

**EMPLOYMENT RELATIONS
AGREEMENT
BETWEEN
CITY OF MEDFORD, OREGON
AND
TEAMSTERS LOCAL UNION NO. 223
REPRESENTING
CONSTRUCTION AND MAINTENANCE EMPLOYEES**

July 1, 2019

to

June 30, 2023

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ARTICLE 1 - STATEMENT OF PURPOSE

Agreed to and to be in effect between the City of Medford, Oregon, hereinafter called the "City," and the Teamsters Local Union No. 223, of Portland, Oregon, hereinafter called the "Union", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of the Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 2 - RECOGNITION

2.1 Recognition - The City recognizes the Union as the exclusive bargaining agent for all non-excluded employees in covered classifications in the Public Works Department. Classifications in the bargaining unit include Public Works Laborer; Public Works Technician; Public Works Technician, Senior; Traffic Signal Technician; Traffic Signal Electrician; Traffic Signal Technician, Senior; and Utility Locator.

2.2 Excluded Employees - Other employees, including part-time, temporary, confidential, supervisory employees, and those subject to outside grant agreement having conditions which related to this Agreement are excluded from the bargaining unit.

Part-time employees are those who work less than 25 hours per week. Temporary employees are those who are hired for a limited period of time not to exceed six (6) consecutive months in a 12 month period.

2.3 New Classifications - The City has the exclusive right to develop new classifications within the current organizational scope of this bargaining unit and adopt wage scales for those classifications. The City shall forward the new position classification specification and hourly wage schedule to the Union for its review. If the Union disagrees with the proposed wage scale for this new classification, the Union may reopen this Agreement for negotiations of only that new hourly wage scale for that new classification under the scope of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Rights of Employees - Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation in matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Union because of the exercise of his/her rights.

3.2 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, sex, religion, mental or physical disability, union affiliation, political affiliation or any other classes protected by Federal or State law. Any claim which is subject to review by EEOC or other regulatory agency shall not be arbitrable.

3.3 Reference to Gender - All reference to employees in this Agreement designates both sexes; and whenever only one gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - RIGHTS OF CITY

4.1 Management Rights - In addition to rights specified elsewhere in this Agreement, the City shall have all legal and customary management rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; 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 actions; relieve employees from duty consistent with Articles 17, 18, and 19; 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.

4.2 Assignment of Employees - The City reserves the right to determine the number of employees required at any specific location and in any specific job classifications provided in this labor Agreement.

4.3 Duties Not Provided - The City is not subject to any duties not expressly provided for in this contract.

ARTICLE 5 - COMMUNITY PROTECTION CLAUSE

5.1 Strikes Prohibited - The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work, at any location in the City during the term of this contract. 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 an action for damages, which may be available to the City.

5.2 Union Agrees - 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 orderly return to work.

5.3 Lockouts Prohibited - There will be no lockout of employees covered by this Agreement as a consequence of any dispute which may arise during the term of this Agreement.

ARTICLE 6 - UNION SECURITY AND BUSINESS

6.1 Dues Check-Off - On the first pay period of each month, the City shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions in an amount equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

6.2 Dues Definition - The term "dues" as collected from each member of the bargaining unit shall not include any fine, assessment, contribution or other form of payment or payroll deduction required or established by or from Teamsters Union members except as otherwise provided in this agreement. Initiation fees are considered dues.

6.3 Notification of New Hires - The City will notify the Union monthly of all new hires and will furnish the Union with the employee's name, classification, social security number, and date of employment. During the life of this contract, the Union will notify the City monthly of individuals who have become members of the Union.

6.4 Bulletin Boards - The City agrees to furnish a bulletin board in the work or assembly area for use by the Union. The Union shall limit its postings of notices and bulletins, on City premises, to this bulletin board. Such notices and bulletins

so posted by the Union will be dated and signed with functional title by the responsible Union representative.

6.5 Right of Use of City Facilities to Hold Union Meetings - The City shall allow the Union to use meeting facilities of the Service Center, or other practicable facilities, for Union meetings when scheduling such meetings is a feasible matter within facility scheduling demands and availability. General membership Union meetings shall not be scheduled during the normal work shift of any employee covered by this agreement unless approved in advance by the Deputy Director of Public Works Operations or his designee.

6.6 Right of Access by Union - The Union will have reasonable rights to contact bargaining unit employees on City work sites of this bargaining unit. The Union will notify the Deputy Director of Public Works Operations or his designee in advance of the intent to make such contact. The Union will minimize in good faith interference with City work in such contacts.

6.7 Collective Bargaining Activities - When mutually agreed on, collective bargaining activities may occur during regularly scheduled working hours. Members of the Union bargaining team shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members who may be allowed time off with pay shall not exceed two members. The Union will identify these designated representatives to the City in writing at least ten (10) days in advance of the commencement of negotiations.

6.8 Steward Not to Solicit Grievances - The City agrees to allow time without loss of pay for the member who is designated Union steward for this bargaining unit for the purpose of handling and processing grievances. The steward will attempt in good faith to schedule these activities so as not to interfere with the departmental operations or staffing levels. The employee using on-duty time for the purposes stated herein shall obtain approval from his/her immediate supervisor prior to such use of time. During working hours, Union members and the steward shall not solicit or carry on other business of the Union, except that the steward may deal with grievances under the conditions set forth above.

6.9 Limit Activities - The Union agrees its members will not solicit membership or carry on Union activities during work hours, except as and if specifically provided in this Agreement or specifically approved by management.

This provision shall not bar the Union from briefly visiting with Union members as provided for in Section 6.6.

6.10 Hold Harmless - The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article.

ARTICLE 7 - COMPENSATION

7.1 Wage Schedule - Employees shall be compensated in accordance with the wage schedules set forth in Appendix A

Merit Increases - Service Time - To be considered eligible for advancement from one hourly wage step to another, employees must complete at least one (1) full year of continuous service uninterrupted by leave without pay, as well as meet standards at the time of his/her anniversary date.

If an employee does not meet standards, the employee will remain at his/her current step until he/she meets standards via bi-monthly evaluations. Performance reviews are not subject to the grievance procedure.

7.2 Out of Class Pay Differential - The City shall have the option to utilize an employee covered by this Agreement for duties above the level of their regular position classification. Any employee assigned and fully performing the duties of a higher classification shall be paid a five percent (5%) differential of the employee's base pay rate for hours worked in such classification. An employee assigned as Public Works Technician, Senior, or Traffic Signal Technician, Senior, or "acting supervisor" shall also receive five percent (5%) out-of-class pay for hours in such assignment, which is normally made for full day increments. Under abnormal circumstances, an employee may be assigned the duties of a position more than one (1) grade higher than the classification occupied by the employee. In such instances, the employee

shall be paid a ten percent (10%) differential of the employee's regular base pay rate for hours worked in such classification. Out-of-class pay shall not be paid on compensatory time used, vacation, holiday, or sick leave.

7.3 Pay Periods - Employees shall be paid on a twice a month basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday, or a holiday, the last preceding workday of the Finance Department shall be the regular pay date.

7.4 Overtime - All full-time employees shall be paid at time and one-half (1½) for work in excess of 40 worked hours per week or eight (8) hours per workday or ten (10) hours if the employee is working a 4/10 scheduled workweek. A week encompasses Sunday through the following Saturday.

- A. It is recognized that it is a management right to require overtime.
- B. Employees required to work overtime will be given as much advance notice as is reasonably practical under the circumstances.
- C. In the event overtime scheduled for a day is canceled by the City more than eight (8) hours before the time fixed for its commencement, employees shall not be entitled to any pay for the canceled overtime period. An employee whose scheduled overtime is canceled by the City with less than eight (8) hours of notice will receive two (2) hours of straight time pay at the employee's base pay rate.
- D. No Pyramiding - In no event shall an employee receive compensation twice for the same hours.

7.5 Call-Back Time – In order to ensure continuity of services to the public after normal working hours, employees may be called back to work under the Public Works Operations Division call-back administrative policy, unless emergency conditions dictate otherwise. Employees shall receive overtime pay for the work for which they are called back, starting from the time they are notified of the call-out, and shall be credited with not less than two (2) hours, three (3) hours if during a holiday, at the overtime rate. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift or hold-over times annexed to the end of the work shift or workday. If at the end of his or her shift, the employee has departed from the City's premises before being called back, the same shall not be considered a hold-over time but shall be compensated as call-back under this section. For the purposes of this section, a holiday is the actual designated day (e.g., January 1 for New Year's Day), not the day said holiday is observed by the City.

No Pyramiding - In no event shall an employee receive compensation twice for the same hours.

Call-back shall not apply to employees on stand-by as specified in 7.11 Standby Pay unless the employee is required to return to the worksite. Compensation for matters not requiring a physical response to the worksite are covered in 7.11 Standby Pay.

7.6 Break in Service – The City shall not recognize as time worked periods of layoff, unpaid leaves of absence, suspensions, and other non-paid absences from the job in applying the provisions of the wage schedule.

7.7 License

- A. Commercial Driver's License. Possession of a Class A Commercial Driver's License is a minimum requirement for all positions covered by this bargaining unit except for the Utility Locator position. The City will pay the cost of any physical exam, written or driving test, and/or drug test for an employee required by the City to maintain an Oregon Department of Transportation Commercial Driver's License (CDL). Physical examinations and drug tests are to be administered by City-specified medical providers. Failure of an employee to maintain his/her CDL may be cause for disciplinary action on a case-by-case basis in accordance with 19.2 Just Cause Standards.

The Class A CDL requirement applies to all employees that currently have this level of CDL and all new hires as of July 1, 2016. All current employees as of July 1, 2016 with a Class B CDL will be grandfathered at that level.

- B. Other Certifications. The City shall pay the cost of any examination fee for an employee to obtain or maintain any

certification or license that is pre-approved, whether it is actually required or not. In so doing, the City will pay the cost of the examination fee for the first attempt to pass the examination. If the employee does not pass the examination on the first attempt, the employee will be responsible for the costs of additional attempts as necessary in order to pass the exam.

7.8 Training Time - The City shall consider all required training time as “hours worked” for purposes of compensation. If a training location is outside Jackson County, travel time to and from the training location shall be considered “hours worked”. It is understood that the City may change an employee’s work schedule to accommodate training.

7.9 Deferred Compensation - Employees shall be allowed to participate through payroll deductions in any deferred compensation program offered through the City.

7.10 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 64 compensatory hours at any one time. If an employee has accrued 64 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 (1½) times the employee’s regular rate of pay for all hours of overtime worked.
- 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 shall be in increments of one or more hours.
 - 2) Use of compensatory time may be denied if an employee’s use of compensatory time off would unduly disrupt the operations of the department.
 - 3) Requests for compensatory time off that are not received before noon on the day before the time off is sought may be denied at the discretion of the employee’s supervisor and such denial shall not be subject to the grievance process.
- 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 discretion of the City, compensatory time may be paid off at the employee’s regular rate of pay (base salary plus salary differentials) on the first pay period in January.

7.11 Standby Pay - When the City requires an employee to carry a City mobile device and be able to report for work in less than 30 minutes, the employee so designated shall receive an additional two (2) hours of straight time pay, exclusive of any pay differential, or at the employee's discretion, two (2) hours of straight time compensatory time for each day of standby. Employees shall forfeit three (3) days of standby premium if they are unable to report for work when called out without a valid reason or cannot be located, such failure may also result in disciplinary action. Standby time shall not be considered or treated as hours worked for any purpose.

The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven (7) days. An employee scheduled for standby duty may, upon Supervisor approval, trade weeks with another employee on the standby list.

Employees may, upon Supervisors approval, have another qualified employee serve a portion of their week. Each employee will be compensated at the daily rates specified above for the days served. In no case will compensation be made in less than full day increments.

A standby assignment begins at noon on Wednesday and ends at noon on the following Wednesday. The designated standby employee should be the first called to respond to any emergency to which no other qualified employee on regular shift is available to respond.

It is understood that the City has the right to establish required criteria to be placed on the standby list. However, the City agrees to make an attempt to cross train employees interested in learning the necessary skills to be placed on the list.

While on standby, employees responding to calls for service that do not require a physical response to the worksite shall be compensated at their overtime rate in quarter ($\frac{1}{4}$) hour increments rounded up to the next highest quarter ($\frac{1}{4}$) hour.

7.12 Training and Incentive Program - An employee who meets the requirements set forth in the City of Medford Department of Public Works SOP Number 111 shall qualify for incentive compensation.

7.13 Medical Savings Account - The City shall contribute 2.5% of an employee's gross salary to each employee's account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 (c)(9) of the Internal Revenue Code. In addition, the City shall contribute \$50 per pay period to each employee's HRA VEBA account.

7.14 Shift Differential - An employee who's regularly scheduled shift begins between 12:01 a.m. and 5 a.m. for two (2) consecutive weeks or more shall receive an additional two percent (2%) on his base wages as a shift differential. Call back time and scheduled overtime do not qualify for shift differential.

The term "regularly scheduled shift" shall mean a shift that is an employee's normal shift for which he or she is scheduled to work every week. Occasional shift changes, call back time, and scheduled overtime do not qualify for the shift differential.

7.15 Field Leaders – A Public Works Technician assigned and fully performing the duties of a Field Leader shall be paid an additional two and one-half percent (2 ½%) salary differential for hours worked in such assignment. To be eligible for this salary differential, a Field Leader must be directing the work of at least three (3) other City employees.

A Field Leader assignment is defined as: Assigned by management to coordinate supplies and materials on the job site not previously ordered and provide direction to personnel in the field.

Management is solely responsible for selecting and assigning all Field Leaders.

7.16 Training Differential – An employee assigned to provide formal training, whether in a classroom or in the field to other City employees, shall be paid a five percent (5%) differential of the employee's base pay rate. Training must be in increments of at least one (1) hour. Employees who are assigned to train as part of the job description are not eligible for this differential.

ARTICLE 8 - HOURS OF WORK

8.1 Basic Work Week - The City recognizes the basic work week for the Construction and Maintenance employees to be 40 hours of five (5) consecutive eight (8) hour days (or, at the City's discretion, four (4) consecutive ten (10) hour days), including rest periods but excluding meal periods. A week runs from Sunday to the following Saturday inclusive. Any implementation of a 4/10 workweek shall be subject to the following:

- A. Holiday pay for a scheduled holiday is limited to eight (8) hour pay for a 4/10 workweek.
- B. 4/10 Workweek: If the employee does not work on the holiday, he/she shall receive eight (8) hours pay at the regular straight-time rate and two (2) hours credited in one of the following ways:
 - (1) Deduct two (2) hours against accrued vacation, holiday or compensatory time leave.
 - (2) In the event the employee does not have adequate leave available in accordance with Section 8.1 B. 1 above, he may take two (2) hours leave without pay.
- C. If the employee works on the holiday, he/she shall receive eight (8) hours pay at the regular straight rate and pay for all hours worked at time and one-half (1½).
- D. Pay will be at the regular straight-time hourly rate for each day of absence due to vacation, floating holiday or sick leave.
- E. If a scheduled holiday falls on an employee's normal day off, the closest preceding or succeeding workday shall be taken as the holiday.

8.2 Shift Assignment - It is understood that the wage schedule in this Agreement is in full consideration for working shifts as may be assigned by the City. Employees shall have regular starting and quitting times. Affected employees shall be notified of scheduled shift changes at least seven (7) days prior to the effective date of the new shift except when extenuating circumstances make such prior notice impractical, or when the affected employees volunteer to accept shorter notice.

8.3 Meal Periods - All employees shall be granted a meal period during each work shift. Meal periods shall not be paid but shall be in addition to the hours of service comprising the workday. A meal period shall consist of a minimum of one-half (½) hour and may be taken at a location of the employee's choice, providing that the total time away from the job does not exceed the time allowed. City vehicles may not be used as transportation unless incidental to authorized travel. To the extent consistent with the operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as close thereto as practical. The City retains the right to determine the meal period scheduled for employees.

8.4 Rest Periods - A rest period of 15 minutes shall be permitted all employees during each half shift. Periods shall be scheduled by the City in accordance with operating requirements. City vehicles may not be used as transportation unless incidental to authorized travel.

The 15-minute maximum duration is intended to be a recess to be preceded and followed by an extended work period.

8.5 Safety Release – An employee who is required by the City to work 16 or more hours in a 24-hour period shall be guaranteed at least 10 hours of Safety Release time off before being required to work their next regularly scheduled shift or portion thereof. When possible prior to working 16 or more hours in any 24-hour period, the employee shall make the on duty supervisor aware that the employee believes his/her current work assignment may result in the employee becoming eligible for Safety Release time off.

An employee eligible for Safety Release time off under this section shall not suffer any loss of pay due to Safety Release time off during his/her scheduled work shift.

8.6 Employee Clean-Up Time - Clean-up time will be permitted on work time only in the case of a health hazard emergency to employees as determined by the City.

8.7 Three-Day Absence Amounts to a Quit - An employee absent from work three (3) working days and who has not been granted a leave of absence by the City for that period, or who has not presented satisfactory evidence showing they were unable to work, shall be deemed to have quit and will be subject to termination.

8.8 Employee Must Give Advance Notice of Lateness or Absence - When an employee is going to be late or absent from work, he or she shall give notice as far in advance as possible in accordance with departmental policy.

ARTICLE 9 - VACATION LEAVE

9.1 Eligibility - Full-time employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this Section.

- A. Date of Hire to 60 Months Service. Full-time employees shall accrue vacation time at the rate 4.33 hours per pay period or 104 hours per year.
- B. After 60 Months Service. For full-time employees with more than 60 months and less than 120 months of continuous service, vacation time shall accrue at the rate of 5.5 hours per pay period or 132 hours per year.
- C. After 120 Months Service. For full-time employees with more than 120 months and less than 180 months of continuous service, vacation time shall accrue at the rate of 6.5 hours per pay period or 156 hours per year.
- D. After 180 Months Service. For full-time employees with more than 180 months and less than 240 months of continuous service, vacation time shall accrue at the rate of 7.67 hours per pay period or 184 hours per year.
- E. After 240 Months Service. For full-time employees with more than 240 months of continuous service, vacation time shall accrue at the rate of 9 hours per pay period or 216 hours per year.

For purposes of this section, 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 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. Time spent on other types of authorized leave shall not be counted as part of continuous service, provided the employees returning from such leave and employees on laid off status, shall be entitled to credit for service prior to the leave or layoff.

9.2 Maximum Vacation Credit - The maximum vacation credit that may be accumulated by an employee at any time is two years vacation credits at the rate attributable to his class under Subsections A through E of Section 9.1. When the maximum accumulation is thus accrued, no further credits will accrue until, and to the extent that, use of the credits reduces the accumulation below the employee's maximum. The City shall notify each employee at the time of the first wage payment date 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 him or her.

9.3 Scheduling - Employees shall be permitted to request vacation on a split or entire basis. Vacation times for the employees shall be scheduled by the City based on the City's judgment as to the needs of efficient operation, the availability of vacation relief and the City's right to so arrange scheduling that each employee has an opportunity, if he chooses, to use at some time during the calendar year, the full amount of vacation credit which he could accumulate in 12 months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority. Conflicting requests for the same vacation time shall be resolved on the basis of seniority, but an employee shall be permitted to exercise his right of seniority only once per calendar year, and only if at least 30 days' notice is given. The supervisor shall act upon vacation requests without unreasonable delay but not later than ten (10) working days after the vacation request is made.

9.4 Death or Termination - In the event of termination of an employee, the employee shall be entitled to payment for accrued vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

9.5 Vacation Cash Out - An employee may request to sell back to the City a maximum of 80 hours vacation leave per fiscal year. Three sellback requests can be made each year, up to the 80 hour total annual limit, and the employee must have at least 40 hours accrued vacation leave remaining after any sellback. 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' written notice to the Human Resources Department of the employee's wish to exercise a sellback option and the requested payday for the cashout.

9.6 Leave of Absence Without Pay - 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.

ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays - The following shall be designated as compensable holidays.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

10.2 Weekend Holidays - Whenever a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

10.3 Holiday Pay - Eligible employees shall be compensated for eight (8) hours at the straight time rate for each of the designated holidays on which they do not work. However, employees shall not be paid for any holiday for which they receive time loss pay under the Workers' Compensation system.

10.4 Holiday Work - If an employee is required to work on any of the holidays listed above, except floating holidays, he shall receive, in addition to his regular pay, compensation for all hours worked at one and one-half (1½) times his rate of pay.

10.5 Non-Duplication of Charged Paid Leave - If an employee is on authorized vacation, sick leave or other leaves with pay when a holiday occurs, such holidays shall not be charged against such leave.

ARTICLE 11 - SICK LEAVE

11.1 Accrued Sick Leave - Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) 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.

Sick leave may be accumulated to a total maximum of 960 hours. Sick leave in excess of 960 hours may be accrued and used but any excess remaining on June 30th each year shall be cashed out at 50% of each employee's base wages and placed in the employee's HRA VEBA trust account.

Upon retirement of an employee, sick leave in excess of 520 hours shall be cashed out at 50% of the employee's base wages and said payment to be deposited in the employee's HRA VEBA trust account. All remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service

credit for retirement benefit purposes.

An employee who terminates employment with the City for reasons other than retirement shall be entitled to no cash compensation or HRA VEBA payment for unused sick leave except that all remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for future retirement benefit purposes.

11.2 Definitions - For Article 11, the following definitions shall apply:

“Spouse” means a husband or wife as defined or recognized under Oregon law. Or a same-sex domestic partner who has completed an Affidavit of Marriage or Domestic Partnership.

“Child” means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex 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; parent-in-law, and parent of the same-sex domestic partner.

“Grandparent” means the biological, adoptive or foster grandparent.

“Grandchild” means the biological, adopted, foster, or stepchild of the child of an employee or the employee’s spouse.

“Parent-in-Law” means the “parent” of the employee’s spouse

“Sibling” means biological, adopted, or foster brother or sister of the employee.

11.3 Statutory Leave - Unpaid - Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

11.4 Utilization for Illness or Injury - Employees may use sick leave for an illness or injury of the employee, spouse or child.

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 employee must complete the leave request form on the day he/she returns 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.

Medical, Dental, or Vision Appointments - 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 the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department 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.

Notification Requirements - In the event of illness or injury, the employee shall notify his/her immediate supervisor in accordance with Section 8.8, unless unable to do so because of the serious nature of the injury or illness.

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

Physician’s Certification - The City may require a physician’s statement establishing the employee’s fitness for duty, so long as there exists specific, articulable facts that the employee may not be able to safely fulfill the responsibilities of his/her 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 doctor’s release stating that the employee may return to his/her normal duties without risk of aggravating the

illness or injury.

Uses for non-FMLA/OFLA Caregiving - For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for a parent or grandparent with an illness or injury, the employee may use up to one work shift of sick leave per occurrence. Accrued vacation, holiday or compensatory time may be used for additional leave in such cases.

11.5 Integration with Worker's Compensation - When an injury occurs in the course of employment, the City's obligation to pay under this sick leave Article is limited to the difference between any disability payment or time lost time payment received under Worker's Compensation Laws and the employee's gross salary. In such instances, no charges will be made against the employee's accrued sick leave for the first three (3) days of leave unless he/she receives time loss payments for said days.

11.6 Sick Leave without Pay - In the event the City determines under Section 11.4 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability (not to exceed six (6) months) after all accrued leave has been exhausted. Such leave may be extended by the City. The City may require that the employee submit a certificate from a physician periodically during the period of such disability and before returning to work.

11.7 Bereavement Leave - An employee shall be granted up to three (3) days bereavement leave with regular salary in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step-grandchild. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

11.8 No Sick Leave During Layoffs or Certain Other Leaves of Absence - Sick leave shall not be used or accrued under the following circumstances:

- A. During layoff periods or during a leave of absence without pay;
- 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.

ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY

12.1 Leave of Absence Without Pay - After all paid leave is exhausted, a leave of absence without pay may be considered. Requests for leave of absence without pay shall be submitted by the employee to his/her immediate supervisor who will forward the request, with recommendation and comments, to the department head who shall recommend action and forward to the Human Resources Director. Such leave requests to be implemented must be approved by the Human Resources Director. Such approval is discretionary.

12.2 Paid Leave Credits During Leave of Absence Without Pay - Vacation, sick leave and floating holiday credits shall not continue to accrue to an employee while in a non-pay status.

12.3 Holidays While on Leave - An employee on leave of approved absence without pay shall not be paid for a holiday which occurs while the employee is on such leave.

12.4 Misrepresentation - An employee who has obtained an approved leave of absence without pay through fraud or misrepresentation may be discharged by the City.

12.5 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 or she is unable to work by reason of sickness, physical disability or

other legitimate reasons beyond his control and seeks an extension of leave for such reasons. Such a request for extension shall be made in writing, and will be considered pursuant to Section 12.1 of this Article.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

13.1 Jury Duty - Employees 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 supervisor for assignment for the remainder of his/her regular workday.

In no event will the City make payment for jury duty performed on any non-scheduled workday of an employee's regular assigned workweek, or for hours in excess of the hours scheduled for that particular day.

13.2 Court Appearance - Leave with pay will be granted for any City work-related appearance before a court, judicial or quasi-judicial body as a witness in response to a subpoena or order by proper authority, compelling his/her 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. It shall be the duty of the employee to obtain such fees. Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including time required for travel to and from court.

13.3 Military Leave - Military leave shall be granted only to the extent required by law upon presentation of military orders directing the employee to report to active duty.

ARTICLE 14 – HEALTH AND WELFARE

14.1 Insurance – 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, 2019, the City will pay one-hundred percent (100%) of the monthly premium cost 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 toward the premium of the employees selected plan.

Any costs that exceed what is specified herein shall be borne by the employee through automatic payroll deduction.

The City shall pay the premiums necessary for life insurance coverage in the amount of \$50,000 and a long-term disability coverage, the latter of which will provide a monthly payment of two-thirds (2/3) of an employee's wages up to a maximum of \$3,000.

14.2 Retirement - The City will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's contribution (currently 6%) to the system will be paid by the City. This employer paid pre-tax contribution is deemed to be picked up for purposes of Internal Revenue Code Section 414(h)(2), is assumed and paid by the City of Medford for purposes of ORS 238A.335(2)(b), and employees may not receive the assumed amount directly unless allowed by State law.

14.3 Workers' Compensation - The City will comply with the provisions of the Oregon State Workers' Compensation Act.

ARTICLE 15 - EMPLOYEE REIMBURSEMENT

15.1 Mileage - An employee required to report for duty at any location other than his regularly assigned reporting location, and required to use his personal automobile for transportation to such location, shall be compensated at the current

IRS rate for the use of such automobile directly in the line of duty.

15.2 City Required Travel - 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.

15.3 Other Transportation - When an employee is required or authorized to use public transportation other than his/her private vehicle such as air, train, boat, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and, if not advanced, shall be reimbursed to the employee upon presentation of receipts to the City.

ARTICLE 16 - SENIORITY

16.1 Defined - Seniority, for those employees who are covered by this Agreement shall be the employee's length of service within the Public Works Department dating from his/her last date of hire.

16.2 Limited - Complete loss of seniority will occur if any employee:

- A. Quits or fails to report to work as scheduled within three (3) workdays without prior approval of his/her supervisor;
- B. Is discharged for just cause;
- C. Is laid off and he or she fails to respond with written notice to the City of his/her intent to return to work within seven (7) calendar days after receiving notice of being recalled. He/she must also physically return and be ready to work within 21 calendar days after his/her receipt of the notice of recall;
- D. Fails to report to work at the termination of a leave of absence;
- E. While on leave of absence accepts employment without permission;
- F. Is retired.

In the event that more than one employee has the same date of hire, the senior will be determined by the drawing of numbers with the lower number being the most senior. Probationary new employees shall not have any seniority rights.

16.3 Seniority Posting - The City agrees to post an updated seniority list on the bulletin boards every six months. The list shall contain the employee's name, position classification title, and date of appointment.

ARTICLE 17 – REDUCTIONS IN PERSONNEL

17.1 Reduction in Class - Reduction in class not resulting from a layoff situation will be made on the basis of the last man promoted to that class if skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work. The employee's overall performance summary shall be the best evidence of skill and ability. However, employees with ten (10) full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their reduction in class. The subject in question will be reduced in classification to that classification last held permanently. Additional reduction resulting will be treated similarly.

17.2 Reduction in Force - Reductions in force resulting from a layoff situation will be made in the inverse order of seniority, providing that the skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work retained. The employee's overall performance summary shall be the best evidence of skill and ability. However, in the case of employees with ten (10) full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their being laid off. When the necessary number of personnel are removed from the force, Section 17.1 above will be followed for redistribution of employees.

17.3 Return from Layoff - The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter to the last known address of the subject. The employee shall have 14 days to return to work from the date of receipt of certified mail notifying that employee of his/her recall from layoff status, or the employee will forfeit all recall rights. Recall will be made on the basis of seniority, providing that skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work. The employee's overall performance evaluation shall be the best evidence of skill and ability. However, employees with ten full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their being recalled. Individuals demoted due to reduction in personnel will be allowed the first available opening in their previously held classification. For a layoff in excess 12 months, the City may require the successful completion of a physical examination prior to reinstatement. Recall rights shall expire two (2) years after the date of layoff.

Probationary new employees have no re-employment rights.

17.4 Employee Must Accept Available Work - Employees called back to work after layoff are obligated to take bargaining unit work assigned them by the City. This may or may not necessarily be the job which they performed prior to their layoff. However, when a worker on layoff is offered re-employment per his/her classification and refuses that work assignment, the employee's recall rights are waived and the City has no further obligation to offer other employment to the worker at a future time.

17.5 Advance Notice – The City will endeavor to give 30 days' advance notice to affected employees of any planned or proposed layoffs and/or reduction in force due to lack of work or funds. Such notice will be given as provided for within the provisions of Article 4, Management Rights, clause of this agreement.

ARTICLE 18 - PROBATIONARY PERIOD

18.1 New Employees - For the purpose of new employees, the term probationary shall mean an employee who has not completed 12 calendar months of service within the bargaining unit, uninterrupted by any leave of absence without pay.

The Union recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

18.2 Promotional Probationary Period - Any employee who is promoted to a higher position classification and laterally transferred employees within the scope of the bargaining unit shall be considered a promotional probationary employee for a period of at least six (6) months and not to exceed 12 months following such promotion or transfer, excluding any time spent on a leave of absence without pay. The grievance procedure contained herein shall apply to such employees; however, employees on a promotional probationary period may be returned to their former position at the discretion of the City and shall have no right of appeal under Article 19 for such action. However, an employee on a promotional probationary period who is dismissed from City service may have his/her dismissal appealed by the Union under this Article.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline - Discipline may include, but not be limited to, written reprimands, suspension, temporary reduction in pay, demotion and termination. No regular, non-probationary employee shall be disciplined except for just cause. All disciplinary action imposed upon an employee, may be protested as a grievance through the regular grievance procedure, except that written reprimands may be grieved only by the Union representative and only up to Step 2 (Department Head) as provided in Article 20. Notwithstanding, the City may discharge probationary employees without just cause and such action will not be subject to the grievance procedure.

All corrective actions shall be done in a manner which will not embarrass the employee before other employees or the public. Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have a Union representative present during the discussion.

A written reprimand may be placed in the personnel file of the affected employee. Upon the employee's written request, the City will remove the written reprimand from the employee's personnel file if no other disciplinary actions of a similar

nature occur within a two (2) year period. Documentation of suspensions or temporary reductions in pay will be removed from the employees personnel file, upon written request, after three (3) years if no other disciplinary actions of a similar nature have been imposed.

19.2 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.

This section shall not apply to the termination of any employee on probation, as defined by Article 18 – Probationary Period, 18.1 New Employees, of this Agreement.

19.3 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:

- A. 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;
- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. 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 employer; and
- D. 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.

This section shall not apply to the termination of any employee on probation, as defined by Article 18 – Probationary Period, 18.1 New Employees, of this Agreement.

19.4 Pay for Lost Time Less Interim Earnings - Unless otherwise agreed by the parties or directed by an arbitrator, an employee reinstated after a discharge which is determined to have been unjust will be reinstated without loss of seniority or pay. The City will reimburse the employee for time lost. However, deductions shall be made for any unemployment compensation received by the employee; and Federal, State, or local taxes normally deducted from the employee's pay shall be withheld.

19.5 Discharge for Falsifying Employment Application - An employee may be subject to discipline up to and including discharge if he or she has falsified his or her employment application, accompanying resume or any other document in the pre-employment screening process.

ARTICLE 20 - SETTLEMENT OF DISPUTES

20.1 Definitions - A grievance shall mean a claim that there has been a violation of the contract. The grievant shall mean an aggrieved employee, and/or the Union. For the purpose 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 calendar days.

20.2 Process

A grievance regarding an employee termination may be submitted directly to Step 4 – Arbitration within the ten (10) days of the date of the discharge.

Any discipline greater than a written reprimand may be submitted at Step 2 within ten (10) days of notice of the disciplinary action.

Step 1. Immediate Supervisor. The grievant shall discuss the grievance with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the grievant becomes 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 his immediate supervisor. The supervisor shall 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 his grievance at level one he shall file the written grievance with the department head. The department head shall render his written decision within ten (10) days after receiving the grievance.

Step 3. City Manager. Within ten (10) days, if the aggrieved is not satisfied with the disposition of his grievance at level two, he shall file his appeal with the City Manager. The City Manager or his designee, shall hear the appeal and render his decision within ten (10) days after receiving it.

Step 4. Arbitration.

- A. If the aggrieved is not satisfied with the disposition of grievance at level three, he shall, within ten (10) days, file his 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 Union, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of seven (7) arbitrators who reside in Oregon, are on the ERB list, and who are also members of the National Academy of Arbitrators.
- C. The arbitrator shall be selected from this list by the striking method.
- D. 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.
- E. The decision and award of the arbitrator shall be final and binding on all parties.

20.3 Time Limits - 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 act or respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step of the grievance procedure.

ARTICLE 21 - SAFETY

21.1 Safety Obligation - The City shall obey all safety standards imposed by State or Federal law. Members of the bargaining unit shall, in the scope of their employment with the City, comply with all safety regulations applicable to such employees. Alleged City violations shall be processed through appropriate State or Federal regulation agencies if such an agency has jurisdiction.

21.2 Protective Clothing - The City shall provide and maintain uniform shirts, pants, jackets and coveralls for employees covered by this Agreement. In addition, the City shall provide any protective clothing or safety wear specially required by law, or by the City, for an employee in the performance of his/her City duties. As to any and all such protective clothing and safety wear thus provided by the City, the employees thus provided in this unit shall wear such clothing and safety wear at the time and in the manner required by law or as directed by the City. No employee shall wear or use any such protective clothing or safety wear provided by the City anywhere save and except on the job. The City may assess a fair charge to cover loss resulting from failure to exercise reasonable care or for willful destruction of City provided safety equipment or clothing in lieu of other disciplinary action. Employees are required to return any safety equipment or clothing upon termination.

In addition to City provided uniforms, the City shall provide each full-time employee \$275 during the period of this agreement for the purchase of winter attire meeting the specifications of the Deputy Director of Public Works Operations, with the concurrence of the Public Works Director.

A new hire employee shall be provided \$275 in his/her first regular paycheck following the date of hire.

21.3 Safety Shoes – The City will provide the employee \$225 on the second paycheck in July each fiscal year of this agreement for the purchase and maintenance of City-approved safety shoes. Notwithstanding this limit, the Deputy Director of Public Works Operations may approve purchase of a replacement pair of safety shoes in the event of unusual circumstances.

21.4 Failure to Report Accidents May Result in Discipline - Employees are required to immediately report to their supervisor any accident or injury, major or minor, which may occur to them. If then directed by their supervisor, employees will report immediately to a doctor approved by the City.

ARTICLE 22 - GENERAL PROVISIONS

22.1 Tools - The City shall furnish all employees with all tools needed in the course of their employment. Failure by the employee to properly care for such tools shall result in discipline.

22.2 Drug and Alcohol Policy - Employees covered by this Agreement who are licensed as Commercial Drivers shall be subject to the provisions of the City's Administrative Regulation 00-5 regarding drug and alcohol testing for Commercial Vehicle Drivers. The parties agree that should said regulation be amended during the term of this Agreement, the impact may be bargained pursuant to the Public Employees Collective Bargaining Act (PECBA). Employees covered by this agreement agree to follow the provisions of the City's Drug and Alcohol Free Workplace Policy, set forth in Administrative Regulation 00-04 incorporated herein by reference except as follows:

1. Section A. City Employees subsection 4. An employee utilizing any prescribed medications or controlled substances that may affect his/her ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his/her abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

2. Employee Rights

- A. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- B. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
- C. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
- D. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 20 of this Agreement.
- E. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

- 3. Any changes in Administrative Regulation 00-04 which alters the terms and conditions of employment shall be subject to bargaining under PECBA.

22.3 Residency Requirement – An employee within 180 days of his/her date of hire shall establish residence no more than 30 minutes normal travel time from the City Service Center. Employees hired prior to July 1, 1998 are exempt from this requirement.

22.4 Personnel Records - An employee shall have the right to inspect his or her personnel records as maintained by the Human Resources Department. In addition, a copy of all personnel evaluation reports and disciplinary items placed in an employee's file will be signed and given to said employee. His or her signing of these documents will not necessarily be considered to mean agreement.

Employees of this bargaining unit shall have the right, upon request, to obtain, at their own expense and on their own time, copies of the contents of their personnel file, exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

It is the responsibility of each and every employee to keep the Human Resources Department informed of his or her latest address and telephone number; marital status and dependent status.

Employees of this bargaining unit shall have the right to respond to any materials placed in their personnel file. Such response shall be attached to the item in question.

22.5 Other Employment - Outside employment shall be permitted only with the express prior written approval of the Human Resources Director.

To deny outside employment, the City must find that it violates one of the following criteria:

- a. That such employment is in conflict with the interest of City employment.
- b. That such employment detracts from efficiency of the employee in his City work.
- c. That such employment is a discredit to City employment.
- d. That such employment takes preference over the requirements of City employment.

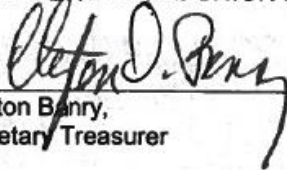
ARTICLE 23 - SAVINGS CLAUSE

Savings Clause - Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 24 - EFFECTIVE AGREEMENT PERIOD

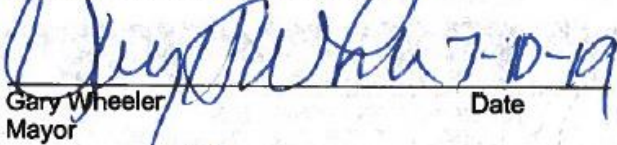
This Agreement shall be effective July 1, 2019, unless specifically referenced in an Article and/or as of the date the Agreement is ratified by the City Council, whichever date is the latest, and shall continue in full force and effect through June 30, 2023. However, no retroactive wage or benefit shall be granted any employee who was not an active employee in a position represented by this bargaining unit on the date of agreement execution.

TEAMSTERS LOCAL UNION NO. 223:


Clayton Barry,
Secretary/Treasurer

6/28/19
Date

CITY OF MEDFORD, OREGON:


Gary Wheeler
Mayor

7-10-19
Date


Brian Sjothun
City Manager

7-1-19
Date

Appendix A – Salaries

Effective 7/1/2019 2.0%

MONTHLY SALARY*

Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C20	PUBLIC WORKS LABORER	3,130.15	3,285.36	3,457.91	3,623.02	3,804.19	3,994.37
C30	PUBLIC WORKS TECHNICIAN	3,477.94	3,650.42	3,842.11	4,025.59	4,226.82	4,438.18
C36	PUBLIC WORKS TECHNICIAN, SR	3,802.42	3,992.55	4,192.16	4,401.79	4,621.87	4,852.99
C36	PUBLIC WORKS UTILITY LOCATOR	3,802.42	3,992.55	4,192.16	4,401.79	4,621.87	4,852.99
C40	TRAFFIC SIGNAL TECHNICIAN	4,126.90	4,329.60	4,543.15	4,784.13	5,023.35	5,274.52
C60	TRAFFIC SIGNAL TECHNICIAN, SR	4,539.60	4,762.53	4,997.49	5,262.57	5,525.66	5,801.93
C60	TRAFFIC SIGNAL ELECTRICIAN	4,539.60	4,762.53	4,997.49	5,262.57	5,525.66	5,801.93

Effective 7/1/2020 2.75%

MONTHLY SALARY*

Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C20	PUBLIC WORKS LABORER	3,216.22	3,375.71	3,553.00	3,722.66	3,908.80	4,104.22
C30	PUBLIC WORKS TECHNICIAN	3,573.59	3,750.80	3,947.77	4,136.29	4,343.06	4,560.23
C36	PUBLIC WORKS TECHNICIAN, SR	3,906.99	4,102.34	4,307.45	4,522.83	4,748.97	4,986.44
C36	PUBLIC WORKS UTILITY LOCATOR	3,906.99	4,102.34	4,307.45	4,522.83	4,748.97	4,986.44
C40	TRAFFIC SIGNAL TECHNICIAN	4,240.39	4,448.66	4,668.09	4,915.70	5,161.49	5,419.57
C60	TRAFFIC SIGNAL TECHNICIAN, SR	4,664.44	4,893.50	5,134.92	5,407.29	5,677.61	5,961.49
C60	TRAFFIC SIGNAL ELECTRICIAN	4,664.44	4,893.50	5,134.92	5,407.29	5,677.61	5,961.49

Effective 7/1/2021 2.75%

MONTHLY SALARY*

Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C20	PUBLIC WORKS LABORER	3,304.67	3,468.54	3,650.71	3,825.03	4,016.29	4,217.08
C30	PUBLIC WORKS TECHNICIAN	3,671.86	3,853.95	4,056.33	4,250.04	4,462.50	4,685.63
C36	PUBLIC WORKS TECHNICIAN, SR	4,014.43	4,215.16	4,425.90	4,647.21	4,879.57	5,123.57
C36	PUBLIC WORKS UTILITY LOCATOR	4,014.43	4,215.16	4,425.90	4,647.21	4,879.57	5,123.57
C40	TRAFFIC SIGNAL TECHNICIAN	4,357.00	4,571.00	4,796.46	5,050.88	5,303.43	5,568.61
C60	TRAFFIC SIGNAL TECHNICIAN, SR	4,792.71	5,028.07	5,276.13	5,555.99	5,833.75	6,125.43
C60	TRAFFIC SIGNAL ELECTRICIAN	4,792.71	5,028.07	5,276.13	5,555.99	5,833.75	6,125.43

Effective 7/1/2022 2.75%

MONTHLY SALARY*

Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C20	PUBLIC WORKS LABORER	3,395.55	3,563.93	3,751.10	3,930.22	4,126.74	4,333.05
C30	PUBLIC WORKS TECHNICIAN	3,772.83	3,959.93	4,167.88	4,366.91	4,585.21	4,814.49
C36	PUBLIC WORKS TECHNICIAN, SR	4,124.83	4,331.07	4,547.61	4,775.01	5,013.75	5,264.47
C36	PUBLIC WORKS UTILITY LOCATOR	4,124.83	4,331.07	4,547.61	4,775.01	5,013.75	5,264.47
C40	TRAFFIC SIGNAL TECHNICIAN	4,476.82	4,696.70	4,928.36	5,189.78	5,449.28	5,721.75
C60	TRAFFIC SIGNAL TECHNICIAN, SR	4,924.51	5,166.34	5,421.22	5,708.78	5,994.18	6,293.88
C60	TRAFFIC SIGNAL ELECTRICIAN	4,924.51	5,166.34	5,421.22	5,708.78	5,994.18	6,293.88

*Due to rounding, slight differences in sums between payroll and Excel systems may exist.

Appendix B - Incentive Program

Standard Operating Procedure for Operations Training and Incentive Program

SOP Number OPS 111

Situation: The Public Works Department Operations Division recognizes a need for training incentives as a part of its training program. All incentives covered by this SOP are also covered by attachment to the Construction and Maintenance Labor Agreement, Teamsters Local 223. The outline below describes the practice, training committee and compensation for achieving certification.

OBJECTIVE

New employees, as defined in Article 18 – Probationary Period Section 18.1. New employees do not qualify for incentive pay until successful completion of the probationary period.

An employee must maintain the lower as well as the current level of requirements to continue receiving the incentive. An employee may be moved to the appropriate lower level of incentive if he/she no longer meets the specific requirements of his/her current level. The joint Labor-Management Training Committee will attempt to notify any employee prior to moving them to a lower level.

The City shall pay for the cost of any examination fee required to obtain or maintain any certification covered by this policy. Specific certifications listed under this policy are considered as "approved" for training purposes.

In the event an employee fails a required test or fails to maintain a certification, the City will pay for the cost of re-training one time only, subject to approval of the employee's supervisor and training budget constraints. The employee will be responsible for the cost of any subsequent re-training. The employee shall be responsible to pay for the cost of a retest in the event he/she fails a required test to obtain or maintain a certification unless the fee for retesting is included in the cost of re-training in which case the City will pay for the cost of retesting one time only. The employee will be responsible to find an acceptable re-training and/or retesting course and schedule. In the event the employee cannot find a re-training and/or retesting course and schedule that will occur prior to their current certification lapsing, the employee may be moved to the appropriate lower level of incentive.

An employee may qualify for incentives in a different area other than his/her current assignment/job.

An employee may challenge the years of City service requirement at any level, except Level IV. All challenges must be based on equivalent training/certifications and/or work experience.

All applications for incentive pay will be reviewed and acted upon by the joint Labor-Management Training Committee as defined by this program.

An employee may select elective training courses they wish to take. An employee may request that a training class be added to the electives list. Such requests will be reviewed by the Labor-Management Training Committee. The decisions of the committee will be final and the requesting employee will be notified of their decision.

Labor Management Training Committee: The Committee shall be comprised of the Public Works Operations Manager, three (3) Union members selected by the bargaining unit and three (3) members of the management team appointed by the Manager. The Committee shall meet at least once each quarter to process incentive applications and conduct other training related business. The Committee has the authority to make changes to the required courses/certifications for any incentive level and shall establish procedures necessary to accomplish its business.

The Labor-Management Training Committee may modify this SOP as needed.

The Labor-Management Training Committee will receive, review, and act upon all applications for incentives. The decisions of the committee will be final and the requesting employee will be notified of their decision.

Employees are responsible for making sure their training records are up to date. Upon completion of each training course, the employee must provide documentation of successful completion of the course to the front desk Administrative Support Technician (AST).

The AST upon receipt of such documentation will update the Certification and Training master spreadsheet and post a new updated copy of the spreadsheet on the Safety and Training bulletin board in the briefing room. It is the employee's responsibility to check the spreadsheet and make sure it is correct.

Compensation: An employee shall receive an additional \$50.00 per month for each level of incentive that he/she meets the requirements. Such additional incentive is not limited to the employee's current assignment. He/she may qualify in a different area of work and receive the appropriate level of incentive pay. (Example: An employee working in construction currently is receiving Level II incentive pay of \$100.00 per month, he/she also meets the Level I requirements of Wastewater Collections and receives an additional \$50.00 per month for a total incentive of \$150.00 per month.) Any employee may only qualify for a maximum of five incentives for a total of \$250 per month.

Incentive compensation shall begin on the first day of the payroll period following approval by the Labor-Management Training Committee. Pay rate change forms and documentation to back up incentive pay are to be received by the Human Resources Department no later than the day before the effective date of the change.

Loss of incentive pay:

If for any reason an employee who is receiving incentive pay fails to maintain a current license, certificate, or "approved" status for any specific training required for a given level of incentive pay, that employee may lose the incentive pay.

In any case where an employee is subject to losing incentive pay based on the paragraph above, the employee will present in writing to the Labor-Management Training Committee at its next regularly scheduled meeting, an explanation of the reasons why the certification or license was not kept current for discussion. The Committee will review each instance on a case by case basis and determine:

1. If the incentive pay should be removed.
2. The effective date of the loss of pay.

Decisions of the Labor-Management Training Committee are final and cannot be appealed.

**Public Works Technician
(Wastewater Collection & Storm Drain System)**

Level I

Successful completion of probationary period
One year service with the City in Wastewater Collections, or equivalent* experience
DEQ Level I Certification Wastewater Collections
Flagger Certification**
First Aid/CPR Certification

Level II

Two years' service with the City in Wastewater Collections, or equivalent* experience
DEQ Level II Certification Wastewater Collections
Confined Space Certification
Traffic Control Technician Certification

Level III

Four years' service with the City in Wastewater Collections, or equivalent* experience
DEQ Level III Certification Wastewater Collections
Traffic Control Supervisor Certification
Completion of two Level III electives

Level IV

Eight years' service with the City in Wastewater Collections
DEQ Level IV Certification Wastewater Collections
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

Public Works Technician (Construction)

Level I

Successful completion of probationary period
One-year service with the City in Construction, or equivalent* experience
Class A Commercial Driver's License
Flagger Certification**
First Aid/CPR Certification
Level I Testing – Satisfactory Completion
Practical:
 Basic Loader and Dump
 Transfer and PUP Dump

Level II

Two years' service with the City in Construction, or equivalent* experience
Rigger Training Certification
Traffic Control Technician Certification
Level II Testing – Satisfactory Completion
Academic:
 Basic Material
 Math – Simple Grades
Practical:
 Backhoe, Excavator
 Forming Basics

Level III

Four 'years' service with the City in Construction, or equivalent* experience
Mobile Crane Operator Certification
Traffic Control Supervisor Certification
Level III Testing – Satisfactory Completion
Academic:
 Intermediate Materials
 ACI Certification – Finishing
 A/C Pavements
 Structural PCC Basics
 Intermediate Construction Math
 Complex Grades
 Curves
 Intersections
Practical:
 Grader, Paver, Roller
 Structural Forming
 Curve Forming
Completion of one Level III elective

Level IV

Eight years' service with the City

Level IV Testing – Satisfactory Completion

Academic:

Cost/Benefit Alternatives

Labor vs. Equipment – Job Estimating

Budget

Advanced Materials

A/C Pavements

Structural PCC Basics

Advanced Construction Math

Complex Grades

Curves

Intersections

Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

**Public Works Technician
(Signing and Striping)**

Level I

Successful completion of probationary period
One-year service with the City in Signing and Striping, or equivalent* experience
Flagger Certification**
Traffic Control Technician Certification
First Aid/CPR Certification
Level I Testing – Satisfactory Completion
 Practical: Basic Sign Installation and Repair

Level II

Two years' service with the City in Signing and Striping, or equivalent* experience
Traffic Control Supervisor Certification
Level II Testing – Satisfactory Completion
 Practical: Intermediate Sign Installation and Repair
 Basic Sign Making
 Legend, Stop Bar, and Crosswalk Painting

Level III

Four years' service with the City in Signing and Striping, or equivalent* experience
ATSSA Pavement Marking Technician Certification
Level III Testing – Satisfactory Completion
 Academic: Basic Striping Layout
 Practical: Intermediate Sign Making
 Long Line Striping
Completion of two Level III electives

Level IV

Eight years' service with the City
Traffic Control Design or Pavement Marking Specialist Certification
Level IV Testing – Satisfactory Completion
 Academic: Advanced Striping Layout
 Advanced Sign Design
 Practical: Advanced Sign Making
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

Traffic Signal Technician

Level I

Successful completion of probationary period
One-year service with the City in Signals, or equivalent* experience
Flagger Certification**
Mobile Crane Operator Certification
First Aid/CPR Certification

Level II

Two years' service with the City in Signals, or equivalent* experience
IMSA Level I Certification
Traffic Control Technician Certification
Work Zone Safety Certification

Level III

Four years' service with the City in Signals, or equivalent* experience
IMSA Level II Certification
Traffic Control Supervisor Certification
Completion of two Level III electives

Level IV

Eight years' service with the City in Signals
IMSA Traffic Signals Level III – Field Technician
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

Electives

Level III

APWA Developing Leadership Training
OSHA Competent Person Certification
Michigan State University – Maintenance Management in the water/wastewater field
Univ. of Wisconsin - Municipal Engineering fundamentals for non-engineers
Univ. of Wisconsin – Soils Engineering for non-soils engineers
Univ. of Wisconsin – Maintaining Asphalt Pavements
ACI – Troubleshooting concrete construction & concrete repair basics (counts as 1 elective)
Asphalt Institute – Hot mix asphalt pavement evaluation and rehabilitation
ODOT Traffic Signal inspector certification
ACI Certification – Concrete Testing
IMSA Signs and Markings Level I and Level II
IMSA Traffic Signal Level II Signal Tech Certificate
IMSA Traffic Signal Level II Signal Electrician Certificate
2 Years' service on Safety Committee
IMSA Roadway Lighting Specialist Level I
ATSSA Flagger Instructor Certification

Electives

Level IV

Incident Command System (ICS) Certification

Michigan State University – Supervisory Management in the water/wastewater field.
ASCE Leadership Development
Portland Cement Assoc. – Concrete Principles and Practice
Northwest leadership seminar
Medford Chamber of Commerce Leadership Training
Univ. of Wisconsin – Improving public works construction inspection skills
ATSSA Traffic Control Design Specialist
ATSSA Pavement Marking Technician
IMSA Signs and Markings Level III
IMSA Microprocessors in Traffic Signals
IMSA Electronics in Traffic Signals
2 years' service on Safety Committee
IMSA Roadway Lighting Level II