

EMPLOYMENT RELATIONS AGREEMENT

BETWEEN

CITY OF MEDFORD

AND

TEAMSTERS LOCAL UNION NO. 223

Water Reclamation Division Operators

JULY 1, 2023 to JUNE 30, 2026

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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 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 OF BARGAINING AGENT

2.1 Recognition

Teamsters Local Union No. 223 is the exclusive representative of the following bargaining unit for the purpose of collective bargaining: All Plant Operators, Source Control Specialists, Operator-in-Training, and Laborers.

2.2 Excluded Employees

Part-time, student, temporary, supervisory, and confidential employees are excluded from the bargaining unit. Part-time employees are those who work less than 40 hours per week. Student employees are those who may be employed to work during the period from May through September and during school vacation periods. Temporary employees are those who are hired for a limited period of time not to exceed six (6) consecutive months from date of employment 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 their 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 all 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; and 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 the various 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 at the WRD facility, 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 be approved in advance by the WRD Manager or 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 WRD Manager or 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 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 to discuss Union matters as provided in this article.

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 schedule set forth in Appendix A. An employee shall be advanced through the salary schedule after one year's service less any time spent on leave without pay at each step, provided employee meets standards at the time of the annual review. The annual review is not subject to the grievance procedure. In the event an employee does not meet standards, the employee will be subject to bi-monthly reviews and will be eligible for a step increase once the employee meets standards.

Effective July 1, 2023, the Salary Schedule shall be increased by a cost-of-living adjustment of 5.0%.

Effective July 1, 2024, the Salary Schedule shall be increased by a cost-of-living adjustment based on the CPI-U West December 2023 of no less than 0% and no greater than 5%.

Effective July 1, 2025, the Salary Schedule shall be increased by a cost-of-living adjustment based on the CPI-U West December 2024 of no less than 0% and no greater than 5%.

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 (5) percent higher salary differential for hours worked in such classification. Under abnormal circumstances, an employee may be assigned the duties of a position more than one grade higher than the classification occupied by the employee, and any employee so assigned and fully performing the duties of such higher classification shall be paid a ten (10) percent higher salary differential for hours worked in such classification.

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. It is agreed that if in the future it becomes feasible, the City shall have the option to establish pay periods every other Friday. The employer will give thirty 30 days' notice before the provision is placed in effect.

7.4 Overtime

All full-time employees shall be paid at time and one-half the employee's regular rate of pay for all hours worked in excess of eight (8) hours in a scheduled 8-hour day, in excess of ten (10) in a scheduled 10-hour day, or all hours worked in excess of 40 hours per work week.

- A. It is recognized that it is a management right to require overtime. However, overtime shall be distributed as equitably as possible.
- 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 before the time fixed for its commencement, employees shall not be entitled to any pay for the canceled overtime period.
- D. In no event shall an employee receive compensation twice for the same hours.

7.5 Call-Back Time

Employees called back to work shall receive overtime pay for the work for which they are called back, and if called back shall be credited with not less than two hours in any event 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 the 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.

7.6 Deferred Compensation

Employees shall be allowed to participate through payroll deductions in the MissionSquare_deferred compensation program offered through the City.

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

Use of compensatory time may be denied 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 discretion of the City, compensatory time may be paid off at the employee's regular rate of pay on the first pay period in December.

7.8 Medical Savings Account

The City shall contribute 1.5% 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.

7.9 Standby Pay

When the City requires an employee to carry a mobile device and be able to report for work in less than 30 minutes, the employee so designated shall receive an additional 1.4 hours of straight time pay, exclusive of any pay differential, or at the employee's discretion, 1.4 hours of compensatory time for each day of standby Monday through Friday, 2.8 hours of compensatory or straight time shall be received Saturday and Sunday. When standby occurs on a holiday the employee shall receive an additional three (3) hours of straight time pay, exclusive of any pay differential, or three (3) additional hours of compensatory time for that day. Employees shall forfeit standby premium for the shift in question if they are unable to report for work without a valid reason or cannot be located. Standby time shall not be considered or treated as hours worked for any purpose. The City shall establish a voluntary list for standby assignment and such duty shall be on a rotational basis.

7.10 On-Call Systems Operator

Employees possessing a Grade III or Grade IV DEQ Certification may be included in a rotation to serve as an On-call Systems Operator as needed.

ARTICLE 8 - HOURS OF WORK

8.1 Basic Work Week

The City recognizes the work week to be 40 hours, normally five (5) consecutive eight (8) hour days including rest periods but excluding meal periods followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days including rest periods but excluding meal periods followed by three (3) consecutive days off. A week runs from Sunday to the following Saturday inclusive. Although the City will attempt to utilize the above schedule for all operators, exceptions may be made for scheduling employees assigned to work the graveyard or swing shifts, or other shift coverage changes.

8.2 Shift Assignment

Employees shall have regular starting and quitting times by work schedules posted on appropriate departmental bulletin boards. Scheduled shift changes shall be posted on such bulletin boards at least seven (7) days prior to the effective date of the new shift. In the event the City fails to post said change, each affected employee shall be compensated at the applicable overtime rate for all hours worked outside the normal schedule prior to the change until the seven (7) day notice period is met.

The work schedule for the following year shall be posted no later than December 15th of each year.

8.3 Meal Periods

All employees shall be granted a meal period during each work shift. Meal periods shall not be paid, except for the operator in charge, 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. 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. The 15 minute maximum duration is intended to be a recess to be preceded and followed by an extended work period. Said rest period may be taken at a location of the employee's choice providing that the total time taken away from the job or work station does not exceed the rest period time. City vehicles may not be used as transportation unless incidental to authorized travel.

8.5 Trade Days/Shifts/Assignments

Employees may, with a supervisor's approval, trade work days as long as the trade is completed within the workweek as defined in section 8.1. Employees may, with a supervisor's approval, trade shifts or assignments as long as no overtime is incurred. If mutually agreed to by staff and supervisor, trade may be made with less than seven (7) days' notice.

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 7.67 hours per pay period or 184 hours per year.
- B. After Sixty 60 Months Service. For full-time employees with more than 60 months and less than one 120 months of continuous service, vacation time shall accrue at the rate of 8.67 hours per pay period or 208 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 9.67 hours per pay period hours of vacation per pay period or 232 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 10.83 hours per pay period or 260 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 12 hours per pay period or 288 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 (2) 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 them.

9.3 Vacation Selection

Secured Vacation - To minimize the difficulty of scheduling vacations, employees shall bid for a secured vacation each calendar year as follows:

- A. A secured vacation shall be defined as a continuous block of a minimum of three (3) and a maximum of ten (10) workdays. An employee may select up to two (2) blocks of time based on seniority. Each employee by seniority shall select a block of time until all employees have an opportunity to make a selection. Once completed each employee by seniority shall have an opportunity to select a second block of time until all employees have had an opportunity to make a selection. The second block selected by an employee may not run consecutively with their first selection unless approved by their manager based on operational needs. Once selected, such secured vacation shall not be subject to cancellation by the City unless mutually agreed upon by the employee and the supervisor or in the event of an emergency.

In order to provide employees secured vacation leave, employees shall be required to select vacation leave on an annual basis (January 1st through December 31st of each year). A blank secured vacation calendar that allows for one employee off shall be posted no later than October 16th along with a current seniority roster. Each employee shall fill in their vacation request by seniority. Employees who fail to fulfill their vacation scheduling obligation shall not be assured of secured vacation leave. All employees shall complete and turn in the secured vacation request no later than November 15th. The secured vacation schedule shall be posted no later than December 1st.

- B. If an employee chooses to use none or part of their secured vacation, they must notify the immediate supervisor no later than 30 days prior to the start of the original secured vacation. It shall be considered that the City has fulfilled its obligation to provide secured vacation when an employee chooses to use partial vacation.
- C. An employee may change their secured vacation time block if an alternate time block is available. Requests to change a secured vacation time block to a different open block will be taken on a first come first serve basis and must be in writing. The request must be made at least 60 days prior to the original secured vacation or the requested change, whichever comes first. If an employee

chooses not to use their secured vacation as scheduled, it shall be considered that the City has fulfilled its obligation to provide secured vacation.

- D. An employee cannot sign up for a block of secured vacation unless their accrual rate allows for complete utilization of the secured time. If an employee does not have enough accumulated vacation at the beginning of the leave to accommodate the full secured vacation block, the employee will utilize any remaining vacation hours starting with the first day of the secured vacation request and the days will run consecutively until the vacation time is exhausted.
- E. Holiday or compensatory time may not be used to place a bid on the vacation bid request sheet. However, an employee may change their vacation time to holiday or compensatory time prior to the start of their bidden vacation, if the employee has those hours in their banks on record with the City.

Unsecured Vacation - An employee has the right to use vacation days other than secured upon approval at any time without jeopardizing secured vacation time. Use of accrued unsecured vacation time shall be scheduled on a first come first served basis. Employees shall have the right to determine the vacation times, subject to scheduling required for public service based upon the needs of an efficient operation. Conflicting requests for the same holiday or vacation leave shall be resolved on the basis of prior scheduling. Seniority can only be exercised 60 days or more prior to the scheduled time block. Each employee will be permitted to exercise his right of seniority only once during a consecutive 12 month period. All vacation requests under the 60 day limit will be granted on a first come first serve basis and will not be subject to seniority. The City may override prior scheduling and selection when required to do so because of operational needs. Approval of the use of vacation or holiday leave shall not be unreasonably withheld provided the employee requests the use of such leave at least ten (10) days in advance. However, leave may be approved at the sole discretion of the City, with less than ten (10) days' notice.

9.4 Vacation Credits at 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 (3) 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 paycheck provided that the employee gives at least three (3) weeks written notice to the Payroll Department of the employee's wish to exercise a sellback option and the requested payday for the cash out.

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

Personnel required by management to work on these holidays will receive overtime pay at time and one-half (1½) the regular hourly rate.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day

President's Day
Memorial Day
Juneteenth

Thanksgiving Day
Friday after Thanksgiving
Christmas Day

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 740 hours. Sick leave in excess of 740 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 (exclusive of any paid differentials) and placed in the employee's HRA VEBA trust account, the first payment to be made in July 2006, and each subsequent July thereafter.

Upon retirement of an employee after July 1, 2005, sick leave in excess of 520 hours shall be cashed out at 50% of the employee's base wages (exclusive of any paid differentials) 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 returned 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 healthcare provider'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 their immediate supervisor at least one (1) hour before start of shift 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 their immediate supervisor, on-duty supervisor, or other departmental supervisor.

Healthcare Provider's Certification - The City may require a healthcare provider's fitness for duty statement to establish the employee can perform the essential functions of their position safely and fully so long as there exists specific, articulable facts that the employee may not be able to perform the essential functions of their position safely and fully, or prior to the return from an extended absence for an illness/injury.

Uses for non FMLA/OFLA Care giving - 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 shift of sick leave per occurrence. Accrued vacation or compensatory time may be used for additional leave in such cases.

11.5 Paid Leave Oregon (PLO)

The City agrees to provide all employees in the bargaining unit with benefits required by law through PLO program. The City will make all required employer contributions and the employee will pay the portion of their required contributions through payroll deductions. The City will follow the rules as outlined by the State of Oregon.

The City agrees employees may choose to supplement the PLO benefit by utilizing accrued paid leaves (including sick leave, vacation leave, holiday pay, and compensatory time). Employees shall use sick leave first, if available. When sick leave is exhausted, employees may choose the order of accrued leave usage. Employees may not receive more than 100% of their regular wages if they choose to supplement their PLO payments.

11.6 Integration with Workers' 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 Workers' 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 days of leave unless time loss payments for said days are received.

11.7 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 accrued sick 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.

11.8 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. Up to two (2) days leave taken from any other accrued leave shall be granted upon request. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

11.9 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.

11.10 Attendance Standard

Employees are expected to maintain regular, reliable, and punctual attendance.

11.11 Abuse of Sick Leave

Abuse of sick leave can be identified as a pattern of abuse. A pattern of abuse includes but is not limited to, repeated use of unscheduled sick leave on or adjacent to weekends, holiday, vacation days or paydays. Leave use associated with care for a sick child is not considered as part of a pattern under this section. Abuse of sick leave shall also include, but is not limited to, falsification of reasons for leave and failure to follow City procedures for reporting an absence.

An employee who abuses sick leave benefits shall be subject to disciplinary action up to and including termination.

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 their immediate supervisor who will forward the request, with recommendation and comments, to the department head who shall recommend action and forward to the City Manager or designee. Such leave requests to be implemented must be approved by the City Manager or designee. Such approval is discretionary.

12.2 Paid Leave Credits During Leave of Absence Without Pay

Vacation, and sick leave 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 their position with the City, and their position shall be declared vacant; unless the employee, prior to expiration of the leave of absence or prior to the termination date has furnished evidence that they're 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 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 the 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 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 received 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.

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 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 long-term disability coverage of 66 2/3 of salary up to a maximum monthly benefit of \$2,000.

14.2 Retirement

The City will continue to participate in the Oregon Public Employees Retirement System (PERS) or its successor as determined by the State of Oregon. For employees participating in Oregon PERS on the effective date of this agreement, the employee contribution (currently 6%) will be paid by the City; effective August 1, 2004 and thereafter the employee share will be paid by the City. The City will also pay the employee contribution to the Oregon Public Service Retirement Program (OPSRP) for each employee hired after August 29, 2003. 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 for purposes of ORS 238A.335 (2) (b), and employees may not receive the assumed amount directly unless allowed by State law.

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 their 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 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 their 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.

15.4 Testing for Certifications

The City will pay the application fee for an employee testing for a higher grade certification. The City will limit this payment to no more than two (2) times for the same test.

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 employee's job classification from last day of hire within the bargaining unit less any time spent on an approved leave of absence without pay.

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;
- B. Is discharged for just cause;
- C. Is laid off and fails to respond with written notice to the City of intent to return to work within seven (7) calendar days after receiving notice of being recalled. Employee must also physically return and be ready to work within 21 calendar days after 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 a coin flip, administered by the Human Resources Department and witnessed by the employees affected. Probationary new employees shall not have any seniority rights.

ARTICLE 17 - REDUCTIONS IN PERSONNEL

17.1 Reduction in Force

Reductions in force resulting from a layoff situation will be made in the inverse order of seniority. An employee with ten (10) or more years' continuous service with the City shall have seniority as the sole determinant of being laid off. Seniority shall also be recognized for employees with less than ten (10) years' service, providing that the knowledge, skill, and ability have been demonstrated to be acceptable to perform the work responsibilities; the employee's overall annual reviews shall be the best evidence of skill and ability.

17.2 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 recall from layoff status, or the employee will forfeit all recall rights. Recall will be made on the basis of seniority, providing that knowledge, skill, ability, and current physical fitness have been demonstrated to be acceptable to perform the work. The employee's annual reviews 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 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 of 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.

17.3 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 their 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.

17.4 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 newly appointed 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 a probationary employee for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

18.2 Promotional Probationary Period

An employee who has served as an Operator-in-Training at least 12 months and who is promoted to Plant Operator shall be considered a promotional probationary employee for a period of an additional six (6) months following such promotion; seniority shall begin as defined in Article 16 - Seniority.

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 reprimanded, suspended/temporary reduction in pay, demoted, or discharged except for just cause. All disciplinary action imposed upon an employee may be protested as a grievance through the regular 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 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.

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.

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.

Section 19.2 and 19.3 shall not apply to the termination of any employee on probation, as defined by Article 18, 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 they falsify any portion of their 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 Procedure - A grievance regarding an employee termination may be submitted directly to Step 4 - Arbitration within the ten (10) days of the date of discharge.

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 act creating 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/designee. Within ten (10) days, if the grievant is not satisfied with the disposition of the grievance at level one (1) they shall file the written grievance with the department head/designee. The department head/designee 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 the grievance at level two (2), the grievant shall file an 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 (3), they 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 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 or bill from an Oregon address.
- 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 Arbitration Fees and Expenses - The fee and expense of the arbitrator, and any fee associated with the selection of an arbitrator, shall be equally divided between the City and the Union. However, each

party shall fully bear the expense of preparing and presenting its own case, including the cost of witnesses and other persons it requires to attend the arbitration. In the event the arbitrator requires a court reporter, the parties will share this expense. If a court reporter is requested independently by either party, the party requesting shall bear the expense. If the other party requests a copy of the report, the parties shall equally divide the court reporter expense.

20.4 Time Limits - All parties subject to these procedures shall be bound by the time limits contained therein unless waived by mutual consent. 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.

20.5 Personnel File - All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. All disciplinary actions will be placed in the personnel file.

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 any protective clothing or safety wear specially required by law, or by the City, for an employee in the performance of their 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.

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 WRD Manager may approve purchase of a replacement pair of safety shoes in the event of unusual circumstances.

Employees will leave these safety shoes at the RWRF and wear them only on the job.

21.4 Reporting Accidents

Employees are required to immediately report to their supervisor any accident or injury, major or minor, which may occur to them.

ARTICLE 22 - GENERAL PROVISIONS

22.1 Tools

The City shall furnish all employees with all tools needed in the course of their employment, and employees are expected to properly care for such tools.

22.2 No Restrictions on Technological Changes

The City shall have the right to make such changes in methods of production, including the use of the most up-to-date automated equipment as are consistent with the technological options as develop in the field of operation. There shall be no restrictions upon the use of any materials, machinery or tools that the City deems fit for the purpose of work.

22.3 Drug and Alcohol Policy

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 modified below:

Subsection 4 of Section A - City Employees is replaced by the paragraph below:

An employee utilizing any prescribed medications or controlled substances that may affect his 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 healthcare provider 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 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 healthcare provider will be required.

In the administration of the above-referenced regulations, employees are afforded the following 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, 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 them in a disciplinary action they 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.”

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

ARTICLE 23 - PERSONNEL RECORDS

An employee shall have the right to inspect their personnel records as maintained by the City 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. 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 their latest address and telephone number.

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.

ARTICLE 24 - OTHER EMPLOYMENT

Other employment shall be permitted only with the express prior approval of the City. Any employee with existing outside employment on the effective date of this Agreement shall notify the City thereof within 60 days after the effective date of this Agreement. To deny outside employment, the City must find that it violates one of the following criteria: (1) that such employment is in conflict with the interest of City employment; (2) that such employment detracts from efficiency of the employee in their City work subject to Article 19 Discipline and Discharge; (3) that such employment is a discredit to City employment; or (4) that such employment takes preference over the requirements of City employment.

ARTICLE 25 - SAVINGS CLAUSE

25.1 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.

25.2 Maintenance of Standards

All rights, privileges and working conditions enjoyed by employees at the present time, which are not included in this Agreement, and which constitute employment relations as defined in ORS 243.650(7), shall

remain in full force, unchanged and unaffected in any matter during the term of this Agreement unless the Union is notified by the City of a change in accordance with the PECBA notice provisions, including without limitation, all City personnel policies established by ordinance.

25.3 Funding

The parties recognize that revenue needed to fund wages and benefits provided by this 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 do 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.

ARTICLE 26 – EFFECTIVE AGREEMENT PERIOD

This Agreement shall be effective July 1, 2023, 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, 2026. However, no retroactive wage or benefit shall be granted to 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:



Leslie Sloy
Secretary/Treasurer

5-30-2023

Date

CITY OF MEDFORD, OREGON:



Randy Sparacino
Mayor

5/10/23

Date



Brian Sjothun
City Manager

5-11-23

Date

APPENDIX A
SALARY SCHEDULE

Teamsters WRD
Monthly Salary Schedule

JULY 1, 2023						
5%	1	2	3	4	5	6
LABORER	3,453.59	3,626.27	3,807.58	3,997.96	4,197.86	4,407.75
PLANT OPERATOR	4,788.36	5,027.78	5,279.17	5,543.12	5,820.28	6,111.29
SOURCE CONTROL SPECIALIST	5,302.52	5,567.65	5,846.03	6,138.34	6,445.25	6,767.51

Effective July 1, 2024, the Salary Schedule shall be increased by a cost-of-living adjustment based on the CPI-U West December 2023 of no less than 0% and no greater than 5%.

Effective July 1, 2025, the Salary Schedule shall be increased by a cost-of-living adjustment based on the CPI-U West December 2024 of no less than 0% and no greater than 5%.

Operator in Training Wages are set at 75% of Step 1 of Plant Operator's wages.

Pay Differentials:

- Graveyard - 5%
- Swing - 3%
- Grade III DEQ Certification - 3%
- Grade IV DEQ Certification - 5%