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CITY OF JACKSONVILLE

AGREEMENT

BETWEEN

THE CITY OF JACKSONVILLE

AND

TEAMSTERS LOCAL #223

FOR THE PERIOD ENDING DECEMBER 31, 2017

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PREAMBLE

The parties to this Agreement are the City of Jacksonville, Oregon, hereinafter referred to as the "CITY" and the Teamsters Local Union No. 223, International Brotherhood of Teamsters, 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 this Agreement is to set forth agreements between the parties on matters relating to employment relations.

The provisions of this Agreement shall supersede conflicting provisions of the City's Personnel Policies And Procedures Manual. However, the provisions of the City's Personnel Policies And Procedures Manual that are not superseded by this Agreement shall continue to remain in full force and effect, and shall be binding on the members of the bargaining unit.

ARTICLE 1 - RECOGNITION

1.1 Recognition.

The City of Jacksonville recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit with respect to wages, hours, and other conditions of employment for all regular employees who work twenty (20) or more hours per week, excluding all supervisory and confidential employees as defined in ORS 243.650(6) and (23), seasonal (those employees hired for not more than six (6) months during the period between April 1st and October 31st) and temporary employees (hired for a limited period of time not to exceed four (4) consecutive months in a twelve (12) month period).

1.2 New Hires.

The City will notify the Union of all newly hired employees within 30 days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

ARTICLE 2 - EMPLOYEE RIGHTS

2.1 Employee Rights.

As required by law, the City agrees not to interfere with the rights of City employees to become

members of the Union, and there shall be no discrimination, interference, restraint or coercion by the City, the Union any City representative, any Union representative or any Union member against any employee merely because of Union membership or because of any employee's legitimate activity in any official capacity relating to the administration of this contract on behalf of the Union, or merely because of any employee's lack of support for or membership in the Union.

2.2 Gender.
This Agreement shall apply equally to all members of the bargaining unit. The Union and the City shall share the responsibility for upholding this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

ARTICLE 3 - UNION SECURITY

3.1 Fair Share.
The City and the Union agree to a "fair share" agreement for all employees in the bargaining unit as defined in Article 1.

3.2 Check-Off.
All employees covered by this contract shall, within thirty 30 days of employment, either (1) become and remain a member of the Union; or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement. Any employee who is a member of the Union or has applied for membership, shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deductions of membership dues in the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month. The amounts deducted shall be transmitted within ten (10) calendar days to the Union.

3.3 Religious Objection.
Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body shall be protected. Such employees shall inform the City and the Union of their objection and pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the City that this has been done.

3.4 Hold Harmless.
The City shall not be held liable for errors in deductions provided in this article unless the City, upon written notification from the Union, fails to correct the error within one month. The Union agrees to indemnify, defend, and hold the City harmless against any claims made or suits brought against the City as a result of this article. The Union shall provide the City prior written notice of at least one month of any changes in dues amounts.

3.5 Union Solicitation.
Except as otherwise provided in this Agreement, during the employees' working hours the Union shall not engage in solicitation for membership in the Union, the collection of fees or dues for

the Union, or carry on other business activities of the Union; provided that this provision shall not prohibit conversations concerning negotiation matters which do not interfere with the work and duties of any employee.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Management Rights.
The City shall retain all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its public responsibilities and public service functions and municipal management without need to bargain further about any matter not addressed in the collective bargaining agreement. The City shall have no obligation to bargain with respect to any such subjects or the exercise of discretion and decision making authority. The Union recognizes these prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and that the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City, including the right to change practices which are not expressly provided for in this Agreement in accordance with the PECBA. It is understood and agreed that the City possesses the sole and exclusive right to operate the City, and that all management rights repose in it, but such rights must be exercised consistently with explicit provisions of this contract.

ARTICLE 5 - CITY SECURITY

5.1 Strike.
The Union and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line. Any 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 Responsibility.
In the event of a strike, work stoppage, slow-down, 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 make every reasonable attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected by or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

5.3 Lockout.
During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 5.1. or 5.2.

ARTICLE 6 - UNION REPRESENTATION

6.1 Bargaining and Grievances.
Employees who are official Union representatives shall be allowed reasonable time away from their work stations with pay when attending meetings with the City for negotiating labor agreements or adjusting grievances under the provisions herein. The number of employees

who may be allowed time off with pay shall not exceed two (2).

6.2 Right of Access.
The City agrees that the Union labor representatives employed by the Union shall be accorded reasonable access to bargaining unit members for the purpose of Union business providing that such access does not interfere with the performance by City employees of their duties. Permission shall be requested in advance from the City Administrator or designee whenever the Union seeks access for Union business during the work day.

6.3 Right to Confer.
The City and the Union may confer concerning wages, hours and other conditions of employment at mutually agreeable times in order to resolve issues of mutual concern.

6.4 Bulletin Board.
The City agrees to allow the Union bulletin board space at City Offices, Public Works, and Fire Station for the posting of notices and bulletins relating to the Union. All items posted will bear the signature of the official of the Union.

ARTICLE 7 - WAGES

7.1 Wages.
Wages for employees in the bargaining unit shall be in accordance with the salary schedule marked Appendix "A" attached hereto and by this reference incorporated herein.

Effective and retroactive to July 1, 2015, step "A" of the salary scale will be increased by 1%. Steps A-F will be adjusted accordingly with 2% between steps.

Effective and retroactive to July 1, 2015, employees currently beyond step F will receive a 1% salary increase. Those employees are considered "grandfathered" and are listed in Appendix B.

Effective July 1, 2016, step "A" of the salary scale will be increased by 1.5%. Steps A-F will be adjusted accordingly with 3% between steps.

Effective July 1, 2016, employees beyond step F, as listed in Appendix B, will receive a 4.5% salary increase.

Effective July 1, 2017, step "A" of the salary scale will be increased by 1.5%. Steps are 3% apart.

Effective July 1, 2017, employees beyond step F, as listed in Appendix B, will receive a 1.5% salary increase.

The salary scale reflects monthly salaries based on a 2080 schedule, except for Firefighters on a 2763 schedule for hourly rate calculations. See Article 9.1 for overtime calculations. Employees currently on Steps A-F will be limited to step advancement to Step F.

7.2 Payday.
Employees shall be paid on a bimonthly basis and receive their paycheck on the 15th and the last working day of each month. In the event that a pay day falls on Saturday, Sunday or a holiday, the pay day shall be the preceding work day.

7.3 Anniversary and Classification Date.
An employee's anniversary date shall be his date of hire. An employee's classification date shall be his date of hire or, if promoted, date of promotion into the classification.

7.4 Beginning Step.
New employees will normally start at Step "A" of the salary schedule, however, the City may start a new employee at a higher level if the employee's qualifications and experience justify it. Employees promoted to a higher classification shall move to the appropriate level of the employee's new salary schedule as determined by the City.

7.5 Step Increases.

A. An employee with a successful evaluation shall receive a step increase at the beginning of the fiscal year, up to the maximum of Step F. "Successful evaluation" requires that no more than one "needs improvement" box per category is checked.

7.6 New Classification.
The Union shall be notified when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit. The notice shall include the classification and pay range for such position. The Union shall be afforded an opportunity to meet with the City and discuss the matter. The Union will be supplied, upon request, with appropriate classification specifications relating to the position in question. If the Union objects to the City's pay proposal, the issue shall be bargained, subject to ORS 243.698.

7.7 Yearly Enhanced Performance Pay.
Individual performance evaluations on the City approved evaluation form shall be used to determine if an employee is eligible for enhanced pay. The decision to provide enhanced performance pay is discretionary by the City. Depending upon the review, accomplishment of individual and departmental goals, additional certifications and skills acquired, and assigned point value, employees may qualify for an additional step increase(s), or, if an employee is at step F or beyond, a meritorious increase of up to two percent base salary increase for the following 12 months. This enhanced pay is limited to 12 months and discontinues thereafter unless otherwise awarded again.

7.8 DPSST Incentive Pay.
For sworn police officers, officers with the following DPSST certifications will receive the stated additional compensation. Officer is required to provide proof of certification to the City, and upon verification, will receive the incentive in the following pay period. The incentive pays are not cumulative

Intermediate DPSST certification: 1% base pay per pay period
Advanced DPSST certification: 3% base pay per pay period

7.9 EMT Incentive Pay.
Firefighters with the following Oregon certifications will receive the stated additional compensation. Firefighter is required to provide proof of certification to the City, and upon verification, will receive the incentive in the following pay period. The incentive pays are not cumulative.

Advance EMT (OEMS) or EMT Intermediate Certification: 1% base pay per pay period

EMT Paramedic (OEMS)	3% base pay per pay period

Sections 7.8 and 7.9 are effective the month following execution.

7.10 Acting in Capacity.
An employee assigned in writing by the Department Head to fulfill the duties of a higher classification will receive an additional 5% to base pay for the hours assigned.

ARTICLE 8 - HOURS OF WORK

8.1 Work Week and Schedule.
The basic work week shall be 12:01 a.m. Saturday through midnight the following Friday and consist of forty (40) work hours per week in a seven (7) day period. The regular work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) days off or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) days off. Work schedules shall be determined by the Department Head.

Police Officers and Sergeants may be regularly scheduled to work a 12 hour schedule which shall consist of a 14 day work period with three consecutive 12 hour shifts, 4 days off, three 12 hour shifts and 4 days off, however, once per 14 day work period, the employee will work an 8 hour shift to reach 80 hours in the work period.

Fire Fighters and Fire Captains shall be assigned to work a 24 hour schedule consisting of one 24 hour shift, followed by 24 hours off, followed by a second 24 hour shift, followed by 24 hours off, followed by a third 24 hour shift, followed by 96 hours off.

Police Officers may be paid either on the standard 40 hour work week, or any of the so-called "7(k)" systems. The work period for Firefighters working a 24 hour schedule shall begin the first hour of their shift and end twenty-eight (28) days later. If assigned to a 12-hour shift schedule, the work period for Police Officers working a 12 hour shift will begin at 12:01 every other Saturday for a 14 day work period. The 12 hour shift may include an adjustment shift of less than 12 hours. Work schedules shall be determined by the respective Chief of the department.

Unless the City and the employee mutually agree otherwise, each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The work day is a twenty-four hour (24) period commencing with the first hour of the employee's work shift. Unless the City and the employee mutually agree otherwise, employees shall not be scheduled, to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. This does not apply to: Firefighters; scheduled overtime; or to cover an unexpected shift due to illness.

Unless the City and the employee mutually agree otherwise or unless an emergency exists, employees shall be advised in writing by the City at least two (2) days in advance of a change in their normal work schedule.

The Union and City may, by mutual agreement, employ any other regular flexible work schedule. Work schedules may be adopted for the entire City or any department either temporarily or permanently as required.
Employees are encouraged to work with their supervisor to minimize overtime by utilizing flex time within a week to the extent practicable under the law.

8.2 Rest Period.
Rest periods shall be scheduled by the City in accordance with the operating requirements of each employee's duties and in conformance with applicable law. Total rest period time shall average thirty (30) minutes for an eight (8) hour shift, but shall never be less than the minimum required under the law. An employee required to work a twelve hour shift shall receive an additional fifteen (15) minutes of average rest period time per day.

8.3 Meal Period.
Employees other than Police Officers and Fire Fighters shall be granted an unpaid meal period of a minimum of thirty (30) and maximum of sixty (60) minutes during each work shift. Police Officers and Fire Fighters shall receive a paid thirty (30) minute meal period as determined by their Department Head due to operational need and the potential for development of emergency situations; however, the Department Head shall comply with applicable law and shall attempt to schedule meals periods in the middle of the work shift, or as near thereto as practicable.

8.4 Trade Days.
Police Officers and Firefighters may trade days, with a like employee subject to the approval of the Chief of Police, Fire Chief or the City Administrator in the Chief's absence. Requests for each trade shall be made at least 48 hours prior to commencement of the affected shift. Two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, or to ensure that a substitution is reciprocated. The employees involved in the trade shall receive pay as if they had worked the regularly assigned shift. Use of trade time itself will not incur any additional overtime obligations for the City.

ARTICLE 9 - OVERTIME

9.1 Overtime.
Where overtime is required for the efficient operation of the City, the following shall apply:

A. All work performed in excess of 40 hours in a seven (7) day period as defined in section 8.1, except for employees on a 7(k) exemption.

B. The City shall be the sole judge as to the necessity of the requirement to work overtime. The City shall give as much notice as possible of the necessity to work overtime.

C. Overtime shall be calculated to the next one-fourth (1/4) hour.

D. Paid leave shall be computed as hours worked for purposes of overtime computation.

The base hourly rate for calculation of overtime compensation will be calculated from the annual sum of the monthly salary divided by 2080 hours, excluding firefighters. Using the base hourly rate, the employer will include applicable incentive pays earned during the pay period to calculate overtime per pay period.

For Police Officers: If assigned to a 12 hour shift schedule on the "7(k)" 14-day work period,

Police Officers are eligible for overtime for hours worked exceeding 80 hours in a 14-day period. Overtime will be calculated using a 2080 yearly schedule.

For Firefighters: The base hourly rate for calculation of overtime compensation will be calculated from the annual sum of the monthly salary divided by 2,763 hours [(365/28x212)]. The parties recognize that the regular Firefighter schedule is actually 2,928 per year. Using the base hourly rate, the employer will include applicable incentive pays earned during the pay period to calculate overtime per pay period. Using the 28-day FLSA cycle (Article 8.1), firefighters will earn overtime for hours worked exceeding 212 hours per cycle, as provided by the FLSA 7(k) exemption.

9.2 Overtime Compensation.
Overtime work shall be compensated either by the accumulation of compensatory time at the rate of one and one-half times the hours worked to a maximum of twenty-four (24) hours, or by payment (added to the employee's normal payroll check and subject to normal withholding amounts and other deductions) at the rate of one and one-half times the hourly rate, at the employee's option. Compensatory time earned in excess of twenty-four (24) hours shall be paid through normal paychecks. Scheduling time off shall be by mutual agreement.

9.3 Call Back.
Employees called back to work shall receive overtime pay for the work for which they were called back and, if called back, shall be credited with not less than two (2) hours time compensated at time and one-half. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working shift. This section does not apply to scheduled overtime, annexed at the beginning of the work shift, or hold over time annexed to the end of the work shift. If at the end of the shift the employee has departed the City's premises for more than one (1) hour before being called back, the same shall not be considered a hold over time, but shall be compensated or receive compensatory time as call back under this section.

9.4 Stand-by.
Employees on stand-by are required to be available to report for duty within twenty (20) minutes. Employees shall be compensated while on stand-by as follows:

Employees will be assigned weekly stand-by on a rotational basis. Each employee shall be compensated at the rate of $196 per week ($28 per day) of assigned duty. Employees on stand-by on a holiday shall receive an additional $28. Employees may, with the approval of the department head, trade days or have another employee take all or part of his standby duty. Standby assignments must be directed in order to be compensable; mere possession of a pager, radio, or cell phone does not constitute a standby assignment.

ARTICLE 10 - HOLIDAYS

10.1 Holidays.
The following shall be recognized as holidays:

1. News Year Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July

6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. 1 Floating Holiday

Floating holidays shall be approved by the employee's supervisor based on the operational needs of the City. Part-time employees shall receive prorated holiday benefits.

10.2 Holiday Compensation.

A. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed for non-police employees and Firefighters working a forty (40) hour work week; and when a holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday in lieu of the day observed.

B. If the actual holiday listed in section 10.1 falls on an employee's regularly scheduled day off, they will be scheduled off either the first or last work day within the week of the holiday. The employee shall receive eight hours pay in the event they do not receive the additional day off in that work week.

C. Employees working the actual holiday listed in section 10.1 shall be compensated for eight hours worked on the holiday at the holiday wage rate, which shall be double the base hourly wage. Additional hours, if any, shall be paid at the overtime rate.

D. Employees on paid leave during a holiday shall utilize their holiday in lieu of using ETO. Employees on unpaid leave or receiving worker compensation shall not receive holiday pay.

ARTICLE 11 - EARNED TIME OFF

11.1 General.
The City provides a program of "earned time off" ("ETO") that combines vacation and sick time into a single ETO bank.

11.2 Accrual.
ETO shall accrue at the following rates:

Months of Continuous Service	Rate of Accrual
0-60 months (1 to 5 years)	15 hours per month
61 - 120 months (5 to 10 years)	18 hours per month
121 - 180 months (10 -15 years)	23 hours per month
181+ months (15+ years)	28 hours per month

Part-time employees shall accrue ETO on a pro-rated basis

ETO begins accruing on the first day of employment. However, it can only be used for sick leave purposes until the completion of the sixth month of employment. ETO will not be earned

for overtime hours or for unpaid leaves of absence.

Continuous service is defined as uninterrupted service with the City to include approved paid, unpaid or other leave as defined in this Agreement.

11.3 Use of ETO Bank.
ETO may be used for sick leave or vacation time. Each use has different prerequisites and reporting requirements.

11.3.1 Sick Leave.

11.3.1.1 General. An employee may utilize ETO when absent from work by reason of illness, injury, necessity for medical care, or exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee. Employees may also utilize ETO for illness or injury of a member of the employee's immediate family if required to make arrangements for care or providing initial attention to the family member.

11.3.1.2 Notification if Sick.

A. An employee who is ill and unable to report for work shall notify his/her immediate supervisor with as much advanced notice as reasonably possible. In the case of continuing illness, the employee shall continue to notify his supervisor of inability to work in accordance with the City's directions.

B. A physician's statement indicating the nature of the illness, that the illness required, or will continue to require, the employee to be absent from duty; and the estimated duration of the absence, and/or a physician's release indicating the employee's fitness to return to work may be required by the Department Head for absences of three (3) days or more. For absence of greater duration, the City may request a fitness for duty release and medical report.

C. Without regard to the circumstances described in paragraph (B) above, should the Department Head have reasonable cause to question an employee's physical or mental fitness for the job, he may require the employee to obtain an examination. In this event, such an examination shall be limited to those areas that affect the employee's fitness to perform his job assignment. The City shall pay for the cost of such an examination. This paragraph C does not pertain to FMLA or OFLA medical examinations.

11.3.3 Vacation. ETO used for purposes other than sick leave (vacation or personal leave, which are referred to herein as "vacation leave") must be scheduled and approved the employee's supervisor in advance. Requests for vacation leave must be submitted to the Department Head or designee at least two (2) weeks in advance. However, the two (2) week notification period may be waived at the discretion of the Department Head or designee. Requests for vacation leave shall be granted on the basis of first come first served and City

work schedules. In the case of simultaneous requests, seniority shall be a determining factor. While Department Heads should make very effort to comply with an employee's request, they have the authority to schedule vacation leave based on staffing requirements rather than employee preference.

11.4 Maximum Accumulation.
For employees hired before January 1, 2003, the maximum accumulation of ETO shall be five hundred sixty (560) hours or two and one-half (2½) the employees annual accrual rate, whichever is greater. For employee's hired after January 1, 2003, the maximum accumulation shall be equal to two and one-half (2½) times the employee's annual accrual rate. For example, the maximum accumulation of an employee hired after January 1, 2003, and who has worked for the City for less than five years shall be 450 hours (15 hours per month x 12 months x 2.5 = 450 hours). An employee who has accrued the maximum number of ETO hours will cease to accrue ETO until his ETO balance has dropped below the maximum amount, unless the City has denied the time off due to operational needs.

11.5 Miscellaneous.
Requests for ETO may not exceed an employee's accrued ETO balance. ETO for vacation purposes may be taken in minimum one (1) hour increments.

11.6 Separation from Service.
An employee who separates from service with the City with less than five (5) years of service shall receive payment for up to eighty (80) hours of accrued ETO. An employee who has completed at least five (5) years of continuous service with the City and who separates from service shall receive payment for up to one hundred and twenty (120) hours of accrued ETO. The payments for ETO pay under this section shall be considered vacation time. The remaining ETO balance shall be considered sick leave for PERS sick leave conversion purposes. Any employee, for any reason except death, who does not complete at least six months of continuous service with the City shall receive no credit or compensation whatsoever for ETO. Upon an employee's death, earned but unused ETO shall be paid in the same manner as salary compensation due the decedent as authorized by law.

11.7 No Other Paid Time Off.
The City offers no other time off unless it is granted in accordance with specific City Policy, this Agreement or is required by law.

11.8 Donated ETO Time.
Employees who have exhausted all paid leaves may receive donated ETO time from other City employees. In the case a City employee seeks to donate ETO time, the employee will meet with Human Resources. ETO donation will be with written consent by the employee.

An employee may only donate up to 40 hours of ETO per calendar year and must have at least 100 ETO hours remaining. Employees receiving donated ETO may receive up to 160 ETO hours per calendar year, absent extraordinary circumstances at the discretion of the City Administrator. Before receiving ETO donations from other employees, the receiving employee must provide written documentation from a medical care provider that leave is required.

All donated ETO leave is forfeited by the donating employee.

ARTICLE 12 - HEALTH, DENTAL AND VISION INSURANCE

12.1 Medical, Dental and Vision Insurance.
Employees shall be covered by the following Teamsters Health and Welfare Plans:

Medical J/W
Dental D-5
Vision V-4

Effective the month following execution, the City shall contribute up to $1,008 per employee per month. Employees are responsible for the remainder through payroll deductions. Employee portions shall be deducted pre-tax from the employees pay check. During the term of this agreement, in the event insurance premium rates increase more than 3% per year in a given plan year, the City will increase its contribution by 3% and the employee will be responsible for the remainder through payroll deductions.

Effective the pay period following execution of this agreement, employees will receive a $400 payment, subject to applicable withholdings, in their regular paycheck in consideration of the $100 increased monthly contribution not provided prior to execution.

12.2. Eligibility.
An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

ARTICLE 13 - LIFE, AD&D AND LTD INSURANCE

13.1 Life Insurance.
During the life of this Agreement, the City will provide for the purchase of a term life insurance benefit policy, and an accidental death and dismemberment benefit policy equal to $10,000 for all employees. In accordance with the terms of the life insurance plan, an insured may purchase by payroll deduction additional coverage, if obtainable, at no cost to the City.

13.2 Dependent Coverage.
If the City's provider offers dependent coverage, the City shall make it available at the employee's option and expense.

ARTICLE 14 - LEAVES

14.1 On the Job Injury.
An "injury" covered by the Oregon Workers' Compensation Law, and for purposes of this

Agreement, shall be an accidental injury as defined in ORS 656.001 to 656.794. In the event an employee sustains a time loss resulting from on-the-job illness or injury which qualifies as a valid Worker's Compensation claim, the City shall compensate the employee with a supplemental payment, subject to applicable withholdings, in an amount equivalent to the difference between the employee's regular straight-time net earnings and the amount of the Worker's Compensation payment for the period covered. In such cases, prorated charges will be made against accrued sick leave (ETO) benefits, until accrued banks are exhausted. Thereafter, no further supplemental payment is made by the City. The City will pick up the first three (3) days of time resulting from a qualifying on-the-job injury if the claim is accepted.

14.2 Compassionate Leave.
In the event of a death in the immediate family an employee who attends a funeral or memorial service shall be granted up to five (5) days compassionate leave with pay to travel and attend the funeral or memorial service. Should circumstances require the employee to be absent longer than five (5) days the Department Head may, at his or her discretion, extend the leave to seven (7) days, after which the excess may be charged to accumulated ETO. In the event the City becomes subject to the requirements of OFLA, the bereavement leave provided in this section is concurrent to any benefits provided by OFLA.

14.3 Immediate Family.
Immediate family is defined as mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, foster children living in the immediate household, grandparents and grandchildren. The Department Head may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein.

14.4 Military Leave.
Military and Peace Corps leave shall be granted in accordance with Oregon and federal law.

14.5 Miscellaneous Leave With Pay.
An employee is entitled to leave his duties without loss of time, pay, or other benefits for absence caused by:

A. Employees called for jury duty, or subpoenaed as a witness regarding an action in which the City is a party or a witness within the scope of their employment, shall not suffer any loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received while paid or on paid leave for the performance of such duty to the City. Employees are expected to report for work for the balance of their scheduled work day if excused early from jury duty. No private, personal civil or criminal case of the employee shall be covered by this court leave provision.

C. Employees are eligible for leave without pay to participate in a search and rescue operation and to donate bone marrow as provided by law.

14.6 Leave Without Pay.
A non-probationary employee may be granted leave of absence without pay up to 90 days in the City's sole discretion. Requests for such approval must be in writing, and must establish reasonable justification for approval by the City. No vacation, sick leave, retirement, or other benefits (except COBRA rights) will be continued or accrued during periods of leave without pay.

14.7 Failure to Return from Leave.
Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned his position with the City, and his position shall thereupon be declared vacated, unless the employee, prior to the expiration of his leave, has furnished evidence that he is unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond his control.

14.8 Absence Without Leave.
An absence of any employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and will be subject to disciplinary action.

14.9 Return from Leave.
An employee granted a leave, paid or otherwise, must notify the City of the intended return date at the beginning of the leave. Employees who are granted a leave as a result of disability shall keep the City advised of any changes in anticipated return dates.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Grievance.
A grievance shall mean a claim by an employee that there has been a violation of a specific provision of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days.

Upon the filing of a grievance by an employee, it is recognized by the parties that, notwithstanding anything to the contrary that may be provided in the following steps of the grievance procedure, the Union shall have exclusive responsibility for such grievance as the exclusive representative of employees in the bargaining unit. Nothing in this Agreement shall be construed to limit the right of the Union to dismiss a grievance or to decline to proceed to the next step, including arbitration, which it considers in good faith to be lacking in merit.

Step I. Immediate Supervisor.

The grievant shall discuss the grievance first with the immediate supervisor with the objective of informally resolving the grievance. This discussion shall occur as soon as practical and within ten (10) days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. Every effort shall be made to find a mutually satisfactory solution within fifteen (15) days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. If the grievance is not resolved informally, the Union shall file with the immediate supervisor (within this fifteen (15) day period) the grievance in writing, citing the provision of the contract that has been violated, describing the facts of the grievance with reasonable certainty, and describing the remedy sought. The supervisor shall hear the grievance and render a written decision within ten (10) days after receiving the written grievance.

Step II. City Administrator.

Within ten (10) days of the date of the supervisor's written decision, if the grievant is not

satisfied with the disposition of the grievance at Step I, the Union may file the written grievance with the City Administrator. The City Administrator shall hear the appeal within ten (10) days and render a written decision within five (5) days after meeting to hear the grievance appeal. If the City Administer is not available, the Recorder/Treasurer shall perform step II.

Step III. Arbitration.

(a) If the Union is not satisfied with the disposition of the grievance at Step II it shall, within ten (10) days after receipt of the written disposition, file a notice of intent with 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 eleven (11) arbitrators from the State Conciliation Service who are on the FMCS list and who reside in Oregon or Washington. The Union will strike the first name from the list, and the parties will strike alternately thereafter. The remaining name shall be the arbitrator. The parties may by mutual agreement request a new panel.

(c) The findings of the arbitrator shall be limited to the specific terms of this Agreement, and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.

(d) The decision and award of the arbitrator shall be final and binding on the parties.

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

A. If the grievant or Union fails to act in a timely fashion, the grievance shall be deemed waived.

B. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

15.3 Grievance File.
All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file. However, the facts, the circumstances, and holding of the grievance itself may be placed in the file.

15.4 Expenses.
Each party shall be responsible for paying the expenses involved in presenting its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a recording to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The parties will share equally the cost of the arbitration.

ARTICLE 16 – UNIFORMS

16.1 Required Uniforms.
If any employee is required to wear uniform attire (shirts, pants and related attire accouterments), or protective clothing (body armor for police officers and OSHA-required protective equipment/PPE), as a condition of employment, such shall be furnished to the employee by the City. The employee shall wear such attire or devices at the time and in a manner required by the City. Requests for repair or replacement of required attire or devices shall be requisitioned in advance of purchase in accordance with such policies and procedures as the City may establish.

16.2 Uniform Cleaning.
Police and Firefighter uniforms will be cleaned either in house or by utilizing any City contracted cleaning services at the Discretion of the Chief.

16.3 Work Shoes/Boots.
The City shall pay up to $150 per year or $300 every other year for the purchase of approved shoes/boots for public works employees, Police Officers and Firefighters to be used exclusively at work. This benefit is forfeited if not used in the two year increment. Receipts are required for reimbursement.

ARTICLE 17 - MILEAGE/PER DIEM

17.1 Mileage/Per Diem.
An employee required to report for special duty or assignment at any other location other than his permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for use of such automobile directly in the line of duty.

The City will arrange appropriate lodging for an employee when required and pay the following per diem for meals (no receipts required) for overnight required travel and events: Breakfast $10.00, Lunch $15.00 and Dinner $25.00. When an employee is qualified to receive per diem compensation for more than one meal due to the actual length of the trip they can spend the authorized amounts at their discretion as long as the total reimbursement equals the total allowed for the meals.

17.2 Cell Phones.
In lieu of providing City issued cell phones, employees required to have cell phone accessibility or email/internet access will be paid a monthly stipend, subject to applicable withholdings, as indicated below. Use of cell phones during work hours is subject to City Policy. Employees will not use cell phones while driving contrary to State law.

Cell phone/Internet Access stipend for listed classifications: $85.00 month:

Building Maintenance Supervisor (BMS)
Cemetery Sexton

Cell phone only stipend for listed classifications: $55.00 month:

Public Works Division Leader

ARTICLE 18 - WORKERS COMPENSATION

18.1 Employee's Contribution.
The City shall pay the employee's share of the worker's compensation base premium.

ARTICLE 19- PAST PRACTICES

19.1 Past Practices.
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.

ARTICLE 20 - PROBATIONARY PERIOD

20.1 Purpose.
The probationary period is an integral part of the employee selection process and provides the City with the opportunity to observe an employee's work, training and cooperation with fellow employees while working in the new position, and provides an opportunity to reject any employee whose conduct or work performance fails to meet the City's expectations.

20.2 New Hires.
All newly-hired employees shall serve a probationary period of twelve (12) months of full-time employment. Law enforcement and Fire personnel shall serve a 12 month probation after successful completion of the respective academy and receiving their Oregon Basic Certificate. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination. Such employees may be terminated at any time during the probationary period at the sole discretion of the City, and not subject to the grievance process.

20.3 Promotional Appointments.
Promotional appointments shall be tentative with a probationary status of twelve (12) months. An employee serving a probationary period after a promotion to a position inside the bargaining unit may be returned to the former position without loss of seniority, if in the City's sole judgment, the City determines that the employee's job related conduct or job performance does not meet the City's expectations.

ARTICLE 21 - SENIORITY

21.1 Seniority.
Seniority shall be an employee's length of continuous service within the bargaining unit since their last date of hire and within classification based on date of appointment. An employee who has not completed probation shall not be considered to have seniority.

21.2 Loss of Seniority.

An employee shall lose all seniority credit in the event of:

A. Voluntary resignation;

B. Discharge;

C. Failure to return from layoff within the time specified in the City's recall notice, which time shall not be less than ten (10) working days;

D. Failure to return from leave of absence on the first scheduled work day following the expiration of such leave;

E. Lay off for a period of time greater than eighteen (18) months.

21.3 Accruals.
Seniority shall not accrue during unpaid leaves and layoffs.

ARTICLE 22 - LAYOFFS

22.1 Notice.
In the event it becomes necessary to effect a reduction in the workforce, the City shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their layoff.

22.2 Order of Layoff.
While the City reserves the right to determine which positions to eliminate, employees shall be laid off by job classification on the basis of seniority, with the least senior employee(s) in a classification being displaced before more senior employee(s).

22.3 Bumping.
Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification in the same career ladder, provided that the bumping employee, in the City's judgment, possesses the necessary qualifications, knowledge, skill and ability to perform the work within the classification. The laid off employee may bump only to a position held by a less senior employee. In no case shall an employee be eligible to bump into a higher classification unless the position is vacant and, in any event, such bumping is not automatic but subject to the City's determination of eligibility, based upon qualifications and demonstration of the attributes listed above to the City's satisfaction and within its sole discretion. An employee exercising the right to bump shall displace the least senior employee in the classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

22.4 Recall.
Those employees laid off from employment shall be eligible for recall to their classification for up to eighteen (18) months without loss of seniority. Employees on the recall list shall be responsible for keeping the City notified of their mailing address. Recall shall be on the basis of seniority with senior employees being recalled before junior employees and before any new hires or transfers, provided the employee possesses the qualifications for the position.

22.5 Job Openings.
Employees on layoff status shall have the same rights as other employees in applying for any openings, which may occur within the bargaining unit; however, by accepting another position, an employee shall forfeit recall rights to his former classification.

ARTICLE 23 - DISCIPLINARY PROCESS

23.1 Discipline.
No employee, except probationary employees, shall be disciplined or discharged except for just cause. Discipline will normally be progressive. If a violation of a City policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings, subject to applicable due process. Formal discipline includes: written reprimand, suspension, demotion, and termination. All disciplinary actions imposed will be clearly labeled as formal discipline.

Counseling: Forms of evaluation or counseling are not discipline. These are less formal means of resolving issues related to daily operations or conflicts, such as oral warnings, directives and work improvement plans. These forms of counseling may serve as evidence for future disciplines. Oral warnings reduced to written are not considered to be discipline and may not be protested through the grievance procedure. Oral warnings and counseling can be maintained in the supervisory file to be reviewed with yearly evaluations. They are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a superior from discussing operational matters informally with employees.

23.2 Union Representation.
Employees being questioned or interviewed where discipline is involved shall be entitled to Union representation.

23.3 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:

1. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;

2. The employee shall be notified, in writing, of the disciplinary sanctions being considered;

3. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and

4. At his request, the employee will be entitled to Union representation at the informal hearing.

23.4 Just Cause Standard.
For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

1. 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;

2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

3. A reasonable investigation must be conducted;

4. It must be determined that the employee is guilty of the alleged misconduct or act;

5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operations;

6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

23.5 Non-Embarrassment.
If the City has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

23.6 Documentation.
All documentation of discipline will be placed in an employee's personnel file. Documentation consists of memoranda and supporting materials concerning:

1. Written reprimand
2. Suspensions
3. Demotions
4. Termination

The City may keep supporting documentation in the employee's main personnel file or in separate files.

ARTICLE 24 - PERSONNEL FILES

24.1 Viewing of Files.
Any employee, upon request, and at a mutually agreeable time during normal City business hours with the records officer, shall have accompanied access to his personnel files with the records officer. Any employee may request the City to reproduce his personnel file in part or in full for individual use, and such reproduction will be accomplished as soon as practicable.

24.2 Employee Signature/Response/Removal.
Each employee shall read and sign any written evaluations or disciplinary memoranda placed in the personnel file. Employees shall have the right to respond in writing to this material and such response shall be attached thereto. Documentation of discipline shall be removed from an employee's personnel file upon written request by the employee providing no subsequent disciplinary actions (i) of similar (or more egregious) nature or (ii) that are the object of similar (or greater) discipline have occurred during the period(s) as follows:

1. Written Reprimand - 24 months
2. Suspension of three (3) days or less - 48 months

3. Suspension of four (4) or more days - 60 months

24.3 Pre-Employment Materials.
All materials resulting from any pre-employment background investigation will not be subject to the above provisions and will not be utilized for disciplinary actions. Notwithstanding, in the event an employee falsifies his employment application in any way, such materials may be used in a disciplinary action against him, up to and including termination of employment.

ARTICLE 25 – TRAINING AND EDUCATION

25.1 Compensation - General Training Activities.
General training activities that the City requires the employee to attend may be conducted either during or after regular working hours or both. Pay for travel time to and from such training activities and during general training activities will be made as follows:

A. All time spent by employees during approved training activities shall be paid as work hours.

B. Employees shall be compensated for travel, if driving, to and from approved general training activities outside regular work hours at their regular rate of pay if they do not spend the night and the travel exceeds 30 miles one way. Travel time usually spent by the employee in home-to-work/work-to-home travel shall not be paid.

C. All the time the employee spends traveling (when travel is in conjunction with an overnight stay) during normal work hours are to be paid as work hours. In addition, while traveling, the driver shall be compensated for travel to and from approved general training activities at the driver's regular rate of pay. The traveling passenger shall be paid for time at the appropriate rate as hours worked only when traveling during normal work hours. Example: If the employee's regular schedule was to work 8:00 a.m. to 5:00 p.m. Monday through Friday and they travel outside the hours of 8:00 a.m. to 5:00 p.m., no travel time hours need to be paid if the travel is in conjunction with an overnight stay, and employee is not driving. Travel arrangements are subject to the City's direction and control.

For all approved general training activities the City shall pay the employee's registration and publication fees. Travel expenses incurred while attending general activities shall be paid in accordance with Article 17 - Mileage/Per Diem of this Agreement.

25.2 Tuition Reimbursement.
The City may make educational reimbursements as follows so long as the employee has made use of all available reimbursement programs which may be provided by state, federal government, or other agencies and the education or training is approved in advance for reimbursement by the City.

1. For job related courses taken at the request of the City, the full cost of tuition and books will be paid by the City, and the training time constitute hours worked.

2. For job related courses taken on the employee's own initiative and sponsored by an agency or entity other than the City, the City may reimburse the employee for

up to one-hundred percent (100%) of the cost of tuition and books at the City's sole discretion. The time spent shall not constitute hours worked for pay purposes.

3. All applications for educational reimbursement must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course for college course work. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing to the City's satisfaction that the employee's course work was of "C" quality or better.

25.3 Certification and License Fees.
The City will pay the yearly re-certification fees, required physicals and the full expense of attaining required number of continuing educations units for certifications for employees. The City will continue the current practice of paying for professional membership fees and publications.

ARTICLE 26 - ORDERS AND MANUALS

26.1 Special and General Orders.
The City will furnish all employees with electronic copies of all appropriate general and special orders issued by the City pertaining to wages, hours, conditions of employment, and assignment of duties.

26.2 Rules and Regulations.
The City agrees to furnish each employee with an electronic copy of the City Personnel Policy and Procedures Manual.

ARTICLE 27 - RETIREMENT

27.1 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. The employee's contribution (currently six percent) to the system will be paid by the City.

27.2 Deferred Compensation.
Employees shall be allowed to participate through payroll deduction in the deferred compensation program offered through the City. All contributions are made by the employee.

ARTICLE 28 - NON-DISCRIMINATION

28.1 Non-Discrimination.
It is agreed that the Union and the City will not discriminate in employment relations against any employee as such is defined by statute or other applicable law because of sex, race, age (if 18 or over), national origin, marital status, disability, religion or political affiliation unless based upon a bona fide occupational qualification. However the City has the right to establish bona fide occupational qualifications and requirements and may follow applicable law with regard to

employees who are married.

Nothing contained in this Agreement shall be interpreted to prevent the City from making reasonable accommodations which are required under applicable legislation. (Examples: Americans with Disabilities Act, Title VII, etc.)

ARTICLE 29 - LIABILITY INSURANCE

29.1 Liability Insurance.
The City shall maintain liability insurance or shall self insure during the term of this Agreement in such amounts and types as the City deems appropriate to shift the risks of municipal liability limited to actions within the scope of employment and City services.

ARTICLE 30 - OUTSIDE EMPLOYMENT

30.1 Outside Employment.
Employees wishing to engage in off-duty employment must obtain approval from his supervisor. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

A. Not be incompatible with the employee's City duties;

B. In no way detract from the efficiency of the employee in the performance of his duties;

C. Not take precedence over the requirements of City employment or extra duty required by the City; and

D. Not present a conflict of interest, the potential of one, or the appearance of one.

30.2 City Response.
The City shall provide written responses within fifteen (15) days of the request. The City shall not unreasonably deny a request.

30.3 Revocation.
It is understood that the City may at any time revoke permission to hold outside employment if the City determines that any of the conditions are not met. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 31 - USE OF ALCOHOL AND DRUGS

31.1 Drug and Alcohol Policy.
The drug and alcohol policy contained in this Agreement, attached hereto as Appendix "B" and incorporated by this reference herein, shall not be unilaterally changed without notice and impact bargaining in accordance with PECBA, except for such changes as are mandated by state law or federal law or the regulations, or by the practices of a certified drug/alcohol testing laboratory. Without further bargaining, the City may adopt an additional policy which adopts random drug testing for employees who hold a commercial driver's license and operate

commercial vehicles in their employment, so long as the City's random policy is consistent with federal and state laws and regulations.

ARTICLE 32 - SAVINGS CLAUSE

32.1 Savings Clause.
The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Term.
This Agreement shall be effective as of the date of its execution and shall be binding upon the City, the Union and its members and shall remain in force and effect through December 31, 2017.

33.2 Renewal.
This Agreement shall automatically be renewed from year to year thereafter unless either party notifies the other in writing not later than 180 days prior to the expiration date of this Agreement of their intent to modify the Agreement. If such notice is not given, this Agreement may be subsequently opened for modification upon 60 days written notice by either party; however, the Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 34 - EXECUTION OF AGREEMENT

This Agreement is executed on this the 20 day of January 2016 by the City of Jacksonville and Teamsters Local Union 223.

FOR THE CITY:

Jeffrey N. Alvis, City Administrator

Date 1-7-2016

FOR THE UNION:

Clayton Barry, Secretary-Treasurer

Date 1/20/16

APPENDIX A - Wage and Salary Schedule

Effective 7/1/2015 to 6/30/2016

APPENDIX "A" - Wage and Salary Schedule 2015-2016

As ratified by Union Members and Approved by City Council on November 17, 2015

The City of Jacksonville and the Teamsters Local Union No. 223
agree to modify the Labor Agreement currently in effect between the parties as follows:

Position / Step	A	B	C	D	E	F
Assistant Planner	2687	2741	2796	2852	2909	2967
Planner / Historic Pres	2957	3016	3076	3138	3201	3265
Planning Bldg Tech	2444	2493	2543	2594	2646	2699
Administrative Assistant	2444	2493	2543	2594	2646	2699
Division Leader	3098	3160	3223	3287	3353	3420
Utility Clerk	2715	2769	2824	2880	2938	2997
Utility III	2715	2769	2824	2880	2938	2997
Utility II	2232	2277	2323	2369	2416	2464
Utility I	1888	1926	1965	2004	2044	2085
Building Maint. Spvsr	2715	2769	2824	2880	2938	2997
Police Sergeant	3118	3180	3244	3309	3375	3443
Police Officer	2722	2776	2832	2889	2947	3006
Police Clerk / Administrative Asst	2444	2493	2543	2594	2646	2699
Fire Captain	2722	2776	2832	2889	2947	3006
Fire Fighter - Entry	2548	2599	2651	2704	2758	2813

Scale for 2015-2016 reflects a 1% increase

Effective 7/1/2016 to 6/30/2017

APPENDIX "A" - Wage and Salary Schedule 2016-2017

As ratified by Union Members and Approved by City Council on November 17, 2015

The City of Jacksonville and the Teamsters Local Union No. 223
agree to modify the Labor Agreement currently in effect between the parties as follows:

Position / Step	A	B	C	D	E	F
Assistant Planner	2727	2809	2893	2980	3069	3161
Planner / Historic Pres	3001	3091	3184	3280	3378	3479
Planning Bldg Tech	2481	2555	2632	2711	2792	2876
Administrative Assistant	2481	2555	2632	2711	2792	2876
Division Leader	3144	3238	3335	3435	3538	3644
Utility Clerk	2756	2839	2924	3012	3102	3195
Utility III	2756	2839	2924	3012	3102	3195
Utility II	2265	2333	2403	2475	2549	2625
Utility I	1916	1973	2032	2093	2156	2221
Building Maint. Spvsr	2756	2839	2924	3012	3102	3195
Police Sergeant	3165	3260	3358	3459	3563	3670
Police Officer	2763	2846	2931	3019	3110	3203
Police Clerk / Administrative Asst	2481	2555	2632	2711	2792	2876
Fire Captain	2763	2846	2931	3019	3110	3203
Fire Fighter - Entry	2586	2664	2744	2826	2911	2998

Scale for 2016-2017 reflects a 1.5 % increase
Scale for 2016-2017 reflects 3% between steps A-F

Effective 7/1/2017 to 6/30/2018

APPENDIX "A" - Wage and Salary Schedule 2017-2018
As ratified by Union Members and Approved by City Council on November 17, 2015
The City of Jacksonville and the Teamsters Local Union No. 223
agree to modify the Labor Agreement currently in effect between the parties as follows:

Position / Step	A	B	C	D	E	F
Assistant Planner	2768	2851	2937	3025	3116	3209
Planner / Historic Pres	3046	3137	3231	3328	3428	3531
Planning Bldg Tech	2518	2594	2672	2752	2835	2920
Administrative Assistant	2518	2594	2672	2752	2835	2920
Division Leader	3191	3287	3386	3488	3593	3701
Utility Clerk	2797	2881	2967	3056	3148	3242
Utility III	2797	2881	2967	3056	3148	3242
Utility II	2299	2368	2439	2512	2587	2665
Utility I	1945	2003	2063	2125	2189	2255
Building Maint. Spvsr	2797	2881	2967	3056	3148	3242
Police Sergeant	3212	3308	3407	3509	3614	3722
Police Officer	2804	2888	2975	3064	3156	3251
Police Clerk / Administrative Asst	2518	2594	2672	2752	2835	2920
Fire Captain	2804	2888	2975	3064	3156	3251
Fire Fighter - Entry	2625	2704	2785	2869	2955	3044

Scale for 2017-2018 reflects a 1.5 % increase
Scale for 2017-2018 reflects 3% between steps A-F

There is no step beyond step F, and that the employees who happen to earn amounts higher than step F (see Appendix B) do so only because of special, negotiated circumstances in the past, that have no bearing on the salary schedule. Monthly salary scale is rounded to the nearest dollar.

APPENDIX B

For the purposes of this agreement, 2015-2017, the following employees will be considered "grandfathered" above the wage scale. These employees will receive an additional 4.5% salary increase as stated in Article 7.1, wages, limited to July 1, 2016 and 1.5% salary increase limited to July 1, 2017 as calculated below:

Previous Payment Scale:

Employee:	Current monthly wage (June 30, 2015):
Richard Shields	$3523
Hector Carrillo	$3736
Beverly Smith	$3406
Jim Gordon	$3210
Daniel Moore	$3914
William Lupton	$3285
Katherine Tiller	$2777
Rees Thomas	$3095
Lee McColly	$2975

This does not include the 2% increase by the City on July 1, 2015 and does not include the 1% retroactive increase in Article 7.1

New Payment Scale:

Employee:	7-1-15 to 6-30-16	7-1-16 to 6-30-17	7-1-17 to 7-30-18
Richard Shields	$3629	$3792	$3849
Hector Carrillo	$3848	$4021	$4081
Beverly Smith	$3508	$3666	$3721
Jim Gordon	$3306	$3455	$3507
Daniel Moore	$4031	$4212	$4275
William Lupton	$3383	$3535	$3588
Katherine Tiller	$2860	$2989	$3034
Rees Thomas	$3188	$3331	$3381
Lee McColly	$3064	$3202	$3250

APPENDIX C - ALCOHOL AND DRUGS USAGE-PROTOCOLS

A. Statement of Principle.

The City and the Union jointly recognize that the use of drugs and alcohol, whether on or off the job which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the City.

B. Definitions.

1. Drugs and Alcohol: For the purposes of this Agreement, drugs and alcohol will be defined as all intoxicants and controlled substances as defined by law.

2. Drug and Alcohol Test: The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.

3. Reasonable Suspicion: Specific factual and articulable observations by a member of City Management concerning the work performance, appearance (including noticeable odor of alcoholic beverage), behavior, or speech of the employee. Any accident or incident involving physical injury to any person or property damage in excess of $500.00 may be considered as constituting reasonable suspicion for discovery testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists.

4. Under the Influence: An individual is considered to be "under the influence of intoxicants" when the individuals blood alcohol content exceeds .02%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.

C. Prohibited Conduct.

Except as authorized by City policy for job-related reasons, the following conduct is strictly prohibited and may subject an employee to immediate discipline:

1. The unlawful buying, selling, transporting, possession, including possession by consumption as determined by a positive test, providing or use of intoxicants or any controlled substances while on duty or conviction for same.

2. Reporting for normally assigned work with a detectable odor of alcohol on the breath, any detectable amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectable amount of any controlled substance found in the employee's body (but excluding any substance lawfully prescribed for the employee's use if used in accordance with Section K of this Article).

3. In the event the City wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify his supervisor as to the amount of intoxicants the employee has consumed, and the

City will decide whether the employee will be called out to perform additional duties.

4. Failure to report use of prescribed medications or controlled substances as defined in Section K.
5. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

D. Preconditions to Drug and Alcohol Testing.

Before any employee's body fluids may be tested for drugs or alcohol, the City shall select an NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing.

1. Pre-employment screening for safety-sensitive or CDL positions.

2. Random testing of any kind is prohibited except as required by State or Federal laws and regulations.

2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this protocol/policy.

F. Testing Mechanisms.

The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Bargaining Unit.

1. Any urine screening shall be performed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, such test shall be used in place of the GC/MS test if agreed to by the Union and the City.

2. Alcohol testing shall be conducted through the analysis of breath or blood using scientifically accepted technology. If the test for alcohol is required and it is a non-accident situation, the test shall be an intoxilyzer unless the employee requests a blood test. If the test is the result of an alcohol related accident involving property damage or injury, the City will determine what test(s) (limited to intoxilyzer or blood test) are to be conducted.

G. Procedures to be Used When the Urine Sample is Given.

The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications and controlled substances currently being used. A form for this purpose will be

supplied by the City. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.

2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other sample will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.

4. The sample will first be tested using the screening procedure set forth in Section F of this Article.

5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.

6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample is Given.

The following procedure shall be used whenever an employee is requested to blood sample:

1. The employee will be transported as soon as possible to a blood testing facility during normal business hours or to a local hospital during non-business hours to have the blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the City's designated testing laboratory. The other portion will be held for the employee, so long as it remains viable, until the employee either instructs that it be sent to their designated lab or destroyed.

3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the City learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the City by the laboratory. The employee will then have the option, at his own expense, of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section D of this Article.

4. Each step in the collection and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Procedures Used When an Intoxilyzer Test is Administered.

The following procedure shall be followed when an employee is required to submit to a breath test to determine the alcohol content of his blood:

1. The employee will be transported to the facility where the test will be conducted.

2. The intoxilyzer shall be properly certified by the State of Oregon as required by law.

3. The operator shall be currently certified by the State of Oregon to operate the intoxilyzer.

4. The operator shall conduct the test in the same manner as mandated by State Law in DUII cases.

J. Consequences of Positive Results.

1. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article may be referred to drug or alcohol counseling. An employee's participation in drug and alcohol counseling and/or treatment will be considered in determining what, if any, disciplinary action may be taken, and may be required if recommended by a health care professional as a condition of continued employment.

2. An employee who tests positive may be subject to unannounced testing for a three (3) year period following the positive test. If the employee violates the terms of the agreed to treatment or again tests positive during such a period, he shall be subject to immediate discipline, which may include discharge.

K. Prescribed Medications.

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 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 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.

L. Searches.

For administration of this Article, the City may, upon reasonable suspicion, conduct searches on City property of employees and/or assigned City property and/or their personal property excluding personal vehicles parked on City property. An employee has the right to request that a Union representative be present during the search, as long as the search is not unreasonably

delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the City's right to conduct administrative searches of assigned City property for other purposes or searches related to any criminal investigation.

M. Interference With Policy.

Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include, but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances; failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances; or failure to cooperate with any searches.

N. Employee Rights.

1. 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.

2. 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.

3. 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.

4. An employee may grieve in accordance with Article 15 of this Agreement any issue of procedural compliance under this protocol.

5. 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."