

AGREEMENT
BETWEEN
THE CITY OF THE DALLES
AND
SEIU LOCAL 503, OPEU
CITY OF THE DALLES LOCAL 910

Expires: June 30, 2020

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ARTICLE 1 - PREAMBLE

This Agreement and any attached Appendices is entered into by the City of The Dalles, hereinafter referred to as the "City," and the Employees Union, an affiliate of SEIU LOCAL 503, OPEU, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time and part-time employees who are regularly scheduled to work at least 1,040 hours per year and whose work falls in one of the job classifications listed in Appendix A hereof. In addition, all supervisors, confidential, temporary employees and all part-time employees who are regularly scheduled to work less than 1,040 hours per year are specifically excluded from the bargaining unit. The 1,040 hour threshold shall not be cumulative for an individual who is seasonal and works in a part-time capacity in different assignments, and shall apply separately to each seasonal assignment. Temporary employees include all employees hired into any position that is not a regularly budgeted specific individual position and all employees who are hired to replace an employee who is on leave. Full-time employees are all employees who are regularly scheduled to work forty (40) hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

A. RESPONSIBILITIES OF MANAGEMENT:

It is recognized that an area of responsibility must be reserved to the City if City government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

1. The determination of the governmental services to be rendered to the citizens of The Dalles.
2. The determination of the City's financial, budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of duties and qualifications of job classifications; the right to hire, promote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

B. UNION/CITY MEETINGS:

This Article shall not preclude the Union and the City from meeting during the period of this Agreement at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties.

C. ZIPPER CLAUSE:

The City shall not be obligated to bargain with the Union with respect to the exercise of any of its rights, functions or prerogatives, with respect to subjects covered by the terms of this Agreement or with respect to any subject which was or might have been raised in the course of collective bargaining.

ARTICLE 4 – EMPLOYEE HANDBOOK

In the event of a conflict between the provisions of this Agreement and the City of The Dalles employee handbook applicable to the bargaining unit employees, the provisions of this Agreement shall be deemed controlling. If a subject is not addressed by this Agreement, the employee handbook shall be controlling.

Prior to implementing new personnel policies and/or making changes to existing policies in the employee handbook that affect bargaining unit employees, the City will send a copy of such policy/change to the affected bargaining unit employees and the Union's shop stewards in the bargaining unit. Such notice shall occur at least thirty (30) days prior to the date the change is to take effect.

ARTICLE 5 - CONTRACTING AND SUBCONTRACTING OF WORK

Notwithstanding the provisions of ORS 243.650 to 243.782, the Union recognizes that the City shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the City may contract work presently and regularly performed by members of the bargaining unit, and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the following shall occur:

A. NOTICE:

The Union shall be notified in writing at least seventy (70) days in advance of the proposed implementation of such subcontracting. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the projected financial impact and other considerations that the City has deemed are pertinent to its deliberations to contract or subcontract work. Upon receipt of such notice, the Union shall have twenty (20) days in which to notify the City of its desire to meet and discuss the subcontracting. The Union may propose changes in existing work rules, benefits and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Union may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting. If the Union's proposal would result in providing quality, timeliness of work and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal. However, the City retains sole discretion to determine whether the Union's proposal would result in providing quality, timeliness of work and savings equal to or greater than that identified in the management plan.

B. REVIEW OF ALTERNATIVES:

The City shall not finalize a decision to contract or subcontract such work until after it has afforded the Union the opportunity to meet as provided above. The City shall give full consideration to all timely Union proposals before a decision is finalized. If such work is to be contracted or subcontracted, the City agrees to transfer or demote employees to any available vacant positions rather than lay off employees whenever it is feasible to do so, provided the employee meets the minimum qualifications with respect to education and work experience for the position to which he/she is to be transferred or demoted to, and provided that no employee rights or benefits under the Layoff Article of this Agreement are abridged. A demotion shall be defined as involuntary reassignment to a new classification with a lower-paying maximum salary rate.

ARTICLE 6 - UNION RIGHTS

A. BULLETIN BOARDS:

The Union shall be provided bulletin board space at each work site for the purpose of communicating with employees. All materials placed there shall be identified as Union materials.

B. STEWARDS:

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The current name(s) of all Union representatives and the name of the primary SEIU Local 503, OPEU representative shall be certified in writing to the City by the Union. The activities of Union representatives shall not interfere with their or other employees' regular work assignments. This shall not, however, prevent meetings with grievants and/or Union representatives and City representatives while on paid time.

C. DUES CHECK-OFF:

Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives will be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the City upon request. For all membership applications or deduction authorizations submitted by the Union to the City on or before the twentieth (20th) of the month, deductions shall be made for the month in which the application is submitted. Any written, electronic or recorded oral dues authorization submitted that contains the following provision will cease only upon compliance by the employee with the stated condition as follows: "This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization."

A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The City agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

The deductions so collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters within ten (10) days after such deductions are made. The statement shall include the following information for each bargaining unit employee: name, employee ID number, department, classification, base pay rate, hire date, FTE, work phone number and email address, and work location; home phone number and home address; fair share, religious objector or member status; and amount of dues withheld.

Within fourteen (14) days of hiring new employees into a bargaining unit position, the City shall furnish electronically to the Union a list of these individuals. The list shall contain each listed employee's name, home address, home phone number, work email address, work phone number, work location, FTE, employee ID number, hire date, department, and classification.

D. FAIR SHARE AGREEMENT:

1. Fair Share Deduction: An amount equal to the bona fide cost of representation as certified in writing by the Union to the City, but not to exceed the uniformly required dues will be deducted from all employees in the bargaining unit who have not provided the City with written authorization

to deduct dues. The amounts so deducted shall be given to the Union with a list of the employees who are subject to the deduction, normally within ten (10) days after the deduction is made.

2. Exemption: The provisions of Section D(1) hereof shall not apply if an employee objects in writing to the City based on personal or religious reasons. The City will provide the Union with a copy of any such letter within five (5) days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deductions shall be in addition to any previously established deduction and shall be for the United Way or other mutually satisfactory charitable organization as agreed to between the employee and the Union.
3. Months: For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section D(1) or (2) of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) days or more.
4. Indemnification: The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Union and the City each agree to reimburse any monies paid or not paid in error within 30 (thirty) days of notification of such error.

E. UNION ORGANIZER VISITATION:

Union Organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on City facilities. Contact generally will be considered "reasonable" only when a bargaining unit member is off the clock (i.e. during lunch and rest periods and before and after work shifts). The purpose of these visits will be to meet with Union Stewards, with employees or with management regarding any actions or procedures under this Agreement, including but not limited to, employee grievances per Article 15, Settlement of Disputes. The Union agrees to provide the City with a list of authorized representatives.

F. BUILDING USE:

City facilities may be used for Union activities according to current building policies so long as the facility is available and proper scheduling has been arranged.

G. CONTRACT ADMINISTRATION:

The City agrees that, subject to the operating requirements of the City and with supervisory approval, designated Union Stewards may, during normal working hours without loss of pay or benefits, attend meetings with City representatives pertaining to labor relations. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime. Work hours shall not be used by Union officers, employees or representatives for solicitation of Union membership, collection or checking of dues or other activities relating to the internal business of the Union.

H. CITY'S E-MAIL SYSTEM:

SEIU-represented employees shall have the right to use the City's E-mail system to communicate about Union business on non-work time, but with no expectation of privacy. Any use of the City's E-mail system must comply with the requirements of the City's E-mail and Voice Mail Policy.

I. NEW EMPLOYEE ORIENTATION:

The City will include a one page sheet provided by the Union that includes contact information for Union leadership and stewards in all of their new employee orientation packets.

J. BARGAINING:

The Union's bargaining team will be limited to five (5) employees. Bargaining team employees will be paid for hours that fall during the employee's regular work schedule, but will not be paid for negotiating hours which fall outside the employee's regular work schedule.

Upon advance approval by the City, bargaining unit members may be called upon to provide special testimony during their regular work hours for which they will be paid for up to one (1) hour of their time. If both parties agree, the City will waive the advance notice requirement.

K. GENERAL COUNCIL:

Official union delegates shall be granted personal leave, accrued vacation leave or accrued compensatory time at their request to attend the Union's biennial General Council, as long as the employee gives notice in January at the time other vacation requests are made. Notwithstanding Article 8(B), these requests shall be given preference over requests for time off made by more senior employees.

ARTICLE 7 - HOLIDAYS

A. HOLIDAYS:

The following shall be recognized as holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day

If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against those leave banks but will be paid as a holiday.

In addition to the above-specified holidays, each employee who has worked the preceding six (6) months shall be credited with one (1) personal holiday on July 1 and a second (2nd) personal holiday on January 1 of each year.

Personal holidays shall be taken off at any time as mutually agreed between the City and the employee. The City will credit the current cash value (base wages) of any hours of personal holidays that have not been used within twenty-four (24) months into a VEBA account established for the employee.

B. DAY OF HOLIDAY OBSERVANCE:

Holidays which fall on a Saturday shall be observed on the preceding scheduled workday and holidays which fall on a Sunday shall be observed on the following scheduled workday, except as follows:

1. Holidays in the library that fall on a Sunday or Monday shall be taken off at a time mutually satisfactory to the employee and the employee's supervisor during the pay period in which the holiday falls.

2. For employees who are required to work on Saturday or Sunday as a part of their regularly scheduled work week (currently Library, WICKS and street division employees when on snow removal schedule), all holidays including those which fall on a Saturday or a Sunday shall be observed on the actual day on which they occur.

C. HOLIDAY PAY:

Eligible employees shall receive eight (8) hours of pay for each of the holidays listed above. Part-time employees shall receive pro rata holiday compensation based upon the relationship such employee's regularly scheduled work week bears to that of a full-time (forty (40) hours/week) employee.

D. HOLIDAY WORK:

If an employee is required to work on a holiday, he/she shall in addition to the above specified holiday pay, be paid at one and one-half (1-1/2) times his or her regular hourly rate for all hours worked on the day of holiday observance.

Any Wicks and on-call employees who are assigned to work on Thanksgiving or Christmas shall, in addition to the benefits provided above, receive an additional eight (8) hours off within the pay period in which the above-designated holiday occurred.

ARTICLE 8 - VACATIONS

A. ACCRUAL:

Vacation leave with pay shall accrue at the following rates:

Years of Service	Monthly Accrual	Annual Equivalent
Up to 5 years	8 hours	96 hours
More than 5 years and up to 10 years	10.00 hours	120 hours
More than 10 years and up to 15 years	13.33 hours	160 hours
More than 15 years	15 hours	180 hours

Part-time employees shall be credited with pro rata vacation accumulation based upon the relationship such employee's regularly scheduled workweek bears to that of a full-time (forty (40) hours/week) employee.

Accrued vacation shall be credited as earned vacation for each month of service, in accordance with the above, except that vacation shall not be credited as earned vacation until the employee completes his/her trial service. Vacation account accumulation shall be limited to two (2) times the annual accrual specified above. Once an employee has accumulated such amount, no additional vacation shall be credited to his/her account until the employee's accumulated vacation has dropped below that maximum. When the City's operational needs prevent an employee from taking accumulated vacation, or when other appropriate justification exists, the City may, upon written request of the employee, provide a written term-specific waiver of the above accrual limitation.

B. UTILIZATION:

A vacation sign-up form will be distributed to all City Department employees in January of each year. Employees shall be allowed to request one continuous vacation period of up to two (2) weeks on the vacation sign-up form, and any conflicts in such requested vacation shall be resolved by giving preference to the more senior employee's

request. Priority over subsequent requests will be given to the first request received in all other instances of vacation scheduling. The scheduling of vacation shall be subject to the operational needs of the City and normally will not exceed two (2) weeks per request.

ARTICLE 9 - HOURS OF WORK

A. WORK WEEK:

The work week shall commence Monday at 12:01 a.m. The scheduled work week for full-time employees shall be forty (40) hours.

The work week for employees working at WICKS shall commence Saturday at 12:01 a.m. The scheduled work week for full-time employees shall be forty (40) hours.

B. WORK DAYS:

Except during emergencies, the regular work hours of each day shall be consecutive except for interruptions for rest and meal periods.

C. SCHEDULING:

The work schedule for non-Wicks employees shall be shifts of eight (8) hours per day, five (5) days per week (5/8's) with two (2) consecutive days off between work weeks. The City also shall be allowed to operate shifts of ten (10) hours per day, four (4) days per week (4/10's) with a minimum of two consecutive days off between work weeks.

In instances when 4/10 shifts are utilized, assignment to such shifts shall be within the discretion of management, taking into account such factors as the requirements of the work assignment and the skills, qualifications and seniority of the individuals to be assigned. Such assignments shall not be grievable.

At the WICKS water treatment plant, the City shall be allowed to operate on twelve (12)-hour shifts on Saturdays and Sundays and holidays. The City retains the right to schedule shifts for WICKS employees in a manner that best suits the City's operational needs. Such assignments shall not be grievable.

The City shall not use mid-week shift changes to avoid paying overtime.

When, in the judgment of the City, weather conditions require the closing or curtailing of City offices which results in the City sending an employee home from their regular shift after the employee reports to work, the employee shall be paid for the remainder of the employee's regular shift.

D. SNOW AND ICE EVENTS

For snow and ice events, a snow and ice volunteer list shall be posted for qualified Public Works Department employees interested in assisting with snow and ice response work of the Transportation Division. This list will be separate from the department-wide volunteer list for scheduled overtime work addressed in Article 12(C). When needed, the City shall utilize qualified employees to address transportation needs for snow and ice events in the following order: (1) volunteers from the Transportation Division in order of seniority; and (2) volunteers from Water Distribution and Wastewater Collection Divisions signed up on the snow and ice volunteer list in order of seniority. If there are not enough qualified volunteers to fill the remaining shifts, employees who are qualified to do the work shall be assigned the work in reverse order of seniority.

Due to the unpredictability of snow and ice events, the City will make assignments through the end of the work week or until the event is over, whichever occurs first. Employees may choose to end their snow and ice assignment after they have worked forty (40) hours if they provide notice of their decision when the assignment is

initially made, but they are not entitled to end the assignment mid-shift. If an event continues into the following work week or if an employee declines the overtime, the process of selecting volunteers or making assignments will be repeated, starting on the volunteer lists where the last assignments ended. All assignments from other Divisions will be contingent upon the work needs within that Division and approval of the Division Manager. Assignment to Transportation operations during a snow and ice event is not a guarantee of overtime work and may involve a change in the scheduled work shift as necessary to meet the identified needs.

E. REST PERIODS:

A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift.

F. MEAL PERIODS:

All employees who work more than five (5) hours in a day shall be granted a non-paid meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift.

ARTICLE 10 - SICK LEAVE

A. ACCUMULATION:

Sick leave is earned beginning the date of hire at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated without limit and may be taken only for the purposes specified in Section B hereof. Part-time employees shall be credited with pro rata sick leave accumulation based upon the relationship such employee's regularly scheduled work week bears to that of a full-time employee.

B. UTILIZATION:

An employee may utilize accumulated sick leave during the first ninety (90) calendar days only of any period of time when he/she is unable to perform his/her work duties by reason of illness or injury or for any other reason in which the City is required to allow the employee to utilize sick leave under state or federal law (including Oregon Sick Time). The employee shall notify his/her supervisor or designee of absence as soon as possible, but in no instance less than one (1) hour before the employee's regularly scheduled shift. Unless the employee is physically prohibited from doing so, the employee must communicate the need to use sick leave directly with his/her supervisor or designee. Notice by voice mail shall not be acceptable unless the supervisor or designee is unavailable, in which instance the employee must leave a voice mail notifying the supervisor or designee of a phone number at which the employee can be reached. After a ninety (90) day period of disability, the provisions of Article 19, Disability Insurance, shall apply.

C. 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 regularly scheduled work hours that fall within the first three (3) calendar days of any illness or injury, including the day of the illness or injury, provided the total duration of such disability is less than fourteen (14) calendar days. If an employee is disabled due to an on-the-job injury, the City shall continue to make contributions toward the insurance benefits specified in Article 18(A), Medical, Dental and Vision, as if the employee were working, for the first ninety (90) days of such disability period.

D. VERIFICATION OF ILLNESS:

A physician's statement of illness or other acceptable proof of illness shall be required for any illness that is for more than three (3) working days in duration. Verification of illness or other acceptable proof of illness may be required for absences of three (3) or less working days if the City has reason to believe that the employee is abusing sick leave.

E. HARDSHIP LEAVE:

The City will allow employees to make irrevocable donations of accrued vacation, personal leave and compensatory time to other regular employees in the City, consistent with the City's Hardship Leave policy.

F. SICK LEAVE INCENTIVE:

For employees who have an accumulated balance of more than six hundred (600) hours of sick leave: On July 1 of each year, the City will credit the current cash value (base wages) of a maximum of forty (40) hours of sick leave accumulation into a VEBA (Voluntary Employee Benefits Association) account established for the employee. However, the credit will not exceed an amount that would reduce an employee's sick leave accumulation below six hundred (600) hours. The employee's sick leave accumulation balance will be reduced by the number of hours credited.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

A. CRITERIA AND PROCEDURE:

Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. Request for such leaves must be in writing. Such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Any employee granted a leave without pay shall not accumulate or receive any benefits or rights at the expense of the City during such leave.

B. JURY DUTY:

Employees shall be granted leave with pay for service upon a jury during scheduled working hours. Upon being excused from such service during any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular work shift. Overtime compensation shall not be provided for such service, and as a condition of receipt of regular pay the employee must turn over to the City all monies other than expense reimbursement received for such service.

C. BEREAVEMENT LEAVE:

An employee shall be granted no more than three (3) days' bereavement leave with regular salary in the event of a death in the immediate family of the employee. An employee's immediate family shall be the spouse, domestic partner, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and grandchild, step-parents, step-children, and their children. An additional two (2) days may be approved for any family member whose residence is three hundred seventy-five (375) miles or more from The Dalles. Under extraordinary circumstances, additional days may be granted by the department head with approval by the City Manager. Bereavement leave under this section will run concurrently with bereavement leave under the Oregon Family Leave Act (OFLA).

D. FUNERAL PARTICIPATION:

When an employee serves as a pallbearer or in some other way participates in a funeral ceremony, he/she will be granted time off to perform such duty. The time off will be granted only for funerals in The Dalles area and shall be charged to accumulated compensatory or personal time if such is available or to vacation if the employee has insufficient accumulated compensatory or personal time.

E. FAILURE TO 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 of said leave of absence shall be considered as having resigned his/her position with the City and his/her position shall be declared vacated except and unless the employee, prior to the expiration of his/her leave of absence, has

furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control.

F. FAMILY MEDICAL LEAVE:

Employees will be eligible for Family Medical Leave under state and federal law consistent with the City's Family Medical Leave policy.

ARTICLE 12 - COMPENSATION

A. WAGES:

Monthly wages shall be as provided for in Appendix A hereof. Normally, an employee will be appointed at the base step of the range established for his/her classification. A new employee or promoted employee who successfully completes his/her trial service period will be advanced to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of his/her trial service period. An employee shall receive additional increases following each twelve (12) months' continuous service until he/she reaches the top of his/her range. However, the granting of step increases shall be subject to satisfactory performance. Whenever an employee is appointed to a higher classification or position, he/she shall receive the nearest higher monthly salary in the new salary range at the beginning of the next pay period.

Effective July 1, 2017, the base rate for salaries listed in Appendix A shall be increased by two percent (2%) with a corresponding increase in all steps of the salary schedule.

Effective July 1, 2018, the base rate for salaries listed in Appendix A shall be increased by two percent (2%) with a corresponding increase in all steps of the salary schedule.

Effective July 1, 2019, the base rate for salaries listed in Appendix A shall be increased by two percent (2%) with a corresponding increase in all steps of the salary schedule.

B. PAY PERIODS:

Wages of employees shall be paid in a manner that conforms to state and federal law. Each employee shall be allowed to have a draw on the fifteenth (15th) of each month of one-third (1/3rd) of their monthly net income.

C. OVERTIME:

Overtime includes any required or reasonably necessary time in excess of forty (40) hours per week. Overtime shall be computed to the nearest one-fourth (1/4) hour. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate. Vacation time, sick leave, and paid holidays will be included in the computation of overtime. Overtime shall be paid on the actual number of hours worked except:

1. For any call out on a day the employee is not scheduled to work, whether it is his/her day off, a holiday or vacation, not less than two (2) hours' overtime will be paid.
2. For any call back on a scheduled work day and outside regular shift hours (which includes a call back prior to the scheduled shift), not less than one (1) hour overtime will be paid.

In the event an employee's shift is changed without twenty-four (24) hours' advance notice, the first two (2) hours worked on the new work schedule shall be paid at the overtime rate. This provision shall not apply to a call out or shift extension, and in no event will an employee be paid at more than one and one-half (1-1/2) times the employee's regular hourly rate for any hours worked.

In lieu of cash for overtime worked, an employee may, with the approval of the City, elect to accrue up to one hundred and twenty (120) hours of compensatory time off. Accrued compensatory time may be taken off only with the approval of the supervisor and department head. An employee electing to receive compensatory time in lieu of cash will not be allowed to cash out such overtime without the approval of the City Manager or his/her designee. Any such cash out will occur on a regular pay day as long as the Payroll Department receives notification from the employee concurrent with or prior to the submission of monthly time sheets. Legitimate hardship draws may be approved at the discretion of the City Manager or his/her designee. The City will credit the current cash value (base wages) of all compensatory hours above eighty (80) on July 1st of each year into a VEBA account established for the employee.

Overtime assignments for classifications in the Department of Public Works and the WICKS water treatment plant that are known a minimum of two (2) days in advance will be assigned by each division using a list of those desiring to work overtime assignments by order of seniority. The most senior employee on the list who is qualified for the assignment will have an opportunity to accept the overtime assignment, and so on, until the assignment is filled. The next overtime assignment will be offered to the next qualified employee on the list. In the event that no represented employee in that division accepts the overtime assignment, the overtime may be offered to temporary seasonal employees assigned to that division. The City shall maintain call logs of phone calls made off the overtime list. If an employee does not answer the phone when a call is made, then the City will proceed down the list in order of seniority without having to leave a voice message. The Union and its shop stewards may review the aforementioned call logs upon request.

In the event that a bargaining unit employee works an unscheduled overtime assignment (i.e., an employee works overtime hours that were not scheduled two days in advance and were not offered via the overtime call list), then the employee will be skipped over once in the overtime list rotation for future scheduled overtime shifts. This does not apply to overtime incurred by an on-call employee. The City will maintain a record of the names of workers and the number of unscheduled overtime assignments worked and these records shall be made available to the Union's shop stewards upon request.

The City and the Union will convene on February 1st, 2018 (or, pending a schedule conflict, within 30 days after February 1st, 2018) to review and if need be, at the request of either party, reopen and bargain only the overtime distribution system as detailed in Article 12, Section C.

D. ON-CALL:

An employee shall be assigned to on-call status for seven (7) consecutive days in order to be available to respond to emergencies and routine maintenance needs which may arise during his or her off-duty hours. A volunteer on-call list will be created within the Public Works Department from which qualified employees interested in on-call assignments in their classification will be selected on a rotating basis. If there are less than four (4) volunteers on the list to fill an on-call assignment, the Department will utilize its seniority rotational list of all qualified employees in the classification for whom on-call duty is required in place of the volunteer list. All on-call duty will be assigned on a rotating basis providing the employee is qualified in the opinion of the City to perform the work. The City will furnish the employee transportation during his/her tour of being on-call. When an employee is assigned to on-call, he/she must be able to arrive at the City's shops within thirty (30) minutes of call for service.

Employees assigned to on-call duty, which shall include answering routine telephone calls from the telemetry system and placing calls to WICKS for telemetry monitoring as provided by policy, shall be paid three hundred ninety dollars (\$390) per week for the duty. Any other phone calls associated with being on-call shall be paid one quarter (1/4) hour or the actual length of the call, whichever is greater.

Any time an employee who is on-call is called out and required to report to work, he/she will receive a minimum of one (1) hour at one and one-half (1-1/2) times the employee's regular hourly rate for the work performed commencing when the employee takes the phone call. Any subsequent call outs occurring prior to the employee

arriving back at home after responding to a previous call out shall be compensated as a continuation of the prior call out and shall not be considered a separate call out.

An employee may voluntarily agree to substitute for another employee who is assigned to on-call, provided he/she is qualified for on-call duty and provided the employee whose on-call it is notifies his/her supervisor and central one work day prior to the substitution. A rotating list of employees available to trade on-call duties shall be created so that all employees will have an opportunity to accept on-call duty. Once on-call duty is accepted, the next employee on the list becomes the next eligible employee to voluntarily accept a standby trade request. An employee who obtains a substitute to serve on-call for his/her turn will not be able to trade on-call responsibilities until he/she fulfills an on-call duty.

Any employee who, while assigned to on-call duty, fails to respond to a call in a timely manner, shall be subject to discipline.

E. ACTING IN CAPACITY:

Any employee who is temporarily assigned to perform all or essentially all of the duties of a position with a greater base pay than that to which he/she is normally assigned for four (4) or more consecutive hours shall receive a five (5) percent premium on his/her regular wage. Employees who are assigned to an acting position for training purposes, provided there is an adequate level of supervision so as to distinguish the assignment from other acting assignments, shall not be subject to the provisions of the above.

F. COMMERCIAL DRIVERS LICENSE PHYSICALS:

Employees required to possess a Commercial Drivers License (CDL) assume full responsibility for obtaining and maintaining such license. The City will offer employees an option at no cost to the employee for obtaining a physical necessary to maintain their CDL license.

In the event the City asks an employee to upgrade a classification of a driver's license or any certification required to be held by an employee as a condition of his/her employment in his/her current position, the City shall reimburse all costs associated with the acquisition of the upgraded license and/or certificate, provided the license and/or certificate is successfully completed on the first attempt and subsequent documentation is provided to the City.

G. DIFFERENTIALS

A. shift differential of four percent (4%) will be paid for graveyard shifts. A graveyard shift will be defined as a shift that begins between 11:00 p.m. and 4:00 a.m. The differential will be paid only for hours worked until 8:00 a.m. In the event that the City implements a twelve (12) hour shift, employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the graveyard shift differential for all hours worked from 11:00 p.m. to 6:00 a.m. The City shall on a yearly basis evaluate the start and stop times of twelve (12) hour shifts and discuss these start and stop times with the Union's shop stewards and affected bargaining unit employees.

Employees shall receive ten percent (10%) for lead worker assignment.

Employees shall receive two percent (2%) for the following certifications assigned by the City: Cross Connection Specialist Certification; Cross Connection Tester Certification; Water Distribution Certification for Certified Wastewater Collection Operators; Wastewater Collection Certification for Certified Water Distribution Operators; Cross Connection Tester Certification for Public Works Maintenance Workers; and Water Treatment Certification for Laboratory Technician.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

A. FORMS OF DISCIPLINE:

Disciplinary action shall include the following:

- Written reprimand
- Demotion
- Suspension (without pay)
- Reduction in pay
- Discharge

B. JUST CAUSE:

Except as otherwise provided in this agreement, no employee shall be disciplined without just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. If there is a disagreement as to whether or not just cause exists, such dispute shall be resolved in accordance with the provisions of Settlement of Disputes, Article 15, hereof.

C. DUE PROCESS:

1. Due process shall be required before any disciplinary action other than a written reprimand is taken. For purposes of this Agreement, due process shall require that the following steps be accomplished before an employee is subject to any disciplinary action other than a written reprimand.
2. Before any decision to take disciplinary action is finalized, the following shall occur:
 - a. The employee will be informed of the charges in writing and given the information that is the basis for the possible disciplinary action.
 - b. After the employee has been informed of the charges, he or she shall have the opportunity to meet and discuss the matter with the supervisor who initiated the charges. If the employee chooses to meet with the supervisor to discuss the charges, he/she shall be allowed to have a representative of the Union present if he/she so elects.
3. After the decision with respect to disciplinary action has been made, the employee shall be given written notification thereof.

ARTICLE 14 - SENIORITY RIGHTS

A. SENIORITY:

Seniority shall be defined as the employee's total length of unbroken service with the City, except as otherwise required by law, e.g., military leave.

B. LOSS OF SENIORITY:

Seniority shall be lost for the following reasons:

1. If the employee quits.
2. If the employee is discharged.
3. If the employee retires.

4. If the employee is laid off because of a reduction in force or lack of work for a period in excess of eighteen (18) months.
5. If the employee is absent from work for seventeen (17) consecutive work hours from the start of the shift missed (i.e., one (1) hour into the shift of the third (3rd) consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that it was impossible for the employee to give such notice.
6. If the employee fails to respond in writing within three (3) days from the receipt or return by the post office, of a notice of recall from a layoff. Such notice shall be personally delivered or sent by certified mail, return receipt requested, to the employee's last-known address on file with the City.
7. If the employee secures other employment, unless agreed to in advance by the supervisor, during a leave of absence.
8. If the employee, while on layoff, fails to register in person or by mail with the supervisor or designee upon change of address, change of telephone number, at least once every six (6) months during the period of layoff signifying his/her availability for recall or if a certified mailing as specified in #6 above is returned to the City as not delivered.

C. LAYOFF AND RECALL:

If a layoff is to occur, it shall be done in the inverse order of seniority, as herein defined, within the affected job classification(s). Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in another job classification within the bargaining unit, provided the displacing employee has greater seniority, currently possesses all the necessary qualifications (as determined by the City) and is able to obtain all of the required certifications within six (6) months, as specified in the most recent job recruitment announcement, for the position to which he/she proposed to bump. The bumping employee shall serve a ninety (90) day trial service period. An employee who bumps into a lower paying job classification will not be paid more than the base pay (salary without certification) at top step of the job classification into which the employee bumps. An employee who bumps into a higher paying job classification will be assigned to the pay scale closest to the employee's salary in the former position without taking a cut in pay. For employees who bump into another classification, the City shall pay annual certification renewal fees up to twelve (12) months.

If the employee fails to successfully complete the trial service period and/or fails to obtain the required certifications within six (6) months, he/she shall be subject to layoff and the most senior employee, if any, who: (1) is on layoff status, (2) is qualified for the position and (3) previously held a position of at least equal pay, shall be recalled from layoff to fill the position. When available openings occur that are: (1) within the bargaining unit and (2) at the same or lower paying classification from which the layoff occurred, qualified employees shall be recalled from layoff in the reverse order of layoff. If the employee is to be recalled to a classification which is different than the classification in which he/she was employed at the time of layoff, he/she must meet the minimal qualification for the position and shall be subject to the trial service period as delineated for bumping employees.

An employee will remain on the layoff list and be eligible for recall for eighteen (18) months. The City shall notify a laid off employee of a position opening by certified letter, return receipt requested, to his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that his/her current address is on file at the time the recall occurs. The employee shall have three (3) days from the receipt, or return by the post office, of such notice to notify the City in writing of his/her intent to return. The employee must be able to return to work within fourteen (14) calendar days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the three (3) days herein specified, or if he/she refuses an offered position, all rights to recall shall be terminated.

Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive such benefits for the period of the layoff.

ARTICLE 15 - SETTLEMENT OF DISPUTES

A. GRIEVANCE PROCEDURE:

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I: IMMEDIATE SUPERVISOR—INFORMAL CONFERENCE: In an effort to resolve the matter informally, the affected employee shall first discuss the grievance or dispute with his or her immediate supervisor within fifteen (15) business days of the event which is the cause of the grievance.

STEP II: DEPARTMENT DIRECTOR—FORMAL FILING: If the grievance has not been settled between the affected employee and the immediate supervisor, it shall be presented in writing by the employee or the Union to the department director within ten (10) business days of the informal conference with the supervisor. Such writing shall include, but shall not be limited to:

1. a statement of the grievance and relevant facts,
2. identification of the provision(s) of the contract allegedly violated,
3. a statement as to why the grievance could not be resolved at Step 1, and
4. a statement of the remedy sought.

The department director shall have ten (10) business days from receipt of the written grievance in which to respond to the Grievant in writing.

STEP III: CITY MANAGER: If the grievance has not been settled between the affected employee and the department head within the allocated time, it shall be presented in writing by the Union to the City Manager or designee within ten (10) business days of the completion of Step II. The grievance presented to the City Manager shall contain the following:

1. a statement of the grievance and relevant facts,
2. identification of the provision(s) of the contract allegedly violated,
3. a statement as to why the grievance could not be resolved at Step 2, and
4. a statement of the remedy sought.

The City shall have ten (10) business days from receipt of the written grievance in which to respond to the Grievant and Union in writing.

STEP IV: If the grievance is still unsettled after completion of Step III, the Union shall, within fifteen (15) business days of the receipt of written response of the City Manager under Step III, submit the grievance to arbitration by written notice to the City Manager. Within thirty (30) days of their notice to proceed to arbitration, the Union shall contact the Employment Relations Board (ERB) with a request for a list of nine (9) Oregon/Washington arbitrators from which to select to arbitrate the matter. The Union shall strike the first name from the list, followed by the City, and so on, until only one (1) is left. The one (1) remaining shall be the arbitrator.

B: LIMITATIONS ON ARBITRATION:

The arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place while this Agreement is in effect, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the ratification or after the expiration date of this Agreement.

Expense for the arbitrator's services and the proceedings shall be borne by the losing party. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record unless otherwise mutually agreed.

C. TIME LIMITS:

Any or all time limits specified in the grievance procedure may be waived only by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a rejection of the grievance at that Step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved. The employee may be represented at any level of the grievance procedure by a Union representative, including at the point of initial filing at Step I.

ARTICLE 16 – TRIAL SERVICE

A. PURPOSE:

The trial service period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing the work of a new employee, or a newly promoted or transferred employee, providing training, aiding the employees in adjustment to their new positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

B. DURATION OF TRIAL SERVICE PERIOD:

Every new employee hired into the bargaining unit, and every newly promoted or transferred employee, shall serve a trial service period of six (6) months. All newly hired employees may be extended up to an additional six (6) months in the sole discretion of the City.

C. RETENTION AND ASSIGNMENT:

The Union recognizes the right of the City to terminate employees in their trial service period for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classification, the assignment of on-the-job training, cross-training in other classifications, the assignment of educational courses and training programs.

D. TRIAL SERVICE EMPLOYEES:

An employee in their trial service period shall serve at the pleasure of the City and shall not be subject to the provisions of Article 13 – Discipline and Discharge. In addition, any employee who has completed his/her initial trial service period and who has been promoted or transferred shall serve an additional trial service period in the

new position. If the employee fails to complete the additional trial service period, the employee will be returned by the City to the classification held prior to the promotion or transfer without right of recourse to the provisions of the grievance procedure. An employee who has voluntarily promoted or transferred to a new position may return to the employee's prior position within thirty (30) working days of the promotion or transfer. Newly promoted or transferred employees shall not be disciplined without just cause.

ARTICLE 17 - GENERAL PROVISIONS

A. NO DISCRIMINATION:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, gender, sexual orientation, race, color, creed, national origin, political affiliation or mental or physical impairment. Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any and all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right, except as specifically provided herein. It is further recognized that except in certain circumstances, Oregon law (ORS 659A.309) prohibits an employer from discriminating against an individual solely because another member of that individual's family works or has worked for that employer. Inasmuch as the above provisions are also the subject of state and federal law, a grievance claiming a violation of this Section A shall be pursued through Steps I, II, and III of the grievance procedure (Article 15 hereof), but shall not be pursued to Step IV of the grievance procedure or otherwise be the basis of a claim of a violation of this Agreement. The parties agree that the labor agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

B. OUTSIDE EMPLOYMENT:

Outside employment must be approved in writing and will not be allowed if said employment would bring discredit upon the employee or the City. In addition, employment that would detract from one's effectiveness as a City employee is also prohibited.

C. JOB OPENINGS:

Job openings shall be posted internally and, at the City's discretion, externally for fourteen (14) calendar days before a job is filled. A copy of all job postings will be mailed to an address provided by the Union on the day it is posted internally. Any employee who has minimum qualifications for a job opening shall be guaranteed an interview. The City shall be the judge of an employee's qualifications and ability. In the event two (2) or more applicants for a job opening are equally qualified, seniority shall govern.

D. RESIDENCE REQUIREMENT:

The City shall impose no residence requirement or living area restriction upon any member or prospective member of the bargaining unit.

E. SAFETY AND HEALTH:

The City is responsible for maintaining a safe and healthy work place and will abide by all health and safety laws, standards, and regulations, including the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991). Employees are responsible for working safely and must follow all safety rules and practices. Employees should report safety issues to their immediate supervisor as soon as feasible. Employees who work in an area where a safety committee exists should also present any safety-related concerns to their safety committee. If the concern is not resolved by the supervisor or at the safety committee level, or if there is no committee, any employee shall pursue such concerns as a grievance through Steps I and II of the grievance procedure (Article 15) of this Agreement.

However, inasmuch as safety and health are also covered by state and federal law, no claim of a violation of the provisions of this Section E of the Agreement may be pursued to Step III of the grievance procedure herein or otherwise serve as the basis of a claim of a violation of this Agreement.

F. POSITION DESCRIPTION:

Employees will be provided a copy of their position description. A copy of the position description, containing signatures of both the employee and supervisor, will be placed in the employee's personnel file. Each employee's position description will be reviewed periodically. The review process shall include contacting the employee. If the review results in a modification of the position description, the employee will be given an updated copy containing signatures of both the employee and supervisor. A signed updated copy shall also be placed in the employee's personnel file. The City has the sole discretion to determine the duties and qualifications of each position. An employee cannot refuse to sign the position description.

G. RECLASSIFICATION:

A bargaining unit employee may request a reclassification upward, in accordance with Appendix A, by speaking to his/her supervisor directly. If the request is denied, the decision shall be subject to the grievance and arbitration procedure.

H. TRAVEL REIMBURSEMENT:

Reimbursement for mileage, meals, lodging and other authorized travel expenses shall be made in the same manner and amount and subject to the same restrictions as apply to non-union represented City employees.

I. CLOTHING:

On the payday immediately following the first pay period in January and July of each year, all field, maintenance and WICKS water treatment employees shall receive through payroll a \$150 taxable clothing allowance (as required by the IRS regulations) for the purpose of purchasing of approved clothing items. Items specifically required to meet OSHA safety requirements shall be purchased directly by the City at its own expense. The cleaning and maintenance of the clothing shall be the responsibility of the employee.

The City will allow up to \$250 annually towards the purchase of, or reimbursement for, ANSI or ASTM-approved safety-toed boots for employees performing routine field work and WICKS employees who regularly perform field work (i.e., Environmental Services Technician and Mechanical Maintenance Technician). The City will allow up to \$250 bi-annually (every two (2) years) towards the purchase of, or reimbursement for, ANSI or ASTM-approved safety-toed boots for all other employees at the WICKS water treatment plant.

J. JOB SHARE:

Employees may make a written application for sharing a full-time position to the Director of the Department overseeing the position. Such request will be reviewed by the City and considered in light of the City's budgetary and operational needs and the qualifications of the applicants. Acceptance of such requests and continuation of any job share arrangements will be within the sole discretion of the City. Employees regularly scheduled to work twenty (20) or more hours per week would be entitled to pro-rated insurance benefits.

K. JOINT LABOR-MANAGEMENT COMMITTEE:

1. There shall be a Joint Labor-Management Committee. The committee shall consist of six (6) members: three (3) Union members appointed by the Union and three (3) appointed by the City (to include the City Manager or designee). The Union Organizer may attend the Labor-Management Committee as a guest.

2. Regular terms for committee members shall be two (2) years. The initial length of members' terms shall be staggered to ensure future continuity.
3. The committee shall be empowered to make recommendations on broad subjects of mutual interest to the City and the Union, such as training, employee recognition, budget, organizational structure and change, the use of temporary and part-time employees, and technological change. Both the Union and management may bring issues to the committee by submitting agenda items to the City Manager's office one (1) week prior to meeting date. The City Manager shall receive a copy of the agenda prior to the meeting. The Joint Labor-Management Committee shall not deal with personnel issues or matters that are covered by the Collective Bargaining Agreement. Issues which are covered by the Collective Bargaining Agreement shall be pursued through the channels defined by the Agreement.
4. The committee shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate or set policy.
5. The committee shall meet on an as-needed basis.
6. The City agrees to provide meeting space and routine support to the committee.
7. Approved time spent in meetings shall neither be charged to leave credits nor considered overtime worked.

ARTICLE 18 - INSURANCE AND RETIREMENT

A. MEDICAL, DENTAL AND VISION:

The City agrees to make insurance coverage available, including alternative plans as the City may choose to provide. The City will make available the same insurance plans as are made available to its management and non-represented employees. The City retains the right to modify such plans or plans options during the term of this Agreement provided that any such modifications will be reviewed and discussed with the SEIU Local 503 and elected officers of Local 910 at least thirty (30) days prior to the implementation of any such changes.

Employees who are regularly scheduled to work less than forty (40) hours per week shall be eligible for a pro rata contribution toward the cost of the entire medical, dental and vision insurance package based upon relationship that employee's regularly scheduled work week bears to forty (40) hours.

Effective July 1, 2017, the maximum City contribution towards the cost of the monthly insurance premium as specified above will be as follows:

Single employee	100% City Paid
Employee plus one dependent	85% of dependent cost
Employee plus family	85% of dependent cost

Effective July 1, 2018, the maximum City contribution towards the cost of the monthly insurance premium at each level will increase by up to seven percent (7%). The employee will be required to pay the remaining cost of the monthly insurance premium. If the total cost of the insurance premium increases by more than seven percent (7%), the City will make available a second less costly insurance plan with lesser benefits (with the City contribution being not less than its contribution toward the more costly plan). There will be an open enrollment period allowing employees to select which insurance plan they want for the health insurance year.

Effective July 1, 2019, the maximum City contribution towards the cost of the monthly insurance premium at each level will increase by up to seven percent (7%). The employee will be required to pay the remaining cost of the monthly insurance premium. If the total cost of the insurance premium increases by more than seven percent (7%) and if the City has not already done so, the City will make available a second less costly insurance plan with lesser benefits (with the City contribution being not less than its contribution toward the more costly plan). There will be an open enrollment period allowing employees to select which insurance plan they want for the health insurance year.

The City shall provide at its expense a Section 125 deduction for any estimated out of pocket cost for medical, dental and vision insurance.

In the event that any of the insurance coverage provided shall have a net premium in an amount pro rata per covered employee greater than the applicable basic City contribution, then the individual employee shall be responsible for paying any such difference and the City is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the City of any such amount advances. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the City for any such amounts advanced and the City is hereby authorized to deduct such amounts from the earnings of the employee.

B. RETIREMENT:

The City shall continue to contribute thirteen and one-half percent (13-1/2%) of base wage for all employees to a "defined contribution retirement plan" wherein six (6) percent of wages shall be considered employee contributions and shall be available to the employee upon termination for any reason whatsoever. The remaining seven and one-half percent (7-1/2%) of wages shall be treated as an employer contribution. It is intended that the terms of the existing retirement plan be continued without change. The "base" wage for purposes of the foregoing shall be as defined by the terms of the retirement plan in that base wages shall not include irregular or occasional amounts (i.e., overtime, bonuses, and acting-in-capacity pay). Base wages shall include employee pay plan salary plus additions that are paid regularly each month such as certification and lead worker pay. In the event employees are required to pick up or pay the six (6) percent contribution, the City shall provide for same through a pre-tax deduction.

ARTICLE 19 - DISABILITY INSURANCE

During the life of this Agreement, the City will provide a long-term disability benefit to ensure a minimum of sixty (60) percent of current base salary for an employee if disabled due to an off-the-job injury in accordance with the terms of the City's disability insurance policy for all City employees. On-the-job injury or illness is covered by Workers' Compensation.

ARTICLE 20 - STRIKE AND LOCKOUT PROHIBITION

A. STRIKE:

The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work at any location in the City. 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 a picket line in the line of duty.

B. RETURN TO WORK:

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will

immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section A of this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

C. LOCKOUT:

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

ARTICLE 21 - SUBSTANCE ABUSE

It is agreed that the City shall have the right to test for drugs and alcohol in a manner that is consistent with its existing policy.

ARTICLE 22 - SAVINGS

Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated provision.

ARTICLE 23 - PERSONNEL FILE

A. Each employee shall have the right, upon request, to review and obtain copies of the contents of his/her personnel file and completed complaint files, in accordance with applicable ORS, exclusive of materials received prior to the date of his/her employment by the City.

B. An employee may respond, in writing, to any item placed in the official personnel file, and said response shall become part of the said file.

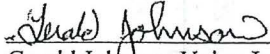
C. Upon written request by an employee, all written reprimands as identified in Article 13 – Discipline and Discharge will be removed from an employee’s personnel file after three (3) years as long as no other Article 13 discipline has been received by the employee within that time. This does not apply to more severe forms of discipline such as demotions, suspensions, or reductions in pay.

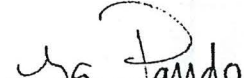
D. Each employee shall be given the opportunity to read and sign any written material that is placed in his/her personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not indicate agreement. If an employee refuses to sign, it shall be noted on the document by the supervisor.

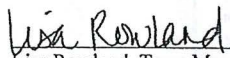
ARTICLE 24 – TERMINATION


This Agreement shall be effective upon the date of signing and shall remain in full force and effect without reopening or further bargaining on any subject which was or might have been raised for collective bargaining, through the 30th day of June, 2020. Negotiations for the next Collective Bargaining Agreement, including the initial exchange of proposals, shall begin no later than seven (7) months prior to contract expiration.

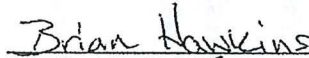
FOR SEIU LOCAL 503, OPEU:

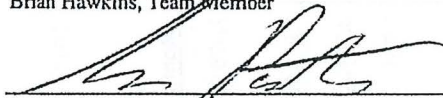

Gerald Johnson, Union Local President


Maggie Pando, Team Member

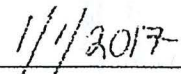

Lisa Rowland, Team Member


Michael Matranga, Team Member

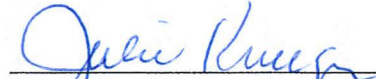

Brian Hawkins, Team Member

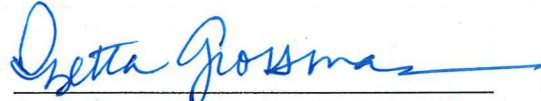

Evan Paster, Union Organizer



Brian Rudiger, SEIU Executive Director


Date

FOR THE CITY:


Julie Krueger, City Manager


Izetta Grossman, City Clerk


Date

Effective July 1, 2017 - 2% COLA			NEW CONTRACT effective July 1, 2017						Steps adjusted to 3% each rounded to two decimals					
1.02														
Job Classification	STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8	
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
CLERK	2,725.34	32,704.09	2,807.10	33,685.21	2,891.31	34,695.77	2,978.05	35,736.64	3,067.39	36,808.74	3,159.42	37,913.00	3,254.20	39,050.39
LIBRARY TECHNICAL ASSISTANT I	2,725.34	32,704.09	2,807.10	33,685.21	2,891.31	34,695.77	2,978.05	35,736.64	3,067.39	36,808.74	3,159.42	37,913.00	3,254.20	39,050.39
ACCT CLERK I	2,929.58	35,154.92	3,017.46	36,209.57	3,107.99	37,295.85	3,201.23	38,414.73	3,297.26	39,567.17	3,396.18	40,754.18	3,498.07	41,976.81
DEPT SECRETARY	2,929.58	35,154.92	3,017.46	36,209.57	3,107.99	37,295.85	3,201.23	38,414.73	3,297.26	39,567.17	3,396.18	40,754.18	3,498.07	41,976.81
LIBRARY TECHNICAL ASSISTANT II	3,124.18	37,490.21	3,217.91	38,614.92	3,314.45	39,773.36	3,413.88	40,966.56	3,516.30	42,195.56	3,621.79	43,461.43	3,730.44	44,765.27
ACCT CLERK II	3,287.16	39,445.95	3,385.78	40,629.33	3,487.35	41,848.21	3,591.97	43,103.66	3,699.73	44,396.77	3,810.72	45,728.67	3,925.04	47,100.53
MUNICIPAL COURT CLERK	3,287.16	39,445.95	3,385.78	40,629.33	3,487.35	41,848.21	3,591.97	43,103.66	3,699.73	44,396.77	3,810.72	45,728.67	3,925.04	47,100.53
ACCT CLERK III	3,451.52	41,418.25	3,555.07	42,660.80	3,661.72	43,940.62	3,771.57	45,258.84	3,884.72	46,616.61	4,001.26	48,015.11	4,121.30	49,455.56
BLDG/GRNDS WORKER	2,705.28	32,463.39	2,786.44	33,437.30	2,870.03	34,440.41	2,956.14	35,473.63	3,044.82	36,537.84	3,136.16	37,633.97	3,230.25	38,762.99
PUBLIC WORKS MAINTENANCE WORKER	3,218.41	38,620.91	3,314.96	39,779.54	3,414.41	40,972.93	3,516.84	42,202.11	3,622.35	43,468.18	3,731.02	44,772.22	3,842.95	46,115.39
GENERAL FUND MAINTENANCE WORKER	3,218.41	38,620.91	3,314.96	39,779.54	3,414.41	40,972.93	3,516.84	42,202.11	3,622.35	43,468.18	3,731.02	44,772.22	3,842.95	46,115.39
EQUIPMENT OP	3,568.32	42,819.81	3,675.37	44,104.40	3,785.63	45,427.53	3,899.20	46,790.36	4,016.17	48,194.07	4,136.66	49,639.89	4,260.76	51,129.09
CERTIFIED MECHANIC	3,639.68	43,676.19	3,748.87	44,986.48	3,861.34	46,336.07	3,977.18	47,726.16	4,096.50	49,157.94	4,219.39	50,632.68	4,345.97	52,151.66
EQUIP OPR - RS CERT 2	3,711.05	44,532.59	3,822.38	45,868.57	3,937.05	47,244.62	4,055.16	48,661.96	4,176.82	50,121.82	4,302.12	51,625.48	4,431.19	53,174.24
OPER IN TRAINING	2,928.85	35,146.14												
CERTIFIED OP WTR/SWR	3,669.18	44,030.12	3,779.25	45,351.02	3,892.63	46,711.55	4,009.41	48,112.90	4,129.69	49,556.28	4,253.58	51,042.97	4,381.19	52,574.26
CERT OP 2 - WTR/SWR	3,815.94	45,791.33	3,930.42	47,165.07	4,048.33	48,580.02	4,169.79	50,037.42	4,294.88	51,538.54	4,423.72	53,084.70	4,556.44	54,677.24
CERT OP 3 - WTR/SWR	3,962.71	47,552.52	4,081.59	48,979.10	4,204.04	50,448.47	4,330.16	51,961.93	4,460.07	53,520.78	4,593.87	55,126.41	4,731.68	56,780.20
CERT OP 4 - WTR/SWR	4,109.48	49,313.74	4,232.76	50,793.15	4,359.75	52,316.94	4,490.54	53,886.45	4,625.25	55,503.04	4,764.01	57,168.14	4,906.93	58,883.18
LAB TECH WTR/SWR	3,952.65	47,431.75	4,071.23	48,854.70	4,193.36	50,320.34	4,319.16	51,829.95	4,448.74	53,384.85	4,582.20	54,986.40	4,719.67	56,635.99

Effective JULY 1, 2018 - 2% COLA										Steps adjusted to 3% each rounded to two decimals					
1.02															
Job Classification	STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	
CLERK	2,779.85	33,358.17	2,863.24	34,358.91	2,949.14	35,389.68	3,037.61	36,451.37	3,128.74	37,544.91	3,222.61	38,671.26	3,319.28	39,831.40	
LIBRARY TECHNICAL ASSISTANT I	2,779.85	33,358.17	2,863.24	34,358.91	2,949.14	35,389.68	3,037.61	36,451.37	3,128.74	37,544.91	3,222.61	38,671.26	3,319.28	39,831.40	
ACCT CLERK I	2,988.17	35,858.02	3,077.81	36,933.76	3,170.15	38,041.77	3,265.25	39,183.02	3,363.21	40,358.51	3,464.11	41,569.27	3,568.03	42,816.35	
DEPT SECRETARY	2,988.17	35,858.02	3,077.81	36,933.76	3,170.15	38,041.77	3,265.25	39,183.02	3,363.21	40,358.51	3,464.11	41,569.27	3,568.03	42,816.35	
LIBRARY TECHNICAL ASSISTANT II	3,186.67	38,240.01	3,282.27	39,387.21	3,380.74	40,568.83	3,482.16	41,785.89	3,586.62	43,039.47	3,694.22	44,330.66	3,805.05	45,660.58	
ACCT CLERK II	3,352.91	40,234.87	3,453.49	41,441.92	3,557.10	42,685.18	3,663.81	43,965.73	3,773.73	45,284.70	3,886.94	46,643.24	4,003.55	48,042.54	
MUNICIPAL COURT CLERK	3,352.91	40,234.87	3,453.49	41,441.92	3,557.10	42,685.18	3,663.81	43,965.73	3,773.73	45,284.70	3,886.94	46,643.24	4,003.55	48,042.54	
ACCT CLERK III	3,520.55	42,246.62	3,626.17	43,514.02	3,734.95	44,819.44	3,847.00	46,164.02	3,962.41	47,548.94	4,081.28	48,975.41	4,203.72	50,444.67	
BLDG/GRNDS WORKER	2,759.39	33,112.66	2,842.17	34,106.04	2,927.44	35,129.22	3,015.26	36,183.10	3,105.72	37,268.59	3,198.89	38,386.65	3,294.85	39,538.25	
PUBLIC WORKS MAINTENANCE WORKER	3,282.78	39,393.33	3,381.26	40,575.13	3,482.70	41,792.39	3,587.18	43,046.16	3,694.80	44,337.54	3,805.64	45,667.67	3,919.81	47,037.70	
GENERAL FUND MAINTENANCE WORKER	3,282.78	39,393.33	3,381.26	40,575.13	3,482.70	41,792.39	3,587.18	43,046.16	3,694.80	44,337.54	3,805.64	45,667.67	3,919.81	47,037.70	
EQUIPMENT OP	3,639.68	43,676.20	3,748.87	44,986.49	3,861.34	46,336.08	3,977.18	47,726.17	4,096.50	49,157.95	4,219.39	50,632.69	4,345.97	52,151.67	
CERTIFIED MECHANIC	3,712.48	44,549.72	3,823.85	45,886.21	3,938.57	47,262.80	4,056.72	48,680.68	4,178.43	50,141.10	4,303.78	51,645.33	4,432.89	53,194.69	
EQUIP OPR - RS CERT 2	3,785.27	45,423.24	3,898.83	46,785.94	4,015.79	48,189.52	4,136.27	49,635.20	4,260.35	51,124.26	4,388.17	52,657.99	4,519.81	54,237.72	
OPER IN TRAINING	2,987.42	35,849.06													
CERTIFIED OP WTR/SWR	3,742.56	44,910.72	3,854.84	46,258.04	3,970.48	47,645.78	4,089.60	49,075.15	4,212.28	50,547.41	4,338.65	52,063.83	4,468.81	53,625.75	
CERT OP 2 - WTR/SWR	3,892.26	46,707.15	4,009.03	48,108.37	4,129.30	49,551.62	4,253.18	51,038.17	4,380.78	52,569.31	4,512.20	54,146.39	4,647.57	55,770.78	
CERT OP 3 - WTR/SWR	4,041.96	48,503.57	4,163.22	49,958.68	4,288.12	51,457.44	4,416.76	53,001.16	4,549.27	54,591.20	4,685.74	56,228.94	4,826.32	57,915.80	
CERT OP 4 - WTR/SWR	4,191.67	50,300.01	4,317.42	51,809.01	4,446.94	53,363.28	4,580.35	54,964.18	4,717.76	56,613.11	4,859.29	58,311.50	5,005.07	60,060.84	
LAB TECH WTR/SWR	4,031.70	48,380.38	4,152.65	49,831.80	4,277.23	51,326.75	4,405.55	52,866.55	4,537.71	54,452.55	4,673.84	56,086.13	4,814.06	57,768.71	

Effective JULY 1, 2019 - 2% COLA														Steps adjusted to 3% each rounded to two decimals			
1.02																	
Job Classification	STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8				
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual			
CLERK	2,835.44	34,025.33	2,920.51	35,046.09	3,008.12	36,097.47	3,098.37	37,180.40	3,191.32	38,295.81	3,287.06	39,444.69	3,385.67	40,628.03			
LIBRARY TECHNICAL ASSISTANT I	2,835.44	34,025.33	2,920.51	35,046.09	3,008.12	36,097.47	3,098.37	37,180.40	3,191.32	38,295.81	3,287.06	39,444.69	3,385.67	40,628.03			
ACCT CLERK I	3,047.93	36,575.18	3,139.37	37,672.43	3,233.55	38,802.60	3,330.56	39,966.68	3,430.47	41,165.68	3,533.39	42,400.65	3,639.39	43,672.67			
DEPT SECRETARY	3,047.93	36,575.18	3,139.37	37,672.43	3,233.55	38,802.60	3,330.56	39,966.68	3,430.47	41,165.68	3,533.39	42,400.65	3,639.39	43,672.67			
LIBRARY TECHNICAL ASSISTANT II	3,250.40	39,004.81	3,347.91	40,174.96	3,448.35	41,380.21	3,551.80	42,621.61	3,658.36	43,900.26	3,768.11	45,217.27	3,881.15	46,573.79			
ACCT CLERK II	3,419.96	41,039.57	3,522.56	42,270.76	3,628.24	43,538.88	3,737.09	44,845.04	3,849.20	46,190.40	3,964.68	47,576.11	4,083.62	49,003.39			
MUNICIPAL COURT CLERK	3,419.96	41,039.57	3,522.56	42,270.76	3,628.24	43,538.88	3,737.09	44,845.04	3,849.20	46,190.40	3,964.68	47,576.11	4,083.62	49,003.39			
ACCT CLERK III	3,590.96	43,091.55	3,698.69	44,384.30	3,809.65	45,715.83	3,923.94	47,087.30	4,041.66	48,499.92	4,162.91	49,954.92	4,287.80	51,453.56			
BLDG/GRNDS WORKER	2,814.58	33,774.91	2,899.01	34,788.16	2,985.98	35,831.81	3,075.56	36,906.76	3,167.83	38,013.96	3,262.87	39,154.38	3,360.75	40,329.01			
PUBLIC WORKS MAINTENANCE WORKER	3,348.43	40,181.20	3,448.89	41,386.63	3,552.35	42,628.23	3,658.92	43,907.08	3,768.69	45,224.29	3,881.75	46,581.02	3,998.20	47,978.45			
GENERAL FUND MAINTENANCE WORKER	3,348.43	40,181.20	3,448.89	41,386.63	3,552.35	42,628.23	3,658.92	43,907.08	3,768.69	45,224.29	3,881.75	46,581.02	3,998.20	47,978.45			
EQUIPMENT OP	3,712.48	44,549.73	3,823.85	45,886.22	3,938.57	47,262.81	4,056.72	48,680.69	4,178.43	50,141.11	4,303.78	51,645.34	4,432.89	53,194.71			
CERTIFIED MECHANIC	3,786.73	45,440.71	3,900.33	46,803.93	4,017.34	48,208.05	4,137.86	49,654.29	4,261.99	51,143.92	4,389.85	52,678.24	4,521.55	54,258.59			
EQUIP OPR - RS CERT 2	3,860.98	46,331.71	3,976.80	47,721.66	4,096.11	49,153.31	4,218.99	50,627.91	4,345.56	52,146.74	4,475.93	53,711.14	4,610.21	55,322.48			
OPER IN TRAINING	3,038.67	36,464.04															
CERTIFIED OP WTR/SWR	3,817.41	45,808.93	3,931.93	47,183.20	4,049.89	48,598.70	4,171.39	50,056.66	4,296.53	51,558.36	4,425.43	53,105.11	4,558.19	54,698.26			
CERT OP 2 - WTR/SWR	3,970.11	47,641.30	4,089.21	49,070.54	4,211.89	50,542.65	4,338.24	52,058.93	4,468.39	53,620.70	4,602.44	55,229.32	4,740.52	56,886.20			
CERT OP 3 - WTR/SWR	4,122.80	49,473.65	4,246.49	50,957.85	4,373.88	52,486.59	4,505.10	54,061.19	4,640.25	55,683.02	4,779.46	57,353.51	4,922.84	59,074.12			
CERT OP 4 - WTR/SWR	4,275.50	51,306.01	4,403.77	52,845.19	4,535.88	54,430.55	4,671.96	56,063.46	4,812.11	57,745.37	4,956.48	59,477.73	5,105.17	61,262.06			
LAB TECH WTR/SWR	4,112.33	49,347.99	4,235.70	50,828.43	4,362.77	52,353.29	4,493.66	53,923.88	4,628.47	55,541.60	4,767.32	57,207.85	4,910.34	58,924.08			