

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TIGARD

and

SEIU LOCAL 503/OPEU, LOCAL 199

EXPIRES JUNE 30, 2019

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PREAMBLE

This Agreement is entered into as of ratification by both parties of the collective bargaining agreement by SEIU Local 503/OPEU, hereinafter referred to as the "Union," and the City of Tigar, hereinafter referred to as the "City," for the purposes of collective bargaining. It is the purpose of this document to set forth the full Agreement between the above-mentioned parties on matters relating to employment relations.

The City and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at that time that they negotiated this Agreement. The parties agree however that this language does not apply to City policies.

ARTICLE 1 – RECOGNITION

Section 1. Bargaining Unit: The City recognizes SEIU Local 503/OPEU "Union" as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for the classifications listed in Appendix "A" for all full-time, regular employees (those employees regularly scheduled to work forty (40) hours per week) and for all regular, part-time employees (those employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week). All seasonal employees (those hired to work for a fixed period of time which is less than one year), casual, irregular part-time (those scheduled to work less than twenty (20) hours per week), and all other employees are excluded from the bargaining unit. Any employee employed on a temporary basis will be excluded from the bargaining unit. It is agreed that temporary, seasonal, casual and irregular part-time employees shall not work for more than 1,040 hours in a calendar year and must have a minimum of a 13-week break in service, prior to returning to the City in a temporary capacity. If a temporary, seasonal, casual, or irregular part-time employee is worked beyond the 1040 hours in a year (without an extension on file), the City must pay the Union equivalent dues that would be owed for all hours worked since the start date for that employee and immediately release the employee from City service. The City agrees that once each quarter (January, April, July, and October) the Union will be provided a calendar year to date total hours worked report for City temporary staff. The Union agrees that when extenuating circumstances exist, a temporary assignment may be extended for up to two months (347 hours) with an explanation of the circumstances and advanced notice to the Union. The parties agree that the foregoing limit on temporary employees' hours shall not apply when the temporary employee is employed as a substitute for a regular full-time or regular part-time employee during an extended leave or period of light duty not to exceed two (2) years or as the parties may otherwise agree.

Section 2. Non-Discrimination: This Agreement shall be applied equally to all employees represented by the Union without unlawful discrimination for any reason. The Union shall share equally the responsibility for applying the provisions of this paragraph. Inasmuch as both State and Federal law include mechanisms for the resolution of discrimination issues, the Union and the City agree that the provisions of this Section shall be used as the basis for a Step 1 through Step 3 grievance, but shall not be pursued to Step 4 - Arbitration, or otherwise cited as the basis for a claim of a violation of this Agreement.

Section 3. New Classifications: The City shall notify the Union of its decision to change an existing or add a new classification by sending a copy of the new or revised classification description to the Union. The City shall also notify the Union of any change in job duties of an existing classification if such a change may affect the employee's representation status. The City shall also advise the Union as to whether or not it regards the new or revised classification or position to be within or outside the bargaining unit. If the City and the Union cannot agree as to whether or not such new or revised classification or position should or should not be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such new or revised classification or position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled. The Union shall have the right to bargain over the appropriate salary ranges for any new or substantially changed classification within the bargaining unit.

Section 4. Notice: Unless otherwise provided in this Agreement, whenever notice to the Union is required under this Agreement, such notice shall be satisfied by actual delivery of written notice or e-mail to the Local 199 Union President.

ARTICLE 2 - SAVINGS CLAUSE

If any Article or Section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Further, should a federal or state agency or court issue a decision that would result in a clause of this Agreement to be unlawful the City shall have the right to immediately reopen and bargain the relevant Article(s) of this Agreement if applicable.

ARTICLE 3 - EMPLOYEE RIGHTS

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

ARTICLE 4 - MANAGEMENT RIGHTS

The City Manager and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and method of operation, including the introduction of new equipment; establishing procedures and standards for employment and promotion; layoff, transfer, and demotion; to discipline or discharge for just cause; determine job descriptions; determine work schedules and assign work, and any other rights, except as expressly limited by the terms of this Agreement. In all matters not specifically limited by this contract, the City shall have a clear right to make and to implement decisions in all such areas on a unilateral basis. All such decisions and actions shall not be subject to the contract grievance procedure or other claim of a violation of this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1. Payroll Deductions

- (a) Upon written or electronic 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, and/or electronic records and will provide copies to the City upon request.
- (b) 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 tenth (10th) 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.
- (c) The City will not be held liable for check off errors but will make proper adjustments when notified of errors as soon as is practical. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deduction made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.
- (d) For all deduction authorizations received on or before the tenth (10th) of the month, deductions shall be made for the month in which the application is submitted. If the City receives a request to rescind, the City shall forward such request to the Union. If the Union shows an applicable agreement that prevents revocation under ORS 243.776 and/or ORS 292.055 or other state or federal applicable laws or rules, then the City shall inform the employee of those results. In addition to general indemnification, the Union will indemnify, defend, and hold the City harmless against any claim made or any suit initiated against the City as a result of any City action taken pursuant to the provisions of this Section. Copies of all such requests for dues cancellation shall be transmitted to the Union.
- (e) The aggregate deductions of all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters no later than the tenth (10th) day of the month following the month for which the deductions were made. The itemized listing of Union positions shall reflect employees, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary change, new changes, or any other personnel action which would affect the amount of dues withheld. The monthly dues/fair share deduction statement from the City shall include the following information in electronic form for each bargaining unit employee: name, unique employee ID number, base pay rate, hire date, FTE, home phone number and home address, department and job classification.
- (f) The City agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement.
- (g) The City agrees to notify the Union when an employee leaves the bargaining unit, or changes member fair share or religious objector status as soon as practical, but no later than two (2) weeks after the change.

Section 2. Fair Share: Employees covered by the terms and conditions of this Agreement and who have not authorized the deduction of dues pursuant to Section 1 of this article shall have payments in lieu of dues (fair share) deducted from their pay for transmittal to the Union in accordance with the provisions of Section 1 hereof. The amount of the fair share payment shall be the bona fide cost of representation as certified in writing by the Union to the City and shall not exceed the dues required of employees who are members of the Union. The City shall notify all newly hired employees of this requirement at the time of employment. The names of all newly hired employees under this Agreement will be submitted to the Union President and Organizer within ten (10) days of their date of hire.

Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees exercising this right must notify the City and the Union of such status. Payment shall be remitted to that charity by the employee and this fact certified by the employee to the Union within ten (10) calendar days of the time dues or fair share payments will have been taken out of the employee's paycheck. Upon an employee's failure to provide certification to the Union by the tenth (10th) day, the Union may notify the City that it shall resume dues or fair share deductions until such notice is provided.

Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted, together with an itemized statement, to the Union no later than the tenth (10th) day of the month following the month for which deductions were made.

Section 3. Indemnification: The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 6 - UNION RIGHTS

Section 1. Meetings with the City: A Union steward or other Union representative and employees who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee or employees will attend any such meeting when the time of the meeting is set, and it shall be the responsibility of each individual employee to provide a minimum of twenty-four (24) hour advance notice whenever possible of the meeting to his or her immediate supervisor. The City reserves the right to change the time of any meeting that unduly disrupts City operations.

Section 2. Negotiations: The negotiating team of the Union, to be comprised of not more than five (5) employees, shall be permitted to attend negotiation meetings with City representatives without loss of regular pay, based on work time lost, when such negotiations are scheduled during the regular work hours of the involved employees. In addition to the above-provided time off for negotiations, the Union's bargaining team shall be allocated a fifteen (15)-hour leave pool to be used among the bargaining team members for negotiation preparations and related activity during the course of negotiations. Team members desiring to use all or a portion of the leave pool shall request the time off at least forty-eight (48) hours in advance and will record their time as "Union Business Leave (UBL)." The parties agree that there may not be more than two (2) employees from the same department on the Union's negotiating team.

Section 3. Bulletin Boards: The City agrees to furnish and maintain suitable bulletin board space in convenient places to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City agrees that the Union may utilize the inter-office electronic mail system as another form of communication between employees. The Union agrees that the e-mail system will not be used to discuss negotiations or to transmit confidential material such as grievance information. The Union agrees to restrict the use of e-mail to activities not prohibited by the contract.

Section 4. Personnel Policies: The City shall submit a copy of any proposed revisions to the City's Personnel Policies and Procedures Manual to the Union for comment before such revisions are adopted.

The Union shall be provided a copy of any work rules or other written memoranda that are distributed to all employees in the City or to all employees of a department of the City. The City shall maintain an up-to-date general Policies and Procedures Manual which shall be available in the Human Resources office. Written departmental policies and procedures will be made available in the department.

Section 5. Stewards: The Union will provide the City with a current list of designated union stewards. If the Union fails to provide current steward names, no City time shall be granted for unnamed stewards. Time spent by stewards under this Article will be recorded and reported to the immediate supervisor by the steward as the time is incurred. If a steward fails to maintain or provide proper records of time spent, no further City time shall be granted.

Section 6. Leadership Meetings: The City Manager and the Union President shall meet quarterly for the purpose of maintaining open communication between the parties. These meetings are not intended to replace or supplement bargaining between the parties, and shall not include discussion of mandatory subjects of bargaining.

Section 7. New Employee Orientation: The City will schedule up to fifteen (15) minutes during an SEIU employee's new hire orientation to allow a Union Steward or Officer time to provide a Union orientation. The City shall notify the Union President of the time so scheduled for each orientation. It shall be the Union's responsibility to provide an available Steward or Officer at the scheduled time.

ARTICLE 7 - CITY SECURITY

The Union agrees that during the term of this contract its membership will not participate in a strike, work stoppage, sympathy strike, slowdown, or other interruption of work. Any violation of this Article shall be grounds for disciplinary action up to and including discharge. There shall be no lockout of employees during the term of this Agreement.

ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD, POSTING, PROMOTIONS, AND RECLASSIFICATION

Section 1. Determining Seniority: For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service with the City from the most recent date of hire in a regular, full-time or regular, part-time bargaining unit position. No employee who has accrued seniority as of the date of this Agreement will lose seniority by reason of this provision. Employees will continue to accrue seniority when they are out on protected leaves. Employees out on unprotected unpaid leaves of absence that are for thirty-one (31) days or longer since his/her most recent hire date will not accrue seniority when out on leave but will retain the seniority they had before going on leave.

Section 2. Probationary Period:

- (a) **New Employee:** The probationary period shall be six (6) months for all new employees. By mutual agreement of the City and the Union, an extension of the probationary period for a maximum of three (3) months may be implemented. During the probationary period, an employee may be discharged at the sole discretion of the City without any reasons or cause being shown.
- (b) **Promoted or Transferred Employee:** A newly promoted or transferred employee will be subject to a probationary period of six (6) months from the effective date of the promotion or transfer. By mutual agreement of the City and the employee, an extension of the probationary period for a maximum of an additional three (3) months may be implemented. During a promotional or transferee probationary period, an employee will continue to be considered a regular employee, will continue to accrue seniority, and shall be protected in discipline and discharge procedures on the same basis as other regular employees. However, during such a promotional or transferee probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City. Written notice to the employee of the reasons for the action shall be provided. During the first sixty (60) days of their probationary period in the new job, employees shall have the right to return to their previous classification at their request.
- (c) **Reclassification:** Employees filling positions that are reclassified by the City will not be subject to a probationary period unless otherwise indicated prior to the effective date of the reclassification. During such a reclassification probationary period an employee shall be returned to his/her previous classification or position, or to some other classification or position for which the employee is qualified in the same pay range and department if there is no vacancy in the employee's previous classification or position, at the sole discretion of the City.
- (d) **Promotion:** For purposes of this Article, "Promotion" is defined as appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. Employees who are promoted will be required to serve a new probationary period and their merit date will change to the date of their promotion.
- (e) **Transfer:** For the purposes of this Article, "Transfer" is defined as appointment to a new assignment which has the same maximum salary rate as the employee's present classification. Employees who are transferred will retain the same merit date as applied to the employee's prior assignment. However, employees transferred to a position in a different classification in which they have not previously served must serve a probationary period in the new classification.

Section 3. Job Posting: All vacancies and new positions to be filled shall be posted on appropriate bulletin boards for at least seven (7) calendar days prior to the application deadline. Additionally, posted positions will be emailed out to employees at least seven (7) calendar days prior to the application deadline. This electronic posting shall satisfy the posting requirement and serve as evidence of having posted a position, should there be a challenge. This subsection shall not apply to transfers, recall of employees' subject to layoff and/or to ADAAA/Worker's Compensation accommodations or returns from ADAAA/Worker's Compensation related leaves.

Section 4. Promotions or Classification Transfer: The parties agree that the most qualified applicant for a promotional opportunity or classification transfer will be given preference in filling any such vacancy. Employees shall be given full consideration for all promotional opportunities or classification transfers, if they meet the qualifications. In cases where two (2) current City employees are considered, in the judgment of the City, to be equally qualified for a promotion, the promotion or classification transfer shall be given to the employee who has the greatest seniority. At the time of the promotion, an employee shall be placed at the starting rate for the job, minimum of at least five percent (5%) pay increase, provided that if the promoted employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the promotion, the employee will be paid no less than the differential he or she was receiving while acting in capacity. The promoted employee's pay rate shall not, however, exceed the established pay range for the classification to which he or she is being promoted. Any employee who is interviewed for a position, and who is not selected, shall upon request, be entitled to a meeting with his or her supervisor and a representative from Human Resources to discuss actions he or she might take to become a more viable candidate for future openings.

Section 5. Reclassification: If an employee has good reason to believe that the duties of his/her position are no longer consistent with the classification to which he/she is assigned, a classification review request may be submitted in writing to the employee's supervisor. The classification review request shall detail the specific changes in job duties that have occurred since the effective date of this Agreement or the specific inconsistencies that exist between his/her job duties and current classification. If the matter is not resolved between the employee and supervisor, the employee may within thirty (30) days following the employee's written classification review request submit a written classification review request to the department head. The City shall have thirty (30) days to review and respond to a classification review request and shall have an additional thirty (30) days if an outside consultant is to be retained for the purpose of reviewing the request. Wage adjustments which may result from this process may involve either an increase or a reduction in the employee's compensation, in no case retroactive for more than thirty (30) days previous to the date the written classification review request is submitted to the supervisor under this Section 5. No classification review request may be submitted by an employee during the period of his or her probationary service with the City. An employee's merit review date will not be changed by reason of reclassification under this Section 5.

The foregoing shall not be construed as preventing the City from exercising its right to transfer employees, to assign job duties, to define and redefine the job duties of any position, and upon its own initiative to reclassify positions pursuant thereto.

When a position is reclassified, the incumbent who is subject to the reclassification shall be paid as follows:

- (a) If the new classification has a higher maximum rate of pay, the employee shall be paid the minimum rate of the new classification or his/her current rate of pay plus five percent (5%) whichever is greater. If the employee's current rate of pay exceeds the maximum rate of pay of his/her new classification, the employee shall be maintained at his/her current rate of pay until such time as the maximum rate of pay of the new classification exceeds his/her current pay.
- (b) If the new classification has a lower maximum rate of pay, the employee shall receive his/her existing rate of pay but shall not be eligible for cost-of-living increases until such time as the established maximum pay rate for the new classification exceeds his/her rate of pay. If the employee works in such new classification as a result of employee request or in lieu of layoff the employee will be paid the applicable rate of pay for the lower classification given the length of the employee's service.

- (c) If the reclassified employee has been acting in capacity in that position for a period of three (3) months or more, at the time of the reclassification, the employee will be paid no less than the differential he or she was receiving while acting in capacity.

All reclassifications shall be effective upon the first of the month following the month in which the reclassification request was submitted to the City. No grievance regarding an employee's classification assignment may be filed until after the provisions of this Section have been exhausted. If a grievance regarding an employee's classification assignment is pursued to arbitration, the arbitrator shall be bound to the standards contained in this Section in making his/her determination.

ARTICLE 9 - HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Week, Work Day and Work Schedule: The "work week", shall be defined as seven (7) consecutive days commencing at the start of the employee's work schedule.

A "work day" shall be defined as a recurring twenty-four (24) hour period commencing at the start of the employee's work schedule.

A "work schedule", consistent with the operating requirement of the City, shall be a 5-8, 4-10, 9-80, flexible or part-time as follows:

- (a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each work week.
- (b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each work week.
- (c) A "9-80" work schedule shall consist of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day.
- (d) An alternative work schedule shall consist of fixed hours other than a 5-8, 4-10, or 9-80 schedule.
- (e) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee but remains variable with regard to the number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. Assignments which the City expects to work a flexible schedule will be identified as such. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule.
- (f) "Regular part-time" employees shall be scheduled to work a portion of any of the above- specified schedules.
- (g) Job Sharing: As long as the City maintains a policy allowing job sharing, employees shall be eligible to participate in the City's program. The application of the policy, however, shall not be subject to the grievance procedure.

Section 2. Overtime: The City and the Union agree to waive the application of ORS 279.340 and shall utilize the following provisions in determining compensation for overtime:

All authorized work shall be compensated at the rate of time-and-one-half for work under the following conditions:

- (a) Employees assigned to a 5-8 schedule shall receive overtime for any work after eight (8) hours on any work day, and for any mandatory work performed on the sixth (6th) or seventh (7th) day of the employee's work week.
- (b) Employees assigned to a 4-10 schedule shall receive overtime for any work after ten (10) hours on any work day and for any mandatory work performed on the fifth (5th), sixth (6th), or seventh (7th) day of the employee's work week.
- (c) Employees assigned to a 9-80 schedule (consisting of four (4) days of nine (9) hours each, followed by one (1) day of eight (8) hours with every other week being a day off on the fifth (5th) day) receive overtime for work time required outside their regularly scheduled work day hours (9 or 8 based on the day within the schedule) and for any work required to be performed on their regularly scheduled days off. For FLSA purposes, the work week begins at the halfway point of the eight-(8) hour day and runs for seven (7) calendar days, establishing each week as a forty (40) hour work week.
- (d) Employees assigned to a flexible work schedule shall receive overtime credit for all authorized work hours that exceed forty (40) hours per work week.

All overtime pay shall be computed to the nearest one-quarter (1/4) hour. Under no conditions will overtime be paid twice for the same hours worked.

Section 3. Payment of Overtime: Overtime that is not scheduled as compensatory time off during the pay period in which it is worked shall be paid in cash or, if authorized by the City and agreed to by the employee, be accrued as compensatory time off to the extent such is allowed by law. The time shall be scheduled upon the employee request, consistent with the operating needs of the City and in accordance with the Fair Labor Standards Act. The parties agree that the City will not be obligated to schedule compensatory time off and that such a request will be deemed to be unduly disruptive if the request would cause the City to incur overtime to cover the requested time off. Compensatory time off accrual shall be capped at no more than a total of sixty (60) hours. Any time banked over the sixty (60) hour maximum shall be paid in cash. As a transition for staff who currently have banks in excess of sixty (60) hours, they will have time to take time off in order to reduce their bank to the sixty (60) hour maximum. Any amount in excess of sixty (60) hours as of the first paycheck in January 2017 shall be cashed out. All accrued compensatory time shall be paid in cash upon termination of employment with the City.

Section 4. Shift Change Premium: If an employee's regularly scheduled work hours are changed with less than five (5) calendar days' advance notice, those hours upon the first day of the modified schedule that fall outside of the originally scheduled hours shall be paid at the overtime rate. The provisions of this Section shall not apply if the change in work hours is at the request of the employee or is the result of an emergency or unforeseeable circumstance, such as inclement weather.

Section 5. Call-Back: Any employee who has completed his/her work day and departed the City's premises upon completion of said day and is then called back to work more than two (2) hours before the start of his/her next normal shift will receive a minimum of two (2) hours pay at time-and-one-half of the employee's regular rate of pay. In the event such a call-in occurs less than two (2) hours prior to the start of the

employee's next normally scheduled shift, the employee shall receive overtime pay until the start of his/her regular shift, at which time he/she will begin receiving compensation at his/her regular straight-time rate.

Section 6. Acting in Capacity: When an employee is notified in writing that they will be assigned for a limited period (40 consecutive work hours or more) to perform substantially all the duties of the higher-level assignment outside the scope of their regular job duties that employee shall be paid premium pay of ten percent (10%).

The parties agree to strive to encourage and provide on-the-job training for employees. An employee performing duties out of his/her classification for training and developmental purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

Any City employee who, in addition to his/her regular duties, is functioning as a lead worker to three (3) or more Community Service Workers performing work for the City at the direction of the Court shall qualify for acting in capacity pay under this Section 6.

Section 7. Building Inspector Differential: The parties agree to the attached Appendix B.

Section 8. Bilingual Premium: The City shall designate positions that shall be eligible to receive a three percent (3%), but not less than \$50 (fifty dollars) per month Spanish language premium. The City will use the following criteria when designating positions: those positions that require public contact and continual eliciting and explaining information in Spanish, or those that are in a work location where there is a demonstrated need for Spanish language translation in providing services to the public. The City shall have the right to limit the number of positions eligible for the Spanish-language premium based on actual need. To be eligible for the Spanish language premium, employees in the eligible positions must demonstrate proficiency in Spanish at an intermediate level. Testing to substantiate continued proficiency will be required once every two (2) years. The City will develop a testing/certification process to enable employees to demonstrate such proficiency to the satisfaction of the City. The City may determine that other languages may qualify based on a demonstrated need and changes in the demographic make-up of the City's service population. The City will begin a process to evaluate the frequency of languages being used in service to the public within forty-five (45) days of execution of an agreed-to contract to last not less than four (4) months and no more than six (6) months, to determine if any operational need exists within any departments for languages beyond Spanish. If additional languages are identified as an operational need through the study, the City will follow the above procedures for those newly-identified languages, but will provide a flat \$50 (fifty dollars) per month for the new languages, presuming that the frequency of utilization will be significantly less than the frequency of Spanish.

ARTICLE 10 – HOLIDAYS

Section 1. General Holidays. The City of Tigard shall observe the following paid holidays for employees in other than the Library:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
20 hours of floating holiday (2.5 days of floating holiday)

If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday.

A regular full-time employee shall receive eight (8) hours pay for each of the holidays listed above on which he/she performs no work, provided the employee works the scheduled day before and the scheduled day following the holiday unless the employee is on paid leave status. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time-and-one-half with a minimum guarantee of two (2) hours work.

Section 2. Library Holidays: The Library will observe the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas
44 hours of floating holidays (5.5 days of floating holiday)

Holidays will be observed on the actual day the holiday falls. For employees not scheduled to work on the day a holiday falls, the employee will arrange with his/her supervisor to mutually schedule an alternative day off within thirty days. If an employee is required to work on any of the holidays listed above, he/she shall be compensated for all hours worked at the rate of time- and-one-half with a minimum guarantee of two (2) hours work.

Section 3. Scheduling of Floating Holidays: It is the responsibility of an employee who accrues a floating holiday under Sections 1 and 2 to schedule the holiday time off at a time that is mutually agreeable to the employee and his/her supervisor prior to the end of the fiscal year. Any accrued, but unused floating holiday time will be lost at the end of the fiscal year.

Section 4. Holidays for Part-Time Employees: For part-time employees, if the holiday occurs on an employee's regularly scheduled day off, the employee will arrange with his/her supervisor to mutually schedule an alternative day off before the holiday within the same pay period in which the holiday falls or within thirty (30) days after the holiday. The employee will not be cashed out for the holiday, or allowed to take the holiday time off beyond the thirty-day period. If operational needs permit, the City will allow part-time employees an opportunity to modify their work schedule and work additional hours during a holiday

week to provide for a full paycheck without having to use vacation time or other earned leave and without incurring overtime.

Section 5. Holiday benefits for regular, part-time employees (twenty (20) hours per week or more) shall be granted on a prorated basis to that of a forty (40) hour employee, provided the employee has worked an average of twenty (20) hours per week in the preceding calendar month and the employee works the employee's scheduled day before and day after the holiday or is on paid leave status. In the first month of employment average hours worked per week will be determined on the basis of weeks worked in the month, fractional weeks excluded.

ARTICLE 11 – VACATION

Section 1. Accrual: Full-time employees shall accrue vacation days at the following rates:

| | |
|---------------------------------------|---|
| 0 to 6-month probation period | No monthly accrual, 20 hours of vacation credited upon successful completion of probationary period |
| After 6 months of service | 8.0 hours/month |
| After the 5th anniversary of service | 10.0 hours/month |
| After the 10th anniversary of service | 12.5 hours/month |
| After the 15th anniversary of service | 14.0 hours/month |
| After the 20th anniversary of service | 16.0 hours/month |

A part-time employee shall accrue vacation on a pro rata basis to that of a forty (40) hour employee.

Notwithstanding the above-specified rates of vacation accrual, no employee shall be allowed to accumulate vacation in excess of one hundred ninety-two (192) hours. It shall be the responsibility of each employee to schedule sufficient vacation so that he or she is not denied accrual of additional vacation.

Section 2. Utilization: The parties recognize that utilization of accrued vacation time is in the best interest of the City and the employee. Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee based on the employee's request, seniority, and the operational needs of the City. Once scheduled, there will be no vacation scheduling bumping.

Upon written request by an employee and approval by the Department Head, an employee shall also be allowed to convert a block of up to two (2) weeks of accrued vacation time into cash, provided he or she also has already taken at least forty (40) hours of vacation time off during the same fiscal year. Employees will be required to maintain a minimum of 40 hours of accrued vacation in order to be eligible for cash out under this section. This option may be exercised twice per fiscal year. Part-time employees will be allowed to cash-out a pro-rated amount of leave time based on the average hours worked in a week.

All regular employees shall be entitled to payment for unused vacation leave upon separation from the City service. In the event of death, the employee's heirs will be entitled to payment for unused vacation leave.

Approved vacation leave may not be cancelled by the City except in the event of an emergency which creates an abnormal work load or other condition not under the control of the City. In the event of such condition or emergency, the employee shall be notified of the cancellation in writing. Unrecoverable transportation or

lodging deposits, provided the employee notified the City of same at the time that the vacation was cancelled, will be paid by the City if the employee produces proof of such unrecoverable deposits.

Section 3. Hardship donations. The City will allow employees to make donations of accumulated vacation leave into a "leave bank." Vacation leave may also be donated to a specific employee, if the eligible recipient gives Human Resources permission to disclose the employee's name at the time of the donation request. For the purpose of this Agreement, the hardship leave donations will be administered under the following stipulations:

- (a) The recipient and the donor must be regular employees of the City. The parties agree that management employees may donate to the leave bank or a specific employee on a voluntary basis; the same will be true in reverse.
- (b) The City shall not assume any tax liabilities that would otherwise accrue to the employee.
- (c) Requests to receive hardship leave must be accompanied by medical documentation (or have a FMLA/OFLA certification on file) verifying eligibility of an employee's and/or family member's serious health condition that will leave the employee off work for at least a month.
 - For health conditions requiring intermittent leave, a doctor's note anticipating a need of at least one (1) month of leave over a twelve (12)-month period for the serious health condition would also qualify; however, donated leave must still be taken in blocks of forty (40) consecutive hours or more per (g) below (prorated equivalent for part-time staff).
- (d) Each application for donated vacation hardship leave will be reviewed and approval granted or denied on a case-by-case basis by the Human Resources Department. The City retains the right to require periodic (monthly or otherwise based on the law) certification to verify eligibility.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay.
- (f) Donated hours will be directed to a vacation donation hardship leave bank for access by any regular employee meeting the criteria for requesting a hardship leave as referenced in this policy or time may be donated to a specific employee, if the request for donation is specific to an individual or individuals.
- (g) To be eligible, employees must have:
 - Maintained an average of at least forty (40) hours of sick leave over the preceding twelve (12) months and have exhausted paid leave accruals; OR
 - Been unable to maintain the leave accruals due to the employee's own serious health condition or that of a family member in the prior twelve (12)-month period and have exhausted paid leave accruals;AND
Employees must be on approved unpaid leave for a minimum of forty (40) consecutive work hours per incident (prorated equivalent for part-time staff). Employees on approved unpaid leave status will be responsible for paying all benefit premiums, unless the unpaid leave was covered under OFLA/FMLA protected status.
- (h) For those employees eligible to access the leave bank, the City will notify the Union President of any request for hardship leave, as long as the employee requesting the leave consents to such notification, in writing. The notification shall include the status of the hardship leave bank. Donations made to a specific individual will be used on a first-come/first-used basis and will not be removed from the donor's vacation leave bank until and unless there is a documented need. Donor's leave shall only be available to the recipient during the specific medical incident under which it was granted (EG if

granted for a broken arm and not all used, it does not remain available for a new medical incident a few weeks later, such as a broken ankle).

- (i) Unused donated hours to the leave bank shall be carried over from year-to-year and shall not lapse. For employee-specific donations, unused hours will remain with the donor and will not be otherwise carried over.

ARTICLE 12 – BENEFITS

Section 1. Life Insurance: The City shall provide each employee with a \$25,000 group term policy and will pay one-hundred percent (100%) of the premium. Effective January 1, 2017 the group term policy shall increase to \$50,000.

Section 2. Medical Insurance: The City agrees to provide employees a choice between Regence Plan Copay B or Kaiser (Kaiser Copay A for 2017; beginning plan year 2018 the City will move to Kaiser Copay B) medical insurance including the alternative care option, contingent upon CIS' minimum enrollment requirements and plan availability. The City also agrees to provide dental insurance (a choice between Willamette Dental, ODS, and Kaiser Dental) and vision insurance or substantially equivalent coverage for each employee and all enrolled dependents including domestic partners, subject to CIS enrollment rules and the following (based on the insurance plans selected by each full-time employee – thirty (30) or more hours per week):

Effective January 1, 2017 the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

It is acknowledged that CIS will be discontinuing, effective January 1, 2018 the Regence V plan series and the current Kaiser (Copay A) plan. The new Kaiser (Copay B) plan will be available in lieu of the Kaiser (Copay A) plan beginning January 1, 2018.

Effective January 1, 2018, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

Effective January 1, 2019, the City's payment toward both medical plan options with dental will be ninety (90%) of the cost of the plans. Any remaining difference in medical/dental insurance premiums will be paid by the employee.

For calendar year 2016, the City will pay up to an additional forty dollars (\$40) monthly subsidy toward employees' monthly premium contribution for full-time employees (thirty (30) hours or more) who get their coverage from the City and have a salary rate less than or equal to \$3200.

Section 3. Payroll Deduction:

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 12, Section 2 with or without the employee's individual authorization.

Section 4. Insurance Committee – Insurance Reopener:

The parties agree to continue a joint insurance committee to review insurance plan options and to make recommendations for potential changes in plan design that will provide quality, affordable care, while containing insurance costs. The committee will meet as needed beginning in the fall of 2018 to make recommendations for the next contract renewal, plan year 2020. The committee will be called together sooner if the City insurance costs experiences aggregate rate increases in excess of eight percent (8%) or if the excise tax provisions of the ACA places the City in jeopardy of being charged for the program on an individual or citywide basis. The committee shall determine plan changes that will bring the cost of increases for insurance to eight percent (8%) or less and/or below the ACA excise cap as applicable. If the committee is unable to reach a majority decision, then the parties agree to a ninety (90) day mid-term bargaining period under the statute, as a reopener of this article, Article 12 – Benefits. The committee will consist of three members of management, one of whom will be the Director of Human Resources (or designee), who will chair the committee, and three employee members from the bargaining unit who will be appointed by SEIU. No one else may attend committee meetings absent mutual agreement. All union members of the committee will be allowed up to two (2) hours of paid time each in months the committee meets to prepare for the meeting. The parties may, upon mutual agreement, implement a change in plan design based on the committee's recommendation. In the event the committee's recommendation results in a decrease in premium from one plan year to the next, the parties also may discuss potential gain-sharing options.

Section 5. Disability Insurance: The City agrees to provide disability/salary continuation insurance at 66-2/3% of base salary, not to exceed \$2,000 per month, to provide coverage after sixty (60) days of disability.

Section 6. Retirement: During the term of this Agreement, the City shall continue to contribute ten percent (10%) of each employee's gross pay to that employee's established 401A retirement account.

Section 7. Flexible Spending Account: The City shall continue to provide a Flexible Spending Account, but reserves the right to cancel such access should the excise tax provisions of the ACA place the City in jeopardy of being charged for the program on an individual or citywide basis. The City agrees that should the program be canceled it would only impact medical flex and not the employee pre-tax insurance contribution or the dependent care flex. It would occur at the start of a calendar year with not less than thirty (30) days' notice to the union.

Section 8. Part-Time Employees: Employees who are regularly scheduled to work thirty (30) or more hours per week shall receive all benefits specified in Sections 1 through 2 and 5 through 7 above. Employees who are regularly scheduled to work less than thirty (30) hours but twenty (20) hours or more shall receive a City contribution equal to fifty percent (50%) of the cost of such benefits if the employee elects to pay an equal amount via payroll deduction.

Section 9. Carrier Selection: The City reserves the right to provide the insurances and other benefits outlined above through a carrier of its choice. The City shall notify the Union of any changes in insurance carrier or other carriers at least thirty (30) days prior to the change.

The parties agree that all insurance and other benefits are subject to the terms and conditions of contracts and/or agreements between the City and the insurer(s).

Section 10. VEBA: To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$900 annually (\$75 per month) to a VEBA account on behalf of each bargaining unit member. Starting January 1, 2014, employees who are not enrolled in a City-provided

medical insurance plan will have restrictions on the use of any new funds contributed to the VEBA, consistent with legal requirements.

Section 11. Deferred Compensation: The City, on behalf of employees with ten (10) or more completed years of service, will match employee contributions up to one percent (1%) of base monthly salary into the deferred compensation account as set up and directed by the employee. Upon completion of fifteen (15) years of service, the City's contribution shall increase to a total match of up to one and one-half percent (1.5%). Contributions made by the City shall begin on the first payroll following ratification of the contract by both parties, following completion of enrollment. Eligible employees who have enrolled in deferred compensation and completed the appropriate documents shall begin receiving contribution matches up to the maximum set forth above. No contribution by the City shall be retroactive.

ARTICLE 13 – SALARIES

Section 1. Wage Rates:

- (a) Effective August 1, 2016, the salary range in steps for each classification shall be as set forth in Appendix A hereof [reflecting an adjustment to wages across the board by the amount of one and one-half percent (1.5%)].
- (b) Effective July 1, 2017, adjust wages across the board by the amount of two percent (2.0%).
- (c) Effective July 1, 2018, adjust wages across the board by the amount of the percentage change in the CPI-W, West Urban Index (annual average) minimum one percent (1.0%), maximum four percent (4.0%).

Section 2. Probationary Step: New employees shall be hired within the range established for their classification and advance five percent (5%) effective with the first full pay period following completion of their probationary period.

Section 3. Evaluations:

- (a) During the first year of employment, employees will be evaluated in writing after the first six (6) months. Thereafter, employees will be evaluated consistent with City policy. Employees may be evaluated more frequently at the discretion of the supervisor. The results of an evaluation shall be reviewed with the employee and the employee may within seven (7) days thereafter attach written comments or objections to the evaluation. An evaluation shall not be subject to the grievance procedure.
- (b) All periodic salary increases within the salary range established in Appendix A shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. An employee who has received no periodic salary increase within the applicable salary range as a result of an evaluation of less than satisfactory performance may file a written grievance under Article 21 (Grievance Procedure) within seven (7) days following notice of no increase.
- (c) A seven (7) step salary schedule, with five percent (5%) increments between annual steps beginning upon successful completion of the probationary period and annually hereafter is set forth in Appendix "A." Movement on the salary schedule is conditioned upon satisfactory performances as set forth in Section 3(b) hereof.

ARTICLE 14 - TRAVEL, TRAINING AND REIMBURSEMENT

Section 1. Mileage Reimbursement: Whenever an employee is authorized to use his/her personal vehicle in the performance of official City duties, he/she shall be reimbursed at the standard IRS-allowed rate.

Section 2. Expense Reimbursement: Whenever overnight travel outside the City is required, the City shall reimburse employees for necessary and reasonable receipted meal, lodging, and other expenses, consistent with state and federal tax laws and City Policy.

Section 3. Training:

- (a) **Mandatory Training:** In addition to receiving expense reimbursement, mandatory training time shall be paid for as hours worked, in accordance with the FLSA. Travel time, provided no overnight stay is involved, shall also be paid for as hours worked.

This provision shall also apply to training which is necessary in order to acquire or maintain a required certificate or license following the employee's date of employment by the City.

- (b) **Voluntary Training:** Training that is not mandatory may be with or without pay reimbursement of expenses and tuition costs at the discretion of the City, and in accordance with the FLSA. Such training or course work may also be subject to such other conditions and restrictions as the City in its discretion may specify. The employee shall be advised at the time that the training is approved as to whether the training is considered mandatory or voluntary training.

Section 4. Tuition Reimbursement: The City will reimburse an employee for one hundred percent (100%) of the cost of tuition and fees for courses conducted outside the employee's regular working hours to provide employees an opportunity for the development of additional skills which are directly related to the performance of an employee's job, consistent with federal and state tax laws and City policy. This reimbursement will be made with the provision that the employee requesting such reimbursement made application for approval of the course and tuition reimbursement to his/her department head prior to the registration deadline for such course. The employee must show evidence of a "C" or better or passing (when no grade is used) or must reimburse the City of all costs advanced to the employee for the course.

- (a) If the class taken was related to the employee's current position, and the employee is separated from the City service for any reason except involuntary dismissal within one (1) year of the date of the reimbursement, it shall cause fifty percent (50%) of the amount reimbursed within such year to be deducted from the employee's final paycheck.
- (b) If the class taken was related to reasonable promotion or transfer opportunities, and the employee is separated from City service for any reason except involuntary dismissal within one (1) year, it shall cause one hundred percent (100%) of the amount reimbursed to be deducted from the employee's final paycheck. If the employee terminates for any reason except involuntary dismissal within two (2) years, it shall cause fifty percent (50%) of the amount reimbursed to be deducted from the employee's final paycheck. Educational courses which are only offered during regular working hours may be approved by the department head provided time off can be conveniently arranged and arrangements can be made to make up time off the same week.

Section 5. Clothing Reimbursement: The City will provide a clothing reimbursement for department approved clothing to employees in classifications listed in this section, not to exceed one hundred fifty dollars (\$150) per fiscal year. Employees must submit actual receipts prior to being reimbursed for clothing. Employee classifications qualifying for this clothing allowance are:

| Job Classification | Clothing Allowance | Boot ^{1, 2} Allowance | Boot Allowance Frequency |
|---|---------------------------|---------------------------------------|-----------------------------------|
| Fleet Maintenance Technician | 150.00 | 150.00 | Annually (if directed to wear) |
| Mechanic | 150.00 | 150.00 | Annually (if directed to wear) |
| Building Maintenance Tech II | 150.00 | 150.00 | Annually (if directed to wear) |
| Building Maintenance Senior | 150.00 | 150.00 | Every 2 yrs (if directed to wear) |
| Inspector I/II/Senior | 150.00 | 150.00 | Every 2 yrs (if directed to wear) |
| Engineering Tech I/II/Senior (limited field work) | 75.00 | 150.00 | Every 2 yrs (if directed to wear) |
| Engineering Tech I/II/Senior (50+% field work) | 150.00 | 150.00 | Annually (if directed to wear) |
| Utility Worker I/II/Senior | 150.00 | 150.00 | Annually (if directed to wear) |
| Customer Field Worker/Senior | 150.00 | 150.00 | Annually (if directed to wear) |
| Environmental Program Coordinator | 150.00 | 150.00 | Every 2 yrs (if directed to wear) |
| Project Coordinator | 75.00 | 150.00 | Every 2 yrs (if directed to wear) |
| Water Utility Technician/Senior | 150.00 | 150.00 | Annually (if directed to wear) |
| Engineering Construction Inspector | 150.00 | 150.00 | Annually (if directed to wear) |
| Backflow Prevention Coordinator | 75.00 | | |
| Livability Compliance Specialist/Code Compliance Specialist | 75.00 | | |

¹ Boot Allowance may only be used for reimbursement of receipts related to safety-toed boots as noted in Section 6 of this Article. Clothing allowance, however, may be used, in part, for reimbursement of boot receipts in excess of the \$150.00 allowance provided above.

² Boot Allowance per Section 6 of this Article is only applicable to employees within the job classifications identified above and only for individual positions within the classification that are directed to wear safety-toed boots.

Any employee who is hired after July 1st of any year shall be eligible for a prorated clothing reimbursement based upon that portion of the year that remains to be worked before the next July 1st.

The clothing reimbursement provided under this provision shall be applicable only to reimburse eligible employees, on presentation of receipt, for outer garments worn in the course of their duties. If a new employee voluntarily leaves the employ of the City within the first six (6) months of employment, the employee shall be required to reimburse the City for clothing allowance received during the probationary period.

Section 6. Boot Reimbursement: All employees who are directed to wear steel-toed foot wear on the job shall be reimbursed upon the purchase of approved steel-toed foot wear, receipt required, annual maximum: one hundred fifty dollars (\$150). This reimbursement may be used for repair, receipt required, reimbursement limited to actual cost of repairs. Employees who are directed to wear steel-toed foot wear may combine the steel-toed boot reimbursement and clothing allowance, receipts required, combined annual maximum: three hundred dollars (\$300).

ARTICLE 15 - SICK LEAVE

Section 1. Accrual: Regular full-time employees shall receive eight (8) hours of sick leave for each full calendar month of service. A part-time employee shall accrue sick leave on a pro rata basis to that of a forty (40) hour employee. There shall be no limit on the amount of sick leave that an employee may accrue.

Section 2. Utilization: Accrued sick leave shall be available for use on the regularly scheduled work days that occur from the first through the fifty-ninth (59th) calendar day of the employee's disability that is due to illness or injury.

In the event an employee is to be absent from work because of his/her sickness or injury, the employee shall notify the supervisor as soon as possible of the expected absence and the nature and expected length thereof.

An employee may also use sick leave where there is an illness in his/her family which necessitates making arrangements for the ill relative. For the purpose of this Section, members of an employee's family shall mean: (a) immediate family (spouse, parents, children [including step-children, foster or court-appointed children], individuals for whom the employee has legal guardianship, siblings); (b) domestic partner registered with Human Resources; and (c) other relatives and dependents domiciled in the employee's household.

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, he/she shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury. For the first ninety (90) days of Workers' Compensation time loss, the City shall continue to make the same contribution to all benefit programs specified in Article 12 - Benefits, as would have been made if the employee had worked his/her regularly scheduled hours of work.

The abuse of sick leave shall be grounds for denial of sick leave for the period of time involved and shall in addition be grounds for disciplinary action. It is recognized that patterns of recurring sick leave utilization in relation to weekends and holidays, when not verified by a written physician's certification of illness or injury, may be evidence of sick leave abuse.

Section 3. Physician's Certificate: Sick leave benefits shall not be paid for any absence that is for forty (40) consecutive work hours or more unless the employee presents a written physician's statement upon return to duty.

For absences of less than forty (40) consecutive hours, the City may require a written physician's certification of illness. When verification is required for absences of less than forty (40) hours, the City will reimburse the employee for any out-of-pocket physician expenses that result.

Section 4. Termination and Retirement: An employee who retires from City service shall receive an additional retirement plan contribution that is equal to fifty percent (50%) of the cash value in wages of all accrued sick leave. An employee shall be considered to have retired from City service only if he or she begins receiving Social Security retirement (not disability) benefits upon termination of City employment, or if he or she has thirty (30) or more years of service with the City.

Section 5. Oregon Sick Leave Law: There is virtually no change to how SEIU members may utilize sick leave, except that domestic violence, bereavement, and public safety related issues may now qualify as a sick leave use. As this law gets interpreted, the need to front-load time may dissipate; therefore, at its discretion, the City may discontinue front-loading sick leave time to members of the bargaining unit and revert back to the prior accrual method. Any such change would begin at the start of a calendar year and notice would be provided in advance.

ARTICLE 16 - OTHER LEAVE

Section 1. Bereavement Leave: In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted up to forty (40) hours of necessary time off, as bereavement leave. For the purpose of this Article, an employee's family shall mean spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. Oregon Family Leave Law (OFLA) entitles eligible employees to forty (40) hours of unpaid bereavement leave annually. Paid leave will be substituted pursuant to this Article. Bereavement leave will run concurrent with OFLA and/or Oregon Sick Leave when applicable.

Section 2. Jury and Witness Duty:

Employees shall be granted up to three (3) months leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due him/her for jury or witness duty, except mileage reimbursement, and turn said fees over to the City.

Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.

Upon being excused from jury or witness duty for any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of that workday. For employees not regularly scheduled on day shift, the workday will be considered to have started when the employee reports for jury or witness service, or when the employee reports for work, whichever is earlier. Employees will not be paid for travel time except to travel from work to court or return from court to work during the employee's regular work hours, or any hours short of eight (8) hours which are not served at court. Overtime will not be paid for any time served beyond eight (8) hours a day. If the employee is dismissed before 5:00 p.m. and the supervisor determines he/she does not need to report back to work, vacation, floating holiday or comp time may be used for the rest of the day. The employee's time sheet must reflect time of arrival, time off for lunch and time of release by the court. The parties mutually agree that this paid benefit is provided due to the unique circumstances surrounding jury/witness duty leave, the limited circumstances in which it arises and its direct impact on the local community in which the parties live.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation time, floating holiday, compensatory time or leave without pay.

Section 3. Leave Without Pay:

A regular employee who has completed his/her probationary period may be granted a leave of absence without pay for up to twelve (12) months when the work of the employee's department will not be seriously jeopardized by his/her absence and when there is good cause for the leave. Requests for such leave must be in writing and must establish reasonable justification for the approval by the City. Benefits, sick leave and service credits shall not continue to accrue for any period in which an employee is on unpaid leave status under this Section 3.

Section 4. Military Leave: Leaves of absence on a paid or nonpaid basis shall be as provided by ORS and the Veteran's Reemployment Rights Law, Title 38, USC, Chapter 43.

Section 5. Family Medical Leave: The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave, as set forth in City policy.

ARTICLE 17 - LAYOFF

Section 1. Notice: A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. The affected employee and the Union shall be given written notice of a layoff at least thirty-one (31) calendar days before the effective date, stating the reason for the layoff, and the bumping options, if any, that the employee has.

Section 2. Order of Layoff: If a layoff is implemented, employees shall be laid off in inverse order of their seniority within the classification, and within the department, affected by the layoff. Before any regular full-time or regular part-time employee in a given classification may be laid off, all seasonal, casual and irregular part-time employees who are working in the same classification and department shall be laid off.

Seniority shall be as defined in Article 8, Section 1. In order to implement this definition, the City will provide the Union with a seniority list based upon the employee's hire date as a regular bargaining unit employee. For any employee to be affected either by layoff or bumping, the City will review the employee's personnel file to determine if the employee's listed seniority date needs to be adjusted by a period of unprotected unpaid leave. Bumping rights shall be based upon the employee's adjusted seniority date. If two (2) or more employees have equal seniority, the employee to be laid off shall be determined by lot.

Section 3. Bumping: In the event of a layoff, any employee who has been notified of a layoff shall, within ten (10) calendar days following notice of layoff, have the right to displace the least senior employee in the same or lower-paying classification provided he or she is fully qualified to perform the work of the lower-paying classification. An employee shall be considered qualified to perform the work of such lower classification if he or she meets all of the job qualification requirements specified in the current classification specification for the classification in question. Any employee who exercises his/her bumping rights shall serve a probationary period of three (3) months. During such probationary period the City shall have the right to lay the employee off if the employee is not performing the job in an adequate manner.

If an employee wishes to waive his/her right to displace an employee in a lower classification and thereby be subject to layoff, that employee shall so notify the City in writing within ten (10) calendar days of his/her receipt of notice of the layoff. When an employee bumps to a lower classification, as provided for above, he/she shall be placed at the maximum rate for the new classification or the employee's current salary rate, whichever is lesser. For purposes of this Article, non-bargaining unit employees regardless of prior service in the bargaining unit shall have no right to bump into a bargaining unit position.

Section 4. Recall: If a position opening occurs in the classification that the employee was employed in at the time of layoff, that employee, provided he/she has the greatest seniority of any employee on layoff from that class shall be offered the position.

An employee will remain on the layoff list and be eligible for recall for twelve (12) 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 insure 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 within ten (10) days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time 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.

Section 5. Use of Consultants: The Order of Layoff, as defined by Section 2, above, shall not be construed to prohibit the City from calling in consultants with specialized skills and/or certifications on a temporary basis, to perform tasks that cannot be performed by remaining City employees. The City agrees that in the event it needs such consultants, the City will attempt to use an employee on layoff status to perform the work on a temporary basis before bringing in a non-employee, provided the employee on layoff status is available when the City needs the work performed and possesses the specialized skill(s) and/or certifications required for the work. If more than one laid off employee meets all of the requirements of the temporary position, bargaining unit seniority shall be the determining factor.

Section 6. Severance Pay: In the event of layoff, any employee with more than five (5) years of service with the City shall receive one (1) month's severance pay upon layoff.

If an employee who receives payment under this Section is recalled within six (6) months, he/she shall be permitted to take up to nine (9) months (18 paychecks) to repay the City for money received under this Section.

ARTICLE 18 – INVESTIGATIONS, DISCIPLINE AND DISCHARGE

Section 1. Investigatory Interview: The employee will be provided at least forty-eight (48) hours' notice of an investigatory interview along with the alleged conduct and applicable policy violation(s), and shall be informed that they have the right to Union representation during the interview.

Section 2. Just Cause: Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge. Nothing in this agreement shall preclude an employee and the City from entering into a last chance agreement. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Discharge or demotion during a probationary period (Article 8), and demotion that is in lieu of a layoff (Article 17) or that is a bona fide reclassification shall not be the basis for a claim of a violation of this Article.

No disciplinary material shall be placed in the employee's personnel file that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee that

he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. An employee may include an explanatory statement in his/her file in answer to any reprimand or other disciplinary documents.

However, the above shall not apply if timely personal service is not practicable. In such a circumstance, the City shall send a copy of the disciplinary material by registered letter to the last known address to the employee at the time the material is placed in the file. In addition, the registered return receipt shall be placed in the personnel file.

All counseling materials and memos that are cautionary, derogatory or critical in nature, but less severe than a written reprimand shall be placed in the supervisor's file only, and not the official personnel file.

Material placed in the personnel record of an employee without conforming with the provision(s) of this Article will not be used by the City in any disciplinary proceedings involving the employee. If the City has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

Section 3. Suspension Pending Investigation: An employee may be immediately suspended pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to him/herself or to other employees or be potentially disruptive to City operations.

Such suspension may be without pay, however, if after the investigation the employee is reinstated without being disciplined, the employee shall receive all lost pay and benefits for the period of the suspension. No employee shall be suspended for more than three (3) weeks for the purpose of investigation pending further discipline.

Section 4. Due Process: Due process shall require the following:

- (a) Before the City notifies the employee of disciplinary action pursuant to part (b) of this Section, the employee will be served with a written notice and provided an opportunity to respond as follows:
 - 1. The employee shall be advised that disciplinary action is being considered.
 - 2. The specific charges or performance deficiencies will be identified.
 - 3. The employee will be advised of his/her right to meet with the supervisor with or without Union representation and respond to the charges.
- (b) At or after the above-referenced meetings/response and such additional investigation as may be deemed appropriate by the supervisor has been completed, the supervisor shall make his/her decision and provide written notice thereof to the employee.

ARTICLE 19 - PERSONNEL RECORDS

Section 1. File Access: Each employee and each former employee shall have the right to review the contents of his/her own personnel file. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing or give the Union representative written permission to inspect and make copies of file materials.

Access to an employee's personnel file shall be limited to only the individual employee or former employee involved, his/her designated representative, such supervisory and/or confidential employees of the City who are assigned to review and maintain personnel files, provided such limitations on access do not conflict with state public records law. The provisions of this Section 1 shall be inapplicable to any portion of an employee's personnel file which may be subpoenaed by a court of law, introduced as evidence in any arbitration proceeding, or which is subject to disclosure under public records law.

The employee shall have the right to receive a copy of the materials in his/her personnel file in full or part.

Except when otherwise authorized by the employee, in writing, no information from the employee's personnel file shall be reproduced or released for use outside of the City except verification of employment, employment dates, job title, and pay range and public records requests.

Section 2. Removal of Material from File: Upon employee request, and subject to Human Resources approval, letters of reprimand may be removed from an employee's personnel file three (3) years after they have been placed in the employee's file. The parties understand that the City may retain such records outside of the personnel file for purposes complying with its obligations under State archives law and for purposes of demonstrating notice and timing of prior communications with employees.

Section 3. Placement of Material in File: At the request of the employee, all letters and materials of commendation shall, subject to Section 2 of this Article, become a part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

Section 4. Performance Evaluations: Employees shall have at least 24 (twenty-four) hours to read their performance evaluation prior to reviewing the evaluation with their supervisor.

ARTICLE 20 - 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:

1. The Union shall be notified in writing at least seventy (70) calendar 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.
2. Upon receipt of such notice, the Union shall have twenty (20) calendar 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.

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 Article 17 - Layoff are abridged. A demotion shall be defined as involuntary reassignment to a new classification with a lower paying maximum salary rate.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Procedure: To promote better relations, the parties agree to settle any disputes as to the meaning of interpretation of this contract by the following procedures:

Step 1. After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) calendar days from the occurrence thereof, or the employee's knowledge thereof. The notice shall be completed on the approved Official Statement of Grievance form and shall include:

- (a) A statement of the grievance and relevant facts;
- (b) Provision of the contract violated;
- (c) Remedy sought

The supervisor or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 2. If after fourteen (14) calendar days from the date of submission of the grievance to the supervisor, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the department head. The department head or designee may meet with the aggrieved party, who may request Union representation at the hearing. The department head or designee shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 3. If, after fourteen (14) calendar days from the date of submission of the grievance to the department head, the grievance remains unresolved, the grievance may be submitted within fourteen (14) calendar days to the City Manager or designee, who shall meet with the aggrieved party and Union representatives and shall respond to the grievance in writing within fourteen (14) calendar days, with a copy to the Union.

Step 4. If the grievance is not resolved within fourteen (14) calendar days from submission of the grievance to the City Manager, the Union may notify the City of its intent to submit the matter to an arbitrator within fourteen (14) calendar days from the time the grievance response was received or due. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within twenty-five (25) calendar days of the submission of the grievance to the City Manager, he/she shall be chosen in the following manner:

- (a) A list of eleven (11) Oregon/Washington arbitrators from the Oregon Employment Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) is left. The Union shall strike the first name. The one (1) remaining shall be the arbitrator.

- (b) The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpretation of this Agreement, determining whether a specific provision of this Agreement has been violated, and establishing an appropriate remedy provided such remedy is within the scope of this Agreement. The decision of the arbitrator shall be binding on both parties.
- (c) The cost of the arbitration shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to the arbitrator.

Section 2. Waiver of Time Limits or Steps: Any time limits or steps, specified in the grievance procedure, may be waived by mutual written agreement of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

If at any step of the grievance procedure the City fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

Section 3. Calculation of Time: For purposes of this Article, time shall be calculated on the basis of calendar days unless otherwise expressly indicated.

ARTICLE 22 - INCLEMENT WEATHER

Section 1. When, in the judgment of the City, weather conditions require the closing or curtailing of City offices after the employee reports to work, the employee shall be paid for the remainder of the employee's shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home due to inclement weather conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

Section 2. If weather conditions become hazardous, the employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee.

Section 3. The City may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions.

Section 4. When extreme weather conditions make coming to work dangerous, an employee shall be excused from reporting to work after notifying and receiving approval from his or her supervisor or designee.

ARTICLE 23 - TERM OF AGREEMENT AND REOPENING

This Agreement shall be effective and shall remain in full force and effect through the 30th day of June 2019.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing no later than October 1, 2018, that it wishes to modify the Agreement.

CITY OF TIGARD



Martha Wine, City Manager

Date: 9.21.2016

SEIU Local 503/OPEU Local 199



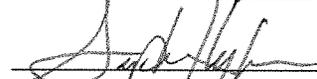
Jerome Grzybowski, Interim Executive Director

Date: 9/19/16



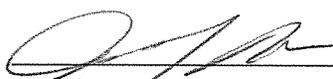
Jill Bentley, Local President

Date: 09/21/2016



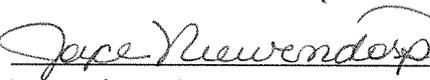
Stephen Hughes, Bargaining Team

Date: 9/27/2016



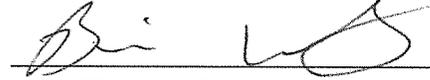
Jennifer Joe, Bargaining Team

Date: 9/20/16



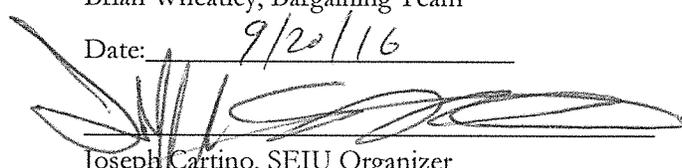
Joyce Niewendorp, Bargaining Team

Date: 9/21/16



Brian Wheatley, Bargaining Team

Date: 9/20/16



Joseph Cartino, SEIU Organizer

Date: 9/20/16

APPENDIX A – SALARY SCHEDULES

2016-2017 SEIU SALARY SCHEDULE

| Range # | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| S9 Library Aide | <i>Monthly</i> | \$1,991.00 | \$2,091.00 | \$2,196.00 | \$2,306.00 | \$2,421.00 | \$2,542.00 | \$2,669.00 |
| | <i>Hourly</i> | \$11.49 | \$12.06 | \$12.67 | \$13.30 | \$13.97 | \$14.67 | \$15.40 |
| | <i>Annually</i> | \$23,892.00 | \$25,092.00 | \$26,352.00 | \$27,672.00 | \$29,052.00 | \$30,504.00 | \$32,028.00 |
| | <i>Pay Period</i> | \$918.92 | \$965.08 | \$1,013.54 | \$1,064.31 | \$1,117.38 | \$1,173.23 | \$1,231.85 |
| S22 Accounting Assistant I Administrative Specialist I Court Clerk I | <i>Monthly</i> | \$2,743.00 | \$2,880.00 | \$3,024.00 | \$3,175.00 | \$3,334.00 | \$3,501.00 | \$3,676.00 |
| | <i>Hourly</i> | \$15.83 | \$16.62 | \$17.45 | \$18.32 | \$19.23 | \$20.20 | \$21.21 |
| | <i>Annually</i> | \$32,916.00 | \$34,560.00 | \$36,288.00 | \$38,100.00 | \$40,008.00 | \$42,012.00 | \$44,112.00 |
| | <i>Pay Period</i> | \$1,266.00 | \$1,329.23 | \$1,395.69 | \$1,465.38 | \$1,538.77 | \$1,615.85 | \$1,696.62 |
| S24 Reprographics Specialist | <i>Monthly</i> | \$2,882.00 | \$3,026.00 | \$3,177.00 | \$3,336.00 | \$3,503.00 | \$3,678.00 | \$3,862.00 |
| | <i>Hourly</i> | \$16.63 | \$17.46 | \$18.33 | \$19.25 | \$20.21 | \$21.22 | \$22.28 |
| | <i>Annually</i> | \$34,584.00 | \$36,312.00 | \$38,124.00 | \$40,032.00 | \$42,036.00 | \$44,136.00 | \$46,344.00 |
| | <i>Pay Period</i> | \$1,330.15 | \$1,396.62 | \$1,466.31 | \$1,539.69 | \$1,616.77 | \$1,697.54 | \$1,782.46 |
| S25 Library Assistant Utility Worker I | <i>Monthly</i> | \$2,955.00 | \$3,103.00 | \$3,258.00 | \$3,421.00 | \$3,592.00 | \$3,772.00 | \$3,961.00 |
| | <i>Hourly</i> | \$17.05 | \$17.90 | \$18.80 | \$19.74 | \$20.72 | \$21.76 | \$22.85 |
| | <i>Annually</i> | \$35,460.00 | \$37,236.00 | \$39,096.00 | \$41,052.00 | \$43,104.00 | \$45,264.00 | \$47,532.00 |
| | <i>Pay Period</i> | \$1,363.85 | \$1,432.15 | \$1,503.69 | \$1,578.92 | \$1,657.85 | \$1,740.92 | \$1,828.15 |
| S26 Records Technician | <i>Monthly</i> | \$3,028.00 | \$3,179.00 | \$3,338.00 | \$3,505.00 | \$3,680.00 | \$3,864.00 | \$4,057.00 |
| | <i>Hourly</i> | \$17.47 | \$18.34 | \$19.26 | \$20.22 | \$21.23 | \$22.29 | \$23.41 |
| | <i>Annually</i> | \$36,336.00 | \$38,148.00 | \$40,056.00 | \$42,060.00 | \$44,160.00 | \$46,368.00 | \$48,684.00 |
| | <i>Pay Period</i> | \$1,397.54 | \$1,467.23 | \$1,540.62 | \$1,617.69 | \$1,698.46 | \$1,783.38 | \$1,872.46 |
| S28 Accounting Assistant II Administrative Specialist II Court Clerk II Customer Service Specialist | <i>Monthly</i> | \$3,183.00 | \$3,342.00 | \$3,509.00 | \$3,684.00 | \$3,868.00 | \$4,061.00 | \$4,264.00 |
| | <i>Hourly</i> | \$18.36 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.43 | \$24.60 |
| | <i>Annually</i> | \$38,196.00 | \$40,104.00 | \$42,108.00 | \$44,208.00 | \$46,416.00 | \$48,732.00 | \$51,168.00 |
| | <i>Pay Period</i> | \$1,469.08 | \$1,542.46 | \$1,619.54 | \$1,700.31 | \$1,785.23 | \$1,874.31 | \$1,968.00 |
| S29 Customer Service Field Worker Permit Technician Assistant Senior Library Assistant | <i>Monthly</i> | \$3,262.00 | \$3,425.00 | \$3,596.00 | \$3,776.00 | \$3,965.00 | \$4,163.00 | \$4,371.00 |
| | <i>Hourly</i> | \$18.82 | \$19.76 | \$20.75 | \$21.78 | \$22.88 | \$24.02 | \$25.22 |
| | <i>Annually</i> | \$39,144.00 | \$41,100.00 | \$43,152.00 | \$45,312.00 | \$47,580.00 | \$49,956.00 | \$52,452.00 |
| | <i>Pay Period</i> | \$1,505.54 | \$1,580.77 | \$1,659.69 | \$1,742.77 | \$1,830.00 | \$1,921.38 | \$2,017.38 |
| S31 Building Maintenance Technician II Engineering Technician I Fleet Maintenance Technician Utility Worker II | <i>Monthly</i> | \$3,425.00 | \$3,596.00 | \$3,776.00 | \$3,965.00 | \$4,163.00 | \$4,371.00 | \$4,590.00 |
| | <i>Hourly</i> | \$19.76 | \$20.75 | \$21.78 | \$22.88 | \$24.02 | \$25.22 | \$26.48 |
| | <i>Annually</i> | \$41,100.00 | \$43,152.00 | \$45,312.00 | \$47,580.00 | \$49,956.00 | \$52,452.00 | \$55,080.00 |
| | <i>Pay Period</i> | \$1,580.77 | \$1,659.69 | \$1,742.77 | \$1,830.00 | \$1,921.38 | \$2,017.38 | \$2,118.46 |
| S32 Senior Accounting Assistant Senior Administrative Specialist | <i>Monthly</i> | \$3,512.00 | \$3,688.00 | \$3,872.00 | \$4,066.00 | \$4,269.00 | \$4,482.00 | \$4,706.00 |
| | <i>Hourly</i> | \$20.26 | \$21.28 | \$22.34 | \$23.46 | \$24.63 | \$25.86 | \$27.15 |
| | <i>Annually</i> | \$42,144.00 | \$44,256.00 | \$46,464.00 | \$48,792.00 | \$51,228.00 | \$53,784.00 | \$56,472.00 |
| | <i>Pay Period</i> | \$1,620.92 | \$1,702.15 | \$1,787.08 | \$1,876.62 | \$1,970.31 | \$2,068.62 | \$2,172.00 |
| S33 Senior Customer Services Field Worker | <i>Monthly</i> | \$3,599.00 | \$3,779.00 | \$3,968.00 | \$4,166.00 | \$4,374.00 | \$4,593.00 | \$4,823.00 |
| | <i>Hourly</i> | \$20.76 | \$21.80 | \$22.89 | \$24.03 | \$25.23 | \$26.50 | \$27.83 |
| | <i>Annually</i> | \$43,188.00 | \$45,348.00 | \$47,616.00 | \$49,992.00 | \$52,488.00 | \$55,116.00 | \$57,876.00 |
| | <i>Pay Period</i> | \$1,661.08 | \$1,744.15 | \$1,831.38 | \$1,922.77 | \$2,018.77 | \$2,119.85 | \$2,226.00 |
| S34 Engineering Assistant Purchasing Assistant | <i>Monthly</i> | \$3,689.00 | \$3,873.00 | \$4,067.00 | \$4,270.00 | \$4,484.00 | \$4,708.00 | \$4,943.00 |
| | <i>Hourly</i> | \$21.28 | \$22.34 | \$23.46 | \$24.63 | \$25.87 | \$27.16 | \$28.52 |
| | <i>Annually</i> | \$44,268.00 | \$46,476.00 | \$48,804.00 | \$51,240.00 | \$53,808.00 | \$56,496.00 | \$59,316.00 |
| | <i>Pay Period</i> | \$1,702.62 | \$1,787.54 | \$1,877.08 | \$1,970.77 | \$2,069.54 | \$2,172.92 | \$2,281.38 |
| S35 Backflow-Cross Connection Specialist CMMS Software Specialist Mechanic * Permit Technician Records Management Specialist Sr Building Maintenance Technician Senior Utility Worker Water Utility Technician | <i>Monthly</i> | \$3,781.00 | \$3,970.00 | \$4,169.00 | \$4,377.00 | \$4,596.00 | \$4,826.00 | \$5,067.00 |
| | <i>Hourly</i> | \$21.81 | \$22.90 | \$24.05 | \$25.25 | \$26.52 | \$27.84 | \$29.23 |
| | <i>Annually</i> | \$45,372.00 | \$47,640.00 | \$50,028.00 | \$52,524.00 | \$55,152.00 | \$57,912.00 | \$60,804.00 |
| | <i>Pay Period</i> | \$1,745.08 | \$1,832.31 | \$1,924.15 | \$2,020.15 | \$2,121.23 | \$2,227.38 | \$2,338.62 |

* Position Not Currently Filled

Salary schedule effective 08/01/2016

Includes 1.5% COLA

| Range # | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|--|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| S36 GIS Technician | Monthly | \$3,877.00 | \$4,071.00 | \$4,275.00 | \$4,489.00 | \$4,713.00 | \$4,949.00 | \$5,196.00 |
| | Hourly | \$22.37 | \$23.49 | \$24.66 | \$25.90 | \$27.19 | \$28.55 | \$29.98 |
| | Annually | \$46,524.00 | \$48,852.00 | \$51,300.00 | \$53,868.00 | \$56,556.00 | \$59,388.00 | \$62,352.00 |
| | Pay Period | \$1,789.38 | \$1,878.92 | \$1,973.08 | \$2,071.85 | \$2,175.23 | \$2,284.15 | \$2,398.15 |
| S37 Building Inspector I Code Compliance Officer Engineering Technician II Librarian | Monthly | \$3,973.00 | \$4,172.00 | \$4,381.00 | \$4,600.00 | \$4,830.00 | \$5,072.00 | \$5,326.00 |
| | Hourly | \$22.92 | \$24.07 | \$25.28 | \$26.54 | \$27.87 | \$29.26 | \$30.73 |
| | Annually | \$47,676.00 | \$50,064.00 | \$52,572.00 | \$55,200.00 | \$57,960.00 | \$60,864.00 | \$63,912.00 |
| | Pay Period | \$1,833.69 | \$1,925.54 | \$2,022.00 | \$2,123.08 | \$2,229.23 | \$2,340.92 | \$2,458.15 |
| S39 Senior Permit Technician Senior Water Utility Technician | Monthly | \$4,173.00 | \$4,382.00 | \$4,601.00 | \$4,831.00 | \$5,073.00 | \$5,327.00 | \$5,593.00 |
| | Hourly | \$24.08 | \$25.28 | \$26.54 | \$27.87 | \$29.27 | \$30.73 | \$32.27 |
| | Annually | \$50,076.00 | \$52,584.00 | \$55,212.00 | \$57,972.00 | \$60,876.00 | \$63,924.00 | \$67,116.00 |
| | Pay Period | \$1,926.00 | \$2,022.46 | \$2,123.54 | \$2,229.69 | \$2,341.38 | \$2,458.62 | \$2,581.38 |
| S40 Graphic Designer Information Technology Specialist | Monthly | \$4,278.00 | \$4,492.00 | \$4,717.00 | \$4,953.00 | \$5,201.00 | \$5,461.00 | \$5,734.00 |
| | Hourly | \$24.68 | \$25.92 | \$27.21 | \$28.58 | \$30.01 | \$31.51 | \$33.08 |
| | Annually | \$51,336.00 | \$53,904.00 | \$56,604.00 | \$59,436.00 | \$62,412.00 | \$65,532.00 | \$68,808.00 |
| | Pay Period | \$1,974.46 | \$2,073.23 | \$2,177.08 | \$2,286.00 | \$2,400.46 | \$2,520.46 | \$2,646.46 |
| S41 Livability Compliance Specialist Senior Engineering Technician Senior Librarian | Monthly | \$4,385.00 | \$4,604.00 | \$4,834.00 | \$5,076.00 | \$5,330.00 | \$5,597.00 | \$5,877.00 |
| | Hourly | \$25.30 | \$26.56 | \$27.89 | \$29.28 | \$30.75 | \$32.29 | \$33.91 |
| | Annually | \$52,620.00 | \$55,248.00 | \$58,008.00 | \$60,912.00 | \$63,960.00 | \$67,164.00 | \$70,524.00 |
| | Pay Period | \$2,023.85 | \$2,124.92 | \$2,231.08 | \$2,342.77 | \$2,460.00 | \$2,583.23 | \$2,712.46 |
| S42 Plans Examiner | Monthly | \$4,494.00 | \$4,719.00 | \$4,955.00 | \$5,203.00 | \$5,463.00 | \$5,736.00 | \$6,023.00 |
| | Hourly | \$25.93 | \$27.23 | \$28.59 | \$30.02 | \$31.52 | \$33.09 | \$34.75 |
| | Annually | \$53,928.00 | \$56,628.00 | \$59,460.00 | \$62,436.00 | \$65,556.00 | \$68,832.00 | \$72,276.00 |
| | Pay Period | \$2,074.15 | \$2,178.00 | \$2,286.92 | \$2,401.38 | \$2,521.38 | \$2,647.38 | \$2,779.85 |
| S43 Building-Housing Code Compliance Officer Building Inspector II | Monthly | \$4,609.00 | \$4,839.00 | \$5,081.00 | \$5,335.00 | \$5,602.00 | \$5,882.00 | \$6,176.00 |
| | Hourly | \$26.59 | \$27.92 | \$29.31 | \$30.78 | \$32.32 | \$33.93 | \$35.63 |
| | Annually | \$55,308.00 | \$58,068.00 | \$60,972.00 | \$64,020.00 | \$67,224.00 | \$70,584.00 | \$74,112.00 |
| | Pay Period | \$2,127.23 | \$2,233.38 | \$2,345.08 | \$2,462.31 | \$2,585.54 | \$2,714.77 | \$2,850.46 |
| S44 Environmental Program Coordinator GIS Programmer Analyst | Monthly | \$4,723.00 | \$4,959.00 | \$5,207.00 | \$5,467.00 | \$5,740.00 | \$6,027.00 | \$6,328.00 |
| | Hourly | \$27.25 | \$28.61 | \$30.04 | \$31.54 | \$33.12 | \$34.77 | \$36.51 |
| | Annually | \$56,676.00 | \$59,508.00 | \$62,484.00 | \$65,604.00 | \$68,880.00 | \$72,324.00 | \$75,936.00 |
| | Pay Period | \$2,179.85 | \$2,288.77 | \$2,403.23 | \$2,523.23 | \$2,649.23 | \$2,781.69 | \$2,920.62 |
| S45 Engineering Construction Inspector | Monthly | \$4,842.00 | \$5,084.00 | \$5,338.00 | \$5,605.00 | \$5,885.00 | \$6,179.00 | \$6,488.00 |
| | Hourly | \$27.93 | \$29.33 | \$30.80 | \$32.34 | \$33.95 | \$35.65 | \$37.43 |
| | Annually | \$58,104.00 | \$61,008.00 | \$64,056.00 | \$67,260.00 | \$70,620.00 | \$74,148.00 | \$77,856.00 |
| | Pay Period | \$2,234.77 | \$2,346.46 | \$2,463.69 | \$2,586.92 | \$2,716.15 | \$2,851.85 | \$2,994.46 |
| S46 Senior Plans Examiner | Monthly | \$4,962.00 | \$5,210.00 | \$5,471.00 | \$5,745.00 | \$6,032.00 | \$6,334.00 | \$6,651.00 |
| | Hourly | \$28.63 | \$30.06 | \$31.56 | \$33.14 | \$34.80 | \$36.54 | \$38.37 |
| | Annually | \$59,544.00 | \$62,520.00 | \$65,652.00 | \$68,940.00 | \$72,384.00 | \$76,008.00 | \$79,812.00 |
| | Pay Period | \$2,290.15 | \$2,404.62 | \$2,525.08 | \$2,651.54 | \$2,784.00 | \$2,923.38 | \$3,069.69 |
| S47 Senior Building Inspector | Monthly | \$5,085.00 | \$5,339.00 | \$5,606.00 | \$5,886.00 | \$6,180.00 | \$6,489.00 | \$6,813.00 |
| | Hourly | \$29.34 | \$30.80 | \$32.34 | \$33.96 | \$35.65 | \$37.44 | \$39.31 |
| | Annually | \$61,020.00 | \$64,068.00 | \$67,272.00 | \$70,632.00 | \$74,160.00 | \$77,868.00 | \$81,756.00 |
| | Pay Period | \$2,346.92 | \$2,464.15 | \$2,587.38 | \$2,716.62 | \$2,852.31 | \$2,994.92 | \$3,144.46 |
| S48 Sr Environmental Program Coordinator | Monthly | \$5,212.00 | \$5,473.00 | \$5,747.00 | \$6,034.00 | \$6,336.00 | \$6,653.00 | \$6,986.00 |
| | Hourly | \$30.07 | \$31.58 | \$33.16 | \$34.81 | \$36.55 | \$38.38 | \$40.30 |
| | Annually | \$62,544.00 | \$65,676.00 | \$68,964.00 | \$72,408.00 | \$76,032.00 | \$79,836.00 | \$83,832.00 |
| | Pay Period | \$2,405.54 | \$2,526.00 | \$2,652.46 | \$2,784.92 | \$2,924.31 | \$3,070.62 | \$3,224.31 |

* Position Not Currently Filled
Salary schedule effective 08/01/2016
Includes 1.5% COLA

APPENDIX A – SALARY SCHEDULES

2017-2018 SEIU SALARY SCHEDULE

| Range # | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| S9 Library Aide | Monthly | \$2,031.00 | \$2,133.00 | \$2,240.00 | \$2,352.00 | \$2,470.00 | \$2,594.00 | \$2,724.00 |
| | Hourly | \$11.72 | \$12.31 | \$12.92 | \$13.57 | \$14.25 | \$14.97 | \$15.72 |
| | Annually | \$24,372.00 | \$25,596.00 | \$26,880.00 | \$28,224.00 | \$29,640.00 | \$31,128.00 | \$32,688.00 |
| | Pay Period | \$937.38 | \$984.46 | \$1,033.85 | \$1,085.54 | \$1,140.00 | \$1,197.23 | \$1,257.23 |
| S22 Accounting Assistant I Administrative Specialist I Court Clerk I | Monthly | \$2,798.00 | \$2,938.00 | \$3,085.00 | \$3,239.00 | \$3,401.00 | \$3,571.00 | \$3,750.00 |
| | Hourly | \$16.14 | \$16.95 | \$17.80 | \$18.69 | \$19.62 | \$20.60 | \$21.63 |
| | Annually | \$33,576.00 | \$35,256.00 | \$37,020.00 | \$38,868.00 | \$40,812.00 | \$42,852.00 | \$45,000.00 |
| | Pay Period | \$1,291.38 | \$1,356.00 | \$1,423.85 | \$1,494.92 | \$1,569.69 | \$1,648.15 | \$1,730.77 |
| S24 Reprographics Specialist | Monthly | \$2,940.00 | \$3,087.00 | \$3,241.00 | \$3,403.00 | \$3,573.00 | \$3,752.00 | \$3,940.00 |
| | Hourly | \$16.96 | \$17.81 | \$18.70 | \$19.63 | \$20.61 | \$21.65 | \$22.73 |
| | Annually | \$35,280.00 | \$37,044.00 | \$38,892.00 | \$40,836.00 | \$42,876.00 | \$45,024.00 | \$47,280.00 |
| | Pay Period | \$1,356.92 | \$1,424.77 | \$1,495.85 | \$1,570.62 | \$1,649.08 | \$1,731.69 | \$1,818.46 |
| S25 Library Assistant Utility Worker I | Monthly | \$3,014.00 | \$3,165.00 | \$3,323.00 | \$3,489.00 | \$3,663.00 | \$3,846.00 | \$4,038.00 |
| | Hourly | \$17.39 | \$18.26 | \$19.17 | \$20.13 | \$21.13 | \$22.19 | \$23.30 |
| | Annually | \$36,168.00 | \$37,980.00 | \$39,876.00 | \$41,868.00 | \$43,956.00 | \$46,152.00 | \$48,456.00 |
| | Pay Period | \$1,391.08 | \$1,460.77 | \$1,533.69 | \$1,610.31 | \$1,690.62 | \$1,775.08 | \$1,863.69 |
| S26 Records Technician | Monthly | \$3,089.00 | \$3,243.00 | \$3,405.00 | \$3,575.00 | \$3,754.00 | \$3,942.00 | \$4,139.00 |
| | Hourly | \$17.82 | \$18.71 | \$19.64 | \$20.63 | \$21.66 | \$22.74 | \$23.88 |
| | Annually | \$37,068.00 | \$38,916.00 | \$40,860.00 | \$42,900.00 | \$45,048.00 | \$47,304.00 | \$49,668.00 |
| | Pay Period | \$1,425.69 | \$1,496.77 | \$1,571.54 | \$1,650.00 | \$1,732.62 | \$1,819.38 | \$1,910.31 |
| S28 Accounting Assistant II Administrative Specialist II Court Clerk II Customer Service Specialist | Monthly | \$3,247.00 | \$3,409.00 | \$3,579.00 | \$3,758.00 | \$3,946.00 | \$4,143.00 | \$4,350.00 |
| | Hourly | \$18.73 | \$19.67 | \$20.65 | \$21.68 | \$22.77 | \$23.90 | \$25.10 |
| | Annually | \$38,964.00 | \$40,908.00 | \$42,948.00 | \$45,096.00 | \$47,352.00 | \$49,716.00 | \$52,200.00 |
| | Pay Period | \$1,498.62 | \$1,573.38 | \$1,651.85 | \$1,734.46 | \$1,821.23 | \$1,912.15 | \$2,007.69 |
| S29 Customer Service Field Worker Permit Technician Assistant Senior Library Assistant | Monthly | \$3,327.00 | \$3,493.00 | \$3,668.00 | \$3,851.00 | \$4,044.00 | \$4,246.00 | \$4,458.00 |
| | Hourly | \$19.19 | \$20.15 | \$21.16 | \$22.22 | \$23.33 | \$24.50 | \$25.72 |
| | Annually | \$39,924.00 | \$41,916.00 | \$44,016.00 | \$46,212.00 | \$48,528.00 | \$50,952.00 | \$53,496.00 |
| | Pay Period | \$1,535.54 | \$1,612.15 | \$1,692.92 | \$1,777.38 | \$1,866.46 | \$1,959.69 | \$2,057.54 |
| S31 Building Maintenance Technician II Engineering Technician I Fleet Maintenance Technician Utility Worker II | Monthly | \$3,494.00 | \$3,669.00 | \$3,852.00 | \$4,045.00 | \$4,247.00 | \$4,459.00 | \$4,682.00 |
| | Hourly | \$20.16 | \$21.17 | \$22.22 | \$23.34 | \$24.50 | \$25.73 | \$27.01 |
| | Annually | \$41,928.00 | \$44,028.00 | \$46,224.00 | \$48,540.00 | \$50,964.00 | \$53,508.00 | \$56,184.00 |
| | Pay Period | \$1,612.62 | \$1,693.38 | \$1,777.85 | \$1,866.92 | \$1,960.15 | \$2,058.00 | \$2,160.92 |
| S32 Senior Accounting Assistant Senior Administrative Specialist | Monthly | \$3,582.00 | \$3,761.00 | \$3,949.00 | \$4,146.00 | \$4,353.00 | \$4,571.00 | \$4,800.00 |
| | Hourly | \$20.67 | \$21.70 | \$22.78 | \$23.92 | \$25.11 | \$26.37 | \$27.69 |
| | Annually | \$42,984.00 | \$45,132.00 | \$47,388.00 | \$49,752.00 | \$52,236.00 | \$54,852.00 | \$57,600.00 |
| | Pay Period | \$1,653.23 | \$1,735.85 | \$1,822.62 | \$1,913.54 | \$2,009.08 | \$2,109.69 | \$2,215.38 |
| S33 Senior Customer Services Field Worker | Monthly | \$3,671.00 | \$3,855.00 | \$4,048.00 | \$4,250.00 | \$4,463.00 | \$4,686.00 | \$4,920.00 |
| | Hourly | \$21.18 | \$22.24 | \$23.35 | \$24.52 | \$25.75 | \$27.03 | \$28.38 |
| | Annually | \$44,052.00 | \$46,260.00 | \$48,576.00 | \$51,000.00 | \$53,556.00 | \$56,232.00 | \$59,040.00 |
| | Pay Period | \$1,694.31 | \$1,779.23 | \$1,868.31 | \$1,961.54 | \$2,059.85 | \$2,162.77 | \$2,270.77 |
| S34 Engineering Assistant Purchasing Assistant | Monthly | \$3,763.00 | \$3,951.00 | \$4,149.00 | \$4,356.00 | \$4,574.00 | \$4,803.00 | \$5,043.00 |
| | Hourly | \$21.71 | \$22.79 | \$23.94 | \$25.13 | \$26.39 | \$27.71 | \$29.09 |
| | Annually | \$45,156.00 | \$47,412.00 | \$49,788.00 | \$52,272.00 | \$54,888.00 | \$57,636.00 | \$60,516.00 |
| | Pay Period | \$1,736.77 | \$1,823.54 | \$1,914.92 | \$2,010.46 | \$2,111.08 | \$2,216.77 | \$2,327.54 |
| S35 Backflow-Cross Connection Specialist CMMS Software Specialist Mechanic* Permit Technician Records Management Specialist Senior Utility Worker Sr Building Maintenance Technician Water Utility Technician | Monthly | \$3,857.00 | \$4,050.00 | \$4,253.00 | \$4,466.00 | \$4,689.00 | \$4,923.00 | \$5,169.00 |
| | Hourly | \$22.25 | \$23.37 | \$24.54 | \$25.77 | \$27.05 | \$28.40 | \$29.82 |
| | Annually | \$46,284.00 | \$48,600.00 | \$51,036.00 | \$53,592.00 | \$56,268.00 | \$59,076.00 | \$62,028.00 |
| | Pay Period | \$1,780.15 | \$1,869.23 | \$1,962.92 | \$2,061.23 | \$2,164.15 | \$2,272.15 | \$2,385.69 |

* Position Not Currently Filled

Salary schedule effective 07/01/17

Includes 2% COLA

| Range # | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|---|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| S36 | <i>Monthly</i> | \$3,955.00 | \$4,153.00 | \$4,361.00 | \$4,579.00 | \$4,808.00 | \$5,048.00 | \$5,300.00 |
| GIS Technician | <i>Hourly</i> | \$22.82 | \$23.96 | \$25.16 | \$26.42 | \$27.74 | \$29.12 | \$30.58 |
| | <i>Annually</i> | \$47,460.00 | \$49,836.00 | \$52,332.00 | \$54,948.00 | \$57,696.00 | \$60,576.00 | \$63,600.00 |
| | <i>Pay Period</i> | \$1,825.38 | \$1,916.77 | \$2,012.77 | \$2,113.38 | \$2,219.08 | \$2,329.85 | \$2,446.15 |
| | | | | | | | | |
| S37 | <i>Monthly</i> | \$4,052.00 | \$4,255.00 | \$4,468.00 | \$4,691.00 | \$4,926.00 | \$5,172.00 | \$5,431.00 |
| Building Inspector I Code Compliance Officer Engineering Technician II Librarian | <i>Hourly</i> | \$23.38 | \$24.55 | \$25.78 | \$27.06 | \$28.42 | \$29.84 | \$31.33 |
| | <i>Annually</i> | \$48,624.00 | \$51,060.00 | \$53,616.00 | \$56,292.00 | \$59,112.00 | \$62,064.00 | \$65,172.00 |
| | <i>Pay Period</i> | \$1,870.15 | \$1,963.85 | \$2,062.15 | \$2,165.08 | \$2,273.54 | \$2,387.08 | \$2,506.62 |
| | | | | | | | | |
| S39 | <i>Monthly</i> | \$4,256.00 | \$4,469.00 | \$4,692.00 | \$4,927.00 | \$5,173.00 | \$5,432.00 | \$5,704.00 |
| Senior Permit Technician Senior Water Utility Technician | <i>Hourly</i> | \$24.55 | \$25.78 | \$27.07 | \$28.43 | \$29.84 | \$31.34 | \$32.91 |
| | <i>Annually</i> | \$51,072.00 | \$53,628.00 | \$56,304.00 | \$59,124.00 | \$62,076.00 | \$65,184.00 | \$68,448.00 |
| | <i>Pay Period</i> | \$1,964.31 | \$2,062.62 | \$2,165.54 | \$2,274.00 | \$2,387.54 | \$2,507.08 | \$2,632.62 |
| | | | | | | | | |
| S40 | <i>Monthly</i> | \$4,364.00 | \$4,582.00 | \$4,811.00 | \$5,052.00 | \$5,305.00 | \$5,570.00 | \$5,849.00 |
| Graphic Designer Information Technology Specialist | <i>Hourly</i> | \$25.18 | \$26.43 | \$27.76 | \$29.15 | \$30.61 | \$32.13 | \$33.74 |
| | <i>Annually</i> | \$52,368.00 | \$54,984.00 | \$57,732.00 | \$60,624.00 | \$63,660.00 | \$66,840.00 | \$70,188.00 |
| | <i>Pay Period</i> | \$2,014.15 | \$2,114.77 | \$2,220.46 | \$2,331.69 | \$2,448.46 | \$2,570.77 | \$2,699.54 |
| | | | | | | | | |
| S41 | <i>Monthly</i> | \$4,473.00 | \$4,697.00 | \$4,932.00 | \$5,179.00 | \$5,438.00 | \$5,710.00 | \$5,996.00 |
| Livability Compliance Specialist Senior Engineering Technician Senior Librarian | <i>Hourly</i> | \$25.81 | \$27.10 | \$28.45 | \$29.88 | \$31.37 | \$32.94 | \$34.59 |
| | <i>Annually</i> | \$53,676.00 | \$56,364.00 | \$59,184.00 | \$62,148.00 | \$65,256.00 | \$68,520.00 | \$71,952.00 |
| | <i>Pay Period</i> | \$2,064.46 | \$2,167.85 | \$2,276.31 | \$2,390.31 | \$2,509.85 | \$2,635.38 | \$2,767.38 |
| | | | | | | | | |
| S42 | <i>Monthly</i> | \$4,584.00 | \$4,813.00 | \$5,054.00 | \$5,307.00 | \$5,572.00 | \$5,851.00 | \$6,144.00 |
| Plans Examiner | <i>Hourly</i> | \$26.45 | \$27.77 | \$29.16 | \$30.62 | \$32.15 | \$33.76 | \$35.45 |
| | <i>Annually</i> | \$55,008.00 | \$57,756.00 | \$60,648.00 | \$63,684.00 | \$66,864.00 | \$70,212.00 | \$73,728.00 |
| | <i>Pay Period</i> | \$2,115.69 | \$2,221.38 | \$2,332.62 | \$2,449.38 | \$2,571.69 | \$2,700.46 | \$2,835.69 |
| | | | | | | | | |
| S43 | <i>Monthly</i> | \$4,701.00 | \$4,936.00 | \$5,183.00 | \$5,442.00 | \$5,714.00 | \$6,000.00 | \$6,300.00 |
| Building-Housing Code Compliance Officer Building Inspector II | <i>Hourly</i> | \$27.12 | \$28.48 | \$29.90 | \$31.40 | \$32.97 | \$34.62 | \$36.35 |
| | <i>Annually</i> | \$56,412.00 | \$59,232.00 | \$62,196.00 | \$65,304.00 | \$68,568.00 | \$72,000.00 | \$75,600.00 |
| | <i>Pay Period</i> | \$2,169.69 | \$2,278.15 | \$2,392.15 | \$2,511.69 | \$2,637.23 | \$2,769.23 | \$2,907.69 |
| | | | | | | | | |
| S44 | <i>Monthly</i> | \$4,817.00 | \$5,058.00 | \$5,311.00 | \$5,577.00 | \$5,856.00 | \$6,149.00 | \$6,456.00 |
| Environmental Program Coordinator GIS Programmer Analyst | <i>Hourly</i> | \$27.79 | \$29.18 | \$30.64 | \$32.18 | \$33.78 | \$35.48 | \$37.25 |
| | <i>Annually</i> | \$57,804.00 | \$60,696.00 | \$63,732.00 | \$66,924.00 | \$70,272.00 | \$73,788.00 | \$77,472.00 |
| | <i>Pay Period</i> | \$2,223.23 | \$2,334.46 | \$2,451.23 | \$2,574.00 | \$2,702.77 | \$2,838.00 | \$2,979.69 |
| | | | | | | | | |
| S45 | <i>Monthly</i> | \$4,939.00 | \$5,186.00 | \$5,445.00 | \$5,717.00 | \$6,003.00 | \$6,303.00 | \$6,618.00 |
| Engineering Construction Inspector | <i>Hourly</i> | \$28.49 | \$29.92 | \$31.41 | \$32.98 | \$34.63 | \$36.36 | \$38.18 |
| | <i>Annually</i> | \$59,268.00 | \$62,232.00 | \$65,340.00 | \$68,604.00 | \$72,036.00 | \$75,636.00 | \$79,416.00 |
| | <i>Pay Period</i> | \$2,279.54 | \$2,393.54 | \$2,513.08 | \$2,638.62 | \$2,770.62 | \$2,909.08 | \$3,054.46 |
| | | | | | | | | |
| S46 | <i>Monthly</i> | \$5,061.00 | \$5,314.00 | \$5,580.00 | \$5,859.00 | \$6,152.00 | \$6,460.00 | \$6,783.00 |
| Senior Plans Examiner | <i>Hourly</i> | \$29.20 | \$30.66 | \$32.19 | \$33.80 | \$35.49 | \$37.27 | \$39.13 |
| | <i>Annually</i> | \$60,732.00 | \$63,768.00 | \$66,960.00 | \$70,308.00 | \$73,824.00 | \$77,520.00 | \$81,396.00 |
| | <i>Pay Period</i> | \$2,335.85 | \$2,452.62 | \$2,575.38 | \$2,704.15 | \$2,839.38 | \$2,981.54 | \$3,130.62 |
| | | | | | | | | |
| S47 | <i>Monthly</i> | \$5,187.00 | \$5,446.00 | \$5,718.00 | \$6,004.00 | \$6,304.00 | \$6,619.00 | \$6,950.00 |
| Senior Building Inspector | <i>Hourly</i> | \$29.93 | \$31.42 | \$32.99 | \$34.64 | \$36.37 | \$38.19 | \$40.10 |
| | <i>Annually</i> | \$62,244.00 | \$65,352.00 | \$68,616.00 | \$72,048.00 | \$75,648.00 | \$79,428.00 | \$83,400.00 |
| | <i>Pay Period</i> | \$2,394.00 | \$2,513.54 | \$2,639.08 | \$2,771.08 | \$2,909.54 | \$3,054.92 | \$3,207.69 |
| | | | | | | | | |
| S48 | <i>Monthly</i> | \$5,316.00 | \$5,582.00 | \$5,861.00 | \$6,154.00 | \$6,462.00 | \$6,785.00 | \$7,124.00 |
| Sr Environmental Program Coordinator | <i>Hourly</i> | \$30.67 | \$32.20 | \$33.81 | \$35.50 | \$37.28 | \$39.14 | \$41.10 |
| | <i>Annually</i> | \$63,792.00 | \$66,984.00 | \$70,332.00 | \$73,848.00 | \$77,544.00 | \$81,420.00 | \$85,488.00 |
| | <i>Pay Period</i> | \$2,453.54 | \$2,576.31 | \$2,705.08 | \$2,840.31 | \$2,982.46 | \$3,131.54 | \$3,288.00 |
| | | | | | | | | |

* Position Not Currently Filled
Salary schedule effective 07/01/17
Includes 2% COLA

APPENDIX B – BUILDING INSPECTOR DIFFERENTIAL

| | SR. INSP & INSP II | SR. INSP & INSP II | SR. INSP & INSP II | INSP I | PLANS EX | SR. PLANS EX |
|--|--|---|--|---|--|---|
| BASE REQ'S | A-LEVEL PLMB 1&2 FAMILY PLMB | A-LEVEL ELEC 1&2 FAMILY ELEC | A-LEVEL STRUC & MECH 1&2 FAMILY STRUC&MECH | 1&2 FAMILY STRUC & MECH | 1&2 FAMILY PLANS EXAM | A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT;A- |
| ITEMS ELIGIBLE FOR \$75/MONTH EACH | <ul style="list-style-type: none"> • A-LEVEL STRUC & MECH • A-LEVEL ELEC • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY ELEC • A-LEVEL AND 1&2 FAMILY STRUCT • A-LEVEL AND 1&2 FAMILY MECH | <ul style="list-style-type: none"> • A-LEVEL STRUC & MECH • A-LEVEL PLM • 1 & 2 FAMILY STRUC & MECH • 1 & 2 FAMILY PLM • A-LEVEL AND 1&2 FAMILY STRUC • A-LEVEL AND 1&2 FAMILY MECH | <ul style="list-style-type: none"> • A-LEVEL ELEC • A-LEVEL PLM • 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM | <ul style="list-style-type: none"> • 1 & 2 FAMILY ELEC • 1 & 2 FAMILY PLM | A-LEVEL ELEC A- LEVELPLM A-LEVEL PLANS EXAM (FLS) A-LEVEL STRUCT&MECH A-LEVEL AND 1&2 FAMILY MECH | <ul style="list-style-type: none"> • A-LEVEL ELEC • A-LEVEL PLM |
| ITEMS ELIGIBLE FOR \$30/MONTH BONUS EACH | NONE | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT | <ul style="list-style-type: none"> • A-LEVEL STRUC&MECH • A-LEVEL ELEC • A-LEVEL PLM • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT | 1&2 FAMILY ELEC 1&2 FAMILY PLM 1&2 FAMILY STRUC&MECH A-LEVEL AND 1&2 FAMILY STRUCT LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT | <ul style="list-style-type: none"> • 1&2 FAMILY ELEC • 1&2 FAMILY PLM • 1&2FAMILY STRUC&MECH • LIMITED SEWER WHEN HOLDING NO OTHER PLM CERT |
| ITEMS ELIGIBLE FOR \$20/MONTH EACH | NONE | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT | LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT | <ul style="list-style-type: none"> • LIMITED SEWER WHEN HOLDING ONE OTHER PLM CERT |
| ITEMS ELIGIBLE FOR \$10/MONTH EACH | NONE | NONE | NONE | <ul style="list-style-type: none"> • MANUFACTURED HOME INSTALLATION INSPECTOR | MANUFACTURED HOME INSTALLATION INSPECTOR | NONE |

***APPENDIX C – LABOR AND MANAGEMENT COLLABORATION
COMMITTEE (LMC)***

The parties agree to continue this collaborative program designed to explore the effectiveness of more regular labor/management meetings between department management and Union representatives. The parties therefore agree as follows:

1. There will be three different departmental labor/management committees which will exist during the life of this Agreement.
2. The three committees will be from the following departments: a. Library; b. Public Works; c. CD/Finance/Central Services.
3. Each of these three committees will consist of up to three members of management and up to three employees from the department. The management representatives will be selected by the City and the employee representatives will be selected by the Union.
4. Cross-departmental committees may be set up as needed by mutual agreement.
5. Each committee will meet every other month for a period of up to one-and-a-half hours for the purpose of working collaboratively toward solutions to current workplace issues, for improved efficiency and productivity, and for effective, two-way communication and respectful working relationships. The committees by mutual agreement may set alternative meeting schedules or make other changes as mutually agreed by the committee members.
6. Employee members of the committees will be compensated for their time spent in committee meetings with management.
7. The committees will have no authority to modify the collective bargaining agreement, discuss active grievances, or engage in bargaining over mandatory subjects.
8. Either party may re-evaluate the collaboration program on a yearly basis. This program may be modified and/or extended beyond the length of this Agreement, only by mutual agreement.

APPENDIX D – COMMERCIAL DRIVERS LICENSE IMPACT OF LOSS

Employees in positions requiring the possession of a commercial driver license (CDL) are expected to maintain the CDL. An employee holding such a position who is unavailable for work in that position while recovering from injury or illness may be placed temporarily on a light duty assignment (if available) or on leave where a temporary light duty assignment is not available. Such temporary reassignment or leave would not impact the employee's classification. However, an employee who is unavailable for work in that position for six (6) months or more may be impacted.

In order to maintain operational efficiency, it is necessary that there be a sufficient number of employees in Utility Worker positions who have a CDL. Where a Utility Worker II is unable to maintain the CDL, that employee may be reclassified to Utility Worker I, if the division is able to maintain operational efficiencies with the change in classification. Such employee would remain in the Utility Worker I classification until he or she regains the qualification to work as Utility Worker II (CDL is reinstated) and/or unless he or she was bumped out of the Utility Worker I classification. The impact of the change in classification would be consistent with the voluntary demotion process.

In a situation where too many staff lost the CDL, such that operational efficiencies were negatively impacted, then the process to determine which staff would be allowed to reclassify down into a Utility Worker I and/or remain in the Utility Worker I classification would be as follows:

- First priority would be given to employees with accepted worker's compensation medical conditions (EG staff injured on the job). If more than one staff was so situated, bargaining unit seniority would be the determining factor between the staff, should it be necessary.
- Second priority would be given to employees with personal medical conditions preventing them from maintaining a CDL. Again if more than one employee was so situated, bargaining unit seniority would be the determining factor should it be necessary.
- When an employee's loss of a CDL is related to a medical condition, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.

The Senior Utility Workers job classification also requires the maintenance of a CDL and therefore Seniors would also potentially be allowed to reclassify down to a Utility Worker I should the CDL be lost under the same rules as those listed above, so long as it could be accommodated operationally. However, once the CDL was reinstated, a former Senior would not necessarily be allowed to return to the former Senior position and might instead be moved up to a Utility Worker II.

- In a case where medical reasons caused the loss of the CDL and the employee has been reclassified to a Utility Worker I, where the medical reason was work related, and where the employee was able to reinstate the CDL within three years of the date of injury, then reinstatement to the former Senior position would be permitted. In such cases any promotion would need to be rolled backward. ¹

- In a case where medical reasons caused the loss of the CDL, where the employee has been reclassified to a Utility Worker I and where the medical reason was non-work related, if the CDL is lost for more than six (6) months, then the former Senior would not be allowed to return to the Senior classification, but would be moved to a Utility Worker II upon reinstatement of the CDL.
- When an employee in a Senior Utility Workers position loses a CDL related to a medical condition but no Utility Worker I position is available, the City would engage in the interactive process with that employee, consistent with the ADA and Oregon law, to determine whether transfer to an open position not requiring a CDL would be reasonable (such as other vacant positions within the City where the employee might be capable of performing the essential functions with or without reasonable accommodation). If no such transfer position is available, then a medical layoff would be the next step. Employees who are subject to such a medical layoff will then have rights consistent with other laid off employees per Article 17, including recall rights for a period of 12 months following separation; where the medical condition is work-related, such an employee may also have reinstatement or reemployment rights under state workers' compensation laws.

¹. Current Worker's Compensation law requires that should an employee be accommodated into another role and then recover such that they could again fulfill the essential functions of the formerly held position, that reinstatement to the former position is required. Thus any promotion of other staff that occurred in the interim, would need to be undone, the impacted staff would be treated as a bump down.

MEMORANDUM OF AGREEMENT

Market Review

The City will conduct a salary study of the following SEIU positions:

1. Code Compliance Officer
2. Building-Housing Code Compliance Officer
3. Customer Service Field Worker
4. Senior Customer Service Field Worker
5. Livability Compliance Specialist
6. Plans Examiner
7. Senior Plans Examiner
8. Building Maintenance Technician II
9. Senior Building Maintenance Technician
10. Utility Worker I (Streets as Benchmark)
11. Utility Worker II (Streets as Benchmark)
12. Senior Utility Worker (Streets as Benchmark)

Should the City determine that one or more of these classifications are more than five percent (5%) behind the average of the market, a one-level range adjustment shall be enacted. Should the City determine that one or more of these classifications are more than 7.5% behind the average of the market, a two-level range adjustment shall be enacted.

The cities utilized in the salary study shall be consistent with those used during the previous City study in 2008, in order to preserve internal equity between classifications.

The study shall be completed by May of 2017 and any adjustments as a result of that review shall become effective July 1, 2017. Should a range be adjusted, individuals within the range will maintain their existing rate of pay; however, individuals would have their step number adjusted accordingly to match within the new range. Impacted individuals would be eligible to receive future merit increases, in accordance with Article 13 Wages, Section 3 Evaluations, Subsections (a) through (c). This means that those impacted staff who on July 1, 2017 have already spent 12 or more months at the top step of the former range, would be merit increase eligible on July 1, 2017, regardless of date of hire, but still in accordance with the criteria in Article 13. Further, any impacted individual, whose current step placement was below the start of a new range, would be moved on to the new range.