COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NEWBERG

AND

THE NEWBERG PUBLIC WORKS UNION AFSCME Local 1569

Effective upon Execution, which is
February 7, 2013 - December 31, 2014

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ARTICLE 1: UNION RECOGNITION

1.1 Recognition of Union

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all Public Works employees employed by the City of Newberg, excluding employees of the Engineering Department, as well as supervisory and confidential employees, as certified by the Oregon Employment Relations Board, case number CC-09-12.

1.2 Disputes Concerning Newly Created and Existing Classifications or Clarifications

1.2.1 Written Notice

Except for the special provision for reviewing newly created, modified or existing classifications or positions, any challenges regarding the inclusion, exclusion, or clarification of classifications or positions shall be referred to the Oregon Employment Relations Board for determination. To minimize the possibility of such disputes, when a new Public Works non-bargaining unit classification is created, or when a new position is exempted from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for exemption. Both parties will make a good faith effort to resolve the dispute before filing the case with ERB.

1.2.2 Notification of New Class and Wage Scale

New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City will forward notice of the new class and wage scale to the Union by certified mail. The wage scale so assigned may be negotiated upon request by the Union within fourteen (14) days after receipt of notice from the City. If the Union fails to request bargaining with the City within fourteen (14) days of receipt of notice of the new class, the interim wage scale will become final.

1.3 Certification of Union Officers

The Union shall, on an annual or as changes dictate, basis, provide the City with a written list of the current Union officers and stewards responsible for contract administration.

ARTICLE 2: MANAGEMENT RIGHTS

2.1 Recognition of Management Rights

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

2.1.1 Determination of Services

The determination of the services to be rendered to the citizens served by the City.

2.1.2 Determination of City's Operations

The determination of the employer's financial, budgetary, accounting and organization policies and procedures.

2.1.3 City's Rules and Provisions

The continuous overseeing of personnel policies, procedures, and programs promulgated under any resolution, ordinance or administrative order of the City, including the establishment of personnel rules and regulations not inconsistent with any other term of this Agreement.

2.1.4 Management and Human Resources

The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, assign duties, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the decision to contract or sub-contract any work (within the limits set by MOA in Appendix C of this agreement), or other rights as provided by ORS 243.650(7)(g).

2.1.5 Discretionary Practices

Both parties acknowledge that certain discretionary practices exist within the employer/employee relationship, which do not have a material effect on the conditions of employment, such as the providing of picnic lunches, holiday hams, etc. The parties agree that such practices shall continue to exist at the sole discretion of the City.

ARTICLE 3: UNION SECURITY AND RIGHTS OF BARGAINING UNIT EMPLOYEES

3.1 Rights of Employees to Participate in Union Activities

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Union activities.

3.2 Union Security and Check-off Service Fees, Authorization and certification of dues and Fair Share

3.2.1 Amount deducted each payroll period

The City agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:

3.2.2 Union dues

Monthly Union membership dues of those Union members who individually request and authorize such deductions in writing on the form provided by the Union. Deduction of membership dues must be authorized in writing on the form provided by the Union.

3.2.3 Fair Share Service Fee

Monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial regular appointment to a bargaining unit position.

3.2.4 Remission of Dues and Fair Share Service Fees

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal laws.

3.2.5 Deduction of Dues and Fair Share Service Fees

The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the City by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the City in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

3.2.6 Religious objections to payment of dues and Fair Share Service Fees

The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee shall pay an amount equal to regular union dues through the Union to a non-religious charitable organization exempt from taxation under 501(c)(3) of the Internal Revenue Code, or other charitable organization mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.

3.2.7 Appointment to excluded positions

Deductions for Fair Share Service Fees and Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

3.2.8 Notice of new and terminated employees

The City agrees to furnish the Union, in electronic form if possible, the names of any new employees or terminated employees.

3.2.9 AFSCME PEOPLE Deductions

To the extent allowable by law, employees may authorize payroll deductions for the voluntary AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) by submitting the form provided by the Union to Central Payroll. The City agrees to provide the Union by the tenth (10th) of each month a listing of employees that are making PEOPLE contributions and amount deducted per employee. This report can be included in the same report as dues, provided a separate line item clearly shows this deduction.

3.2.10 Defense and Indemnification of the City

The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

3.3 Union Representation and Contract Negotiations

3.3.1 Union Negotiating Team

The Union's Negotiating Team shall consist of not more than four (4) members, three (3) of whom may be employees. City employees participating in such negotiations will be allowed to do so without loss of pay. The Union and City may mutually agree to a different number of negotiating team members, appointing an equal number of representatives from labor and management.

3.3.2 Ground Rules

Prior to negotiations, representatives of the City's and the Union's Negotiating Teams will jointly discuss general negotiating ground rules, such as the number of observers, resource people, meeting times, etc.

3.3.3 Copies of Agreement

The City shall print enough copies of this Agreement for all employees in the bargaining unit. The City shall provide an electronic copy of the Agreement to the Union and post it to the City intranet and internet websites.

3.4 Grievances and Contract Administration

The Union is the exclusive representative of bargaining unit employees with respect to conditions of employment governed by this Agreement under the State of Oregon Public Employees Collective Bargaining Act.

3.5 Site Access

Union representatives will have access to work sites, provided notification is provided to supervisors before arrival on site and there is no interruption of the work force.

3.6 Communication with Bargaining Unit Members

3.6.1 Bulletin boards

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and should be signed and dated by the individual doing the posting.

3.6.2 Use of city computers for e-Mail and Internet connections related to Union business

3.6.2.a City's Communication Mediums

City communication systems may be used for Union business involving electronic communications or Internet connections in the following circumstances, but only when such use is also in conformance with the other requirements of this Agreement, specifically Agreement sections which require that stewards make every effort to avoid disruptions and interruptions of work.

3.6.2.b Meetings

When such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Staff Representative, or for accessing an electronic copy of the union contract.

3.6.2.c Investigations

For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

3.6.2.d Other Interactions

For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

3.6.2.e Union's Internet Site

On the employee's own time, for the purposes of utilizing the Internet to reach a Union Internet site. Any use of such sites will comply with City Personnel Rules and shall exclude blogging, use of chat rooms, instant messaging or other live person to person electronic communication, and political activities as prohibited by law.

3.6.2.f Union Officials' Use

For authorized Union officials only, and on such employee's own time, for the purpose of posting messages on the internet site provided for in (e) above.

3.6.2.g Communications between The Local 1569 and the City

The Local 1569 President or designee may use the City's electronic communication systems for the purpose of communicating with Local 1569 members. All such communications shall comply with City Personnel Rules. Communications that are sent to employees within a single Department shall be approved by the Department Director or designee prior to distribution. Communications that are distributed to employees in more than one Department shall be

approved by the Human Resources Manager prior to distribution. Examples of such communications may include, but are not limited to: meeting announcements; Union elections and ratification votes; Union appointments; bargaining updates prior to impasse; seniority lists; and miscellaneous surveys.

3.6.2.h Costs

The uses cited above may continue only to the extent that they are at no additional cost to the City, and are contingent on the continued use of the cited computers, internet connection, intranet connection, etc. for other City purposes. The content of any and all communications using the City computer system is not privileged and may be subject to City review and public records requests.

3.7 Maintenance of Membership

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

ARTICLE 4: NON-DISCRIMINATION

4.1 Non-discrimination and Compliance with Applicable Laws

The City and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, natural origin, gender identity, mental or physical disability, sex, age, union affiliation or other status protected by state or federal law. Any references to gender in the Agreement include both genders. The parties agree that nothing in this agreement will interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law. Any disputes regarding this article may be resolved through the grievance procedure, but will not be subject to the arbitration process.

ARTICLE 5: HOURS OF WORK

5.1 Regular Hours

The regular hours of each workday shall typically be consecutive with interruptions for lunch periods.

5.2 Work Week

Work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off or any other type of alternative work schedule agreed to in writing by the Union, the employee(s) and the City. However, the City may agree to a change in the work schedule where necessary to accommodate an employee as required by federal or state law.

5.3 Schedule Changes

5.3.1 Notice of Changes

Notice of change in an employee's work schedule shall be given to the affected employees not less than five (5) calendar days prior to the effective date of the change. The City may also grant a reasonable request for a temporary change to the work schedule of an employee on a case-by-case basis.

5.3.2 Flexible Work Schedules

By mutual agreement, at any time, the work schedule can be flexed, meaning different start and stop time or different days during the week without the payment of overtime unless the request exceeds forty (40) hours in a work week.

5.4 Rest Periods

5.4.1 Definition

Rest periods will be provided for in accordance with federal and state law. All employees shall have a fifteen (15) minute rest period during each one-half (1/2) shift which shall be scheduled as near the middle of each one-half (1/2) shift as is feasible. Rest periods may not be accumulated, nor shall rest periods have any monetary value.

5.4.2 Extreme Weather Conditions

Employees working in extreme weather conditions such as temperature over 90 degrees and under 35 degrees may be given extra breaks at the discretion of a division manager.

5.5 Meal Periods

Meal periods will be provided for in accordance with federal and state law. All employees will be granted a thirty (30) minute or a sixty (60) minute unpaid meal period during each work shift, which shall be scheduled as near the middle of each shift as is feasible. The current length of meal periods may be changed by mutual agreement between the employee and supervisor. Employees shall not be permitted to work through a meal period unless approval from a supervisor is obtained before the scheduled break period.

5.6 Call Back Time

5.6.1 Definition

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time of one (1) and one-half (1 ½) times the employee's regular compensation (overtime rate). Call backs within the same two hour period will be considered one call back for the purposes of this Section. If the call back time work assignment and the employee's regular

shift overlap, the employee shall be paid the overtime rate until the employee completes two (2) hours work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate. This section does not apply to scheduled overtime at the beginning of the work shift or workday or at the end of the work shift or workday provided forty-eight (48) hour notice has been given and the overtime is consecutive with the shift hours or work.

5.6.2 Not Returning to Work Site

An employee who receives a call and is able to resolve the issue by phone or by computer without having to come to work shall be paid one (1) hour of overtime rate if the employee can resolve the problem within thirty (30) minutes. If the issue requires more than thirty (30) minutes or the employee must leave his/her home, the employee shall receive a minimum of two (2) hours of overtime.

5.6.3 Travel Time

For call backs, the first thirty (30) minutes of travel time is considered part of paid time. Employees who live further than thirty (30) minutes from the work site, have made a choice to do so and the City shall not compensate them for the addition travel time (i.e. if an employee lives forty-five (45) minutes from the City and a call back requires one hour to complete, the employee shall only receive the two (2) hour minimum at time and a half).

5.7 Overtime

5.7.1 Definition

When employees are required to work overtime, the employee may, at his/her discretion choose either compensatory time off or pay at the rate of one (1) and one-half (1 ½) times the employee's regular rate of compensation. Overtime is defined as any hours worked in excess of forty (40) hours in one workweek. The division supervisor must approve any overtime hours in advance. Unauthorized overtime shall be paid in accordance with FLSA. However, employees working unauthorized overtime may be subject to discipline.

5.7.2 Accumulation and Use of Compensatory Accrual

Compensatory time accumulation shall not generally exceed forty (40) hours. Employees may request to take compensatory time off and shall be permitted by the City to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City.

5.8 Stand-by Pay.

5.8.1 Regular Time and Pay

When the City officially places an employee on stand-by and requires an employee to carry an emergency communication device and to respond to emergency calls generally within thirty (30) minutes, the City shall pay the employee twenty-five dollars ($25) per calendar day.

5.8.2 Enumerated Holiday Time and Pay

On the enumerated holidays, employees on stand-by shall receive fifty dollars ($50) per day: Christmas Eve, Christmas Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day and Fourth of July.

5.9 Reporting Time.

5.9.1 Minimum Requirement

An employee who is scheduled to report for work and who presents him or herself for work as scheduled shall be assigned to at least three (3) hours of work.

5.9.2 Applicable Pay Rate

If work within the bargaining unit is not available, the employee shall be excused from duty and paid for three (3) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

5.9.3 Excused from Duty

If an employee reports for and starts to work as scheduled, and is excused from duty before completing three (3) hours work, the employee shall be paid for three (3) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 6: WAGES

6.1 Rate of Pay

Each employee shall be compensated in accordance with the wage schedule attached to this agreement in Appendix A.

6.1.1 Effective Date for COLA first contract year

Effective and retroactive to January 1, 2013, the COLA will be 2.5%.

6.1.2 Effective Date for Bonus

Effective the final paycheck of November 2013 each employee will be provided with a onetime bonus in the amount of $275.00.

6.1.3 Effective Date for COLA second contract year

Effective January 1, 2014, the COLA will be 2.0%.

6.2 Salary Step Increases.

Employees shall be eligible for salary step increase consideration as follows:

6.2.1 Completion of Probationary Period

Completion of the initial probation period, typically following twelve (12) months of service. [1]

6.2.2 Promotions

Completion of twelve (12) months of service following a promotion.

6.2.3 Top of Ranges

Annual periods after 6.2.1 or 6.2.2 above until the employee reaches the top of the range.

6.2.4 Unsatisfactory Evaluations

The City may withhold a step increase if the employee receives an unsatisfactory evaluation and has discipline from the evaluation period that includes a written warning. The supervisor shall give the employee written notice of the withholding prior to the eligibility date, including a statement as to why the City is withholding the increase. If the parties have not previously implemented a work plan for the employee during the preceding year, the City and the employee shall discuss a work plan designed to improve the employee's performance. If the employee satisfactorily completes the work plan within six (6) months, the City shall provide a delayed step increase in lieu of the withheld step increase. If the employee does not satisfactorily complete the work plan, the City will not grant the increase. Final decisions shall be at the sole discretion of the City; however, the employee may request review of a final decision by the Human Resources Manager and/or the City Manager.

6.3 Salary on Promotion

Upon promotion, an employee shall be paid at least the minimum of the salary for the new job and shall receive roughly a 5% increase (occasionally step distance may vary slightly).[2]

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[1] In cases where probation is extended, no increase shall be received until after probation is successfully completed, in those cases that may be longer than 12 months.

[2] It is intended that employees should receive 5% when promoted to a new higher level position, or to the step in the new range that is nearest to 5%.

6.4 Salary on Demotion

6.4.1 Disciplinary Action

Whenever an employee is demoted as a result of disciplinary action, the employee's salary shall be maintained at the same step number/letter as previously held, but in the lower pay scale resulting in roughly a 5% pay reduction.

6.4.2 Compensatory Process

Whenever the City demotes an employee to a new job for a reason other than discipline, the employee's salary shall move to the new pay range at the step most closely aligned to the employee's current rate of pay. If the employee's current rate of pay is below the maximum rate of pay for the new position, the employee shall continue to receive market adjustments and to be eligible for step increases. If the employee's current rate of pay is above the maximum rate of pay for the new position, the employee shall be frozen (red circled) at the existing rate of pay until such time as future market adjustments have brought the pay range for the job above that of the employee's frozen pay rate.

6.5 Salary on Return from Layoff

When the City recalls an employee previously laid off, he/she shall be placed at the step most closely aligned to the employee's rate of pay at the time of the layoff. Future step increase eligibility shall be the prior date, adjusted for the time away, just as if the employee had taken a leave of absence.

6.6 Pay Day

Employees are paid monthly. Paydays are generally the last day of each month. If the payday falls on either a Saturday or a Sunday, paychecks will be distributed on the Friday prior to the established payday. If a City of Newberg Holiday falls on payday, you will receive your check on the last workday prior to the holiday. Employees may request direct deposit.

6.7 Out of Class Pay

Employees assigned by a supervisor in writing to perform the duties of a higher paid position for more than a total of five (5) consecutive working days shall be paid for all such work, retroactively to the first day of the assignment, five percent (5%) of the employee's base salary.

6.8 Beginning Salary

Normally an employee will be appointed or reinstated at the first step of the range established for his/her classification. The City may make an appointment or reinstatement above the first step at the sole discretion of the City.

ARTICLE 7: RETIREMENT

7.1 Retirement Plan

The City provides a City Retirement Plan for all regular full-time employees. The employees contribute to their retirement by paying the six percent (6%) employee contribution, directly out of their paychecks into the retirement plan (as a pretax contribution per IRS Code 414(h)).

7.2 Deferred Compensation Plan

The City agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made by employees in any amount up to the annual limit set forth by the IRS.

7.3 The Longevity Deferred Compensation Program

Deferred compensation will be paid at the following rates:

7.3.1 Ten (10) Years

After ten (10) years of employment, forty dollars ($40) a month.

7.3.2 Fifteen (15) Years

After fifteen (15) years of employment, sixty dollars ($60) a month.

7.3.3 Twenty (20) Years

After twenty (20) years of employment, one-hundred dollars ($100) a month.

7.4 Retirement Medical Insurance

Retiring employees may qualify to purchase, through the City, Retirement Medical Insurance, pursuant to the provision of Oregon Revised Statute 243.303.

7.5 Changes to Retirement Plan

7.5.1 Mutual Agreement

Both parties must mutually agree to any changes in the City Retirement Plan.

7.5.2 Annual Statements and Plan Books

The City will provide employees annual statements on Retirement Plans. Plan books are available through Human Resources.

7.6 Retirement and Recall Pursuant to Accrued Sick Leave

7.6.1 Accrued Sick Leave with Retirement Calculation

Fifty percent (50%) of an employee's accrued sick leave goes into the employee's retirement calculation when he/she separates from services voluntarily or is laid off. If the City recalls an employee from layoff status within the specified time period the City will reinstate the remaining fifty percent (50%) of the employee's previously accrued sick leave, per Article 14.4.5 which shall be the amount recorded at the time of the layoff. However, for the purposes of the accrued sick leave retirement calculation, the employee's accrual must start over from the time of recall.

7.6.2 Example

For example, if the City lays off an employee with two-hundred (200) hours of accrued sick leave, the employee will receive 100 hours (50%) in his/her retirement calculation. If the City then recalls the employee within the specified time, the employee will return and regain the remaining one-hundred

(100) hours of accrued sick leave. However, for future retirement calculation purposes, the employee will start with zero (0) accrued hours when he or she is recalled. Therefore, if that same employee voluntarily leaves City employment twenty-four (24) months later having used no sick leave, he/ she will have added one hundred ninety-two (192) hours of the sick leave bank for a total of two hundred ninety-two hours (292) hours. However, only 50% of the newly accrued one hundred ninety-two hours (192) is eligible for being rolled into retirement.

ARTICLE 8: HEALTH & WELFARE

8.1 Carrier and Coverage Changes

The City retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, vision, life and other insurance plans provided that the successor plan(s) provide substantially comparable coverage to the existing plans.

8.2 Plans Offered

The City currently provides full family medical through CIS' Copay Plan A; Vision through VSP and Dental Plan III with orthodontic coverage provided through CIS' ODS plan to eligible full time (40 hour a week) employees. Payroll deduction of the employee contribution toward the monthly health care premium shall continue following the ratification of this agreement.

8.3 Premium Contribution

8.3.1 Percentages

The City will contribute ninety percent (90%) of the cost of the eligible employee's monthly health care premium and the employee will contribute ten percent (10%).

8.3.2 Options for Eligible Employees

Eligible employees may enroll dependents in the medical, dental and vision plans, but must pay ten (10%) toward dependent coverage. This cost shall be deducted from the employee's paycheck.

8.4 Limit to Future Increases

Effective January 1, 2014, should insurance premium rates increase more than 10% from the previous year, the employer and the employees will share the premium increases above 10% equally, to a maximum employee contribution of no more than 15% of the total medical, dental and vision premiums.

8.5 Additional Insurance

The City shall provide Long Term Disability, Long Term Care, Accidental Death and Dismemberment, and Life Insurance to eligible full time employees without cost to the employees.

8.6 Insurance Eligibility

Eligible employees are all regular full time employees who have completed thirty (30) days of employment. Insurance plan coverage begins on the first day of the month following completion of the thirty (30) day waiting period. If an eligible employee does not enroll during the eligibility period the eligible employee is required to wait for an "open enrollment" period to be insured.

8.7 Continued Eligibility Coverage

The City will pay its contribution for the insurance premium for employees who work or use authorized leave for at least the first forty (40) working hours of the month.

8.8 Qualified Family Status Changes (Qualifying Event)

The addition or deletion of dependents as a result of a qualifying event will be provided in accordance with federal or state laws and City Policy. Enrollment changes must be received by the Human Resource Manager with applicable documentation within 31 calendar days for newborns or children placed with the employee for adoption, or a new spouse. Changes shall be effective the first of the month following the date of the qualifying event; except in the case of newborns, adoptions or marriage, coverage is effective on the date of

the birth, placement in the home or date of marriage. For newly eligible dependents not enrolled within 31 calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

8.9 Flexible Spending Accounts (FSA)

The City shall make available the FSA Section 125 plan for health care expense reimbursement and dependent care expense reimbursement. The employee signs up for this plan at the time of open enrollment each year. The amount specified by the employee is deducted from their monthly paycheck.

8.10 Employee Assistance Program

The City agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents. For information regarding this plan please contact the Human Resources Manager.

ARTICLE 9: HOLIDAYS

9.1 Regular Holidays

The following days (each a 24-hour period from midnight to midnight) shall be recognized and observed as holidays on the days specified:

9.1.1 Recognized Holidays

The City of Newberg observes the following holidays each year, and offices are officially closed on these days:

New Year's Day
Martin Luther King Jr.'s Day
Presidents' Day
Memorial Day
Fourth of July
Christmas Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve

9.1.2 Floating Holiday

In addition, employees will receive one floating holiday. The floating holiday shall be granted by calendar year and must be used by December 31. Employees hired after March 1 shall not be eligible for the floating holiday until January 1 of the following year. An employee shall not be eligible for a floating holiday after submitting a resignation.

9.1.3 Hours Paid for Holidays

Holidays are paid based on the number of hours in a typical workday for regular full-time employees. If employees work a 5/8 schedule, then eight (8) hours of holiday pay will be paid. If an employee works a 4/10 schedule requested by that employee, they shall be paid eight (8) hours holiday and will have the option of using a total of two (2) hours of compensatory time and/or vacation time, or flexing their hours within the same week.

9.1.4 Observation of Holiday

If any holiday falls on a Saturday, the preceding Friday will be observed, unless that Friday is also a holiday, in which case the following Monday will be observed. If any of the above holidays falls on a Sunday, the following Monday will be observed, unless that Monday is also a holiday, in which case the preceding Friday will be observed.

9.1.5 Schedule for Holidays

For Departments with other schedules and other regular part-time employees who might not work on the actual holiday the following applies. Holidays may occur on the days regular full-time or regular part-time staff members are not scheduled to work. If a holiday falls on a day off for a staff member, they may take the holiday within the pay period (with approval from their supervisor or Department Head) or receive straight compensatory time to be used later. The dates observed for the above holidays will be those authorized by the Oregon Legislature. Employees will receive a schedule each year showing the date each of these holidays will be observed.

9.2 Eligibility

Employees regularly scheduled to work forty (40) hours or more per week will be paid for the above holidays. Regular part-time employees will receive a pro-rated amount of paid time based on their regularly scheduled

time. For instance, a regular part-time employee working twenty (20) hours per week would receive four (4) hours of holiday pay because he/she is working 50% of full-time. Upon submitting a resignation notice the City requires an employee to work on the day before or after the holiday in order to receive holiday pay. Temporary workers and contract employees are not eligible for paid holidays.

ARTICLE 10: VACATION

10.1 Vacation Eligibility

All full-time and regular part-time employees are eligible for vacation based on the schedule below. All accruals are pro-rated the first month of employment.

10.2 Exceptions to Eligibility

New employees shall not be eligible for vacation leave during their first six (6) months of employment, unless specific arrangements have been made at the time of hire. Vacation leave shall accrue from the beginning of employment, but no vacation time may be taken or paid during the first six months. One (1) week of vacation may be taken after satisfactory completion of six (6) months of employment.

10.3 Vacation Accrual Schedule

You will earn vacation benefits for each full calendar month worked according to the following schedule:

Length of Service as of Anniversary Date	Vacation Award	Maximum Vacation Accrual Allowed
Up to 5 years	**12 days** (8 hrs. each)**per Month (96 hrs./year)**	**192**
5 years, less than 10 years	**15 days** (8 hrs. each)**per Month (120 hrs./year)**	**240**
10 years, less than 15 years	**18 days** (8 hrs. each)**per Month (144 hrs./year)**	**288**
15 years, less than 20 years	**20 days** (8 hrs. each)**per Month (160 hrs./year)**	**320**
20 years or more	**22 days** (8 hrs. each)**per Month (176 hrs./year)**	**352**

10.4 Pro-rata Accruals

Accrual for regular part-time employees is on a pro-rated basis calculated on the established budgeted FTE. Continuous service will be calculated from the first of the month nearest your date of hire.

10.5 Vacation Purpose

Vacation is provided so that employees can enjoy periods of time away from work. Vacation is intended for rest and recreation. Vacation accruals are not to be cashed out. Vacation accrual will be paid out at separation in accordance with applicable laws (FLSA, etc.).

10.6 Maximum Accrual

Accruals cannot exceed two times an employee's annual accrual rate. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

10.7 Vacation Use and Approval Process

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing and submitted to the immediate supervisor. Generally, employees will not be allowed more than two weeks off at a time. The City will try to grant each request, but cannot guarantee requests will be approved. In the event of competing requests for times submitted concurrently, consideration will be given to the employee with the longest tenure, or seniority as defined in Article 14. Approval of special requests may be done at the discretion of the Department Head in accordance with departmental rules.

ARTICLE 11: SICKNESS AND INJURY LEAVE

11.1 Sick Leave Accrual for Full and Part-Time Regular Employees

11.1.1 Full-time Regular Employees

Full-time regular employees shall accrue paid sick leave at the rate of 8 hours per month.

11.1.2 Maximum Accrual

Sick leave will accrue to a maximum of one-thousand (1,000) hours for full-time employees and at the prorated equivalent based on budgeted FTE for part-time regular employees.

11.1.3 Part-time Regular Employees

Part-time regular employees will accrue paid sick leave hours on the first day of each month in the same proportion equivalent based on budgeted FTE.

11.2 Transfer of Sick Leave

When an employee is transferred or appointed to another department, an employee sick leave balance shall be assumed by the new department.

11.3 Use of Sick Leave

11.3.1 Allowable Reason

Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, parental and family leave as specified by Oregon or Federal law, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious health condition in their immediate families, requiring the presence of the employee, in compliance with Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA). Employees may also use sick leave to cover time lost for non-emergency medical appointments for themselves, providing the proper authorization has been granted by management prior to the time being taken off.

11.3.2 Return to Work

In order to ensure employees are fully able to safely return to work, all absences of five (5) days or more will require the employee to submit to the Human Resources Manager a release to return to work signed by licensed medical professional, unless otherwise agreed to as part of a FMLA/OFLA approved leave or other mutual agreement.

11.3.3 Emergencies

Emergency situations will be evaluated on a case-by-case basis.

11.3.4 Sick Leave Use

Sick leave is to be used for the purposes outlined in this Article and will not be granted to cover other leave requests made by employees.

11.3.5 Legal Requirements

The City agrees to abide by all State and Federal laws and regulations regarding FMLA, OFLA, Parental Leave Act(s), ADA, or similar laws providing rights to employees in their use of sick leave, and other accrued leave banks.

11.3.6 Ineligible Employees

Employees are not eligible for sick leave if continuing to work at another job during the time period for which sick leave is requested.

11.3.7 Restriction

Sick Leave hours cannot be used until after the completion of the pay period in which they are accrued to the employee accrued leave bank.

11.4 Family Sick Leave

11.4.1 Eligible Employees

In the case of a serious health condition of a member of the employee's immediate family, a FMLA/OFLA eligible employee, upon proper notice and approval, may use sick leave to cover time lost.

11.4.2 Immediate Family Definition

Immediate family for the purpose of this section will be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or ward, stepmother, stepfather, step-children, grandparents, or grandchildren, same sex partner, or others as provided for by FMLA and/or OFLA.

11.4.3 Deduction from Sick Leave Accrual

Family sick leave will be deducted from the existing sick leave balance of the employee.

11.4.4 Use for Child

Sick leave is also available to care for a sick child who does not have a serious health condition but requires home care (sick child leave). Employees who use up their original twelve (12) weeks for parental leave are entitled to an additional twelve (12) weeks of sick child leave consistent with FMLA/OFLA.

11.5 Catastrophic Leave-sick leave transfers

11.5.1 Request for Transfer

An employee may request, through their Department Head, that some of the employee's paid sick leave be transferred to another employee who is absent from work for an extended period of time because of an injury, unexpected illness, or other reason for which the use of paid sick leave would normally be allowed. The Department Head will pass the request, with the Department Head's recommendation, to the City Manager for consideration of approval. The employee receiving a donation of paid sick leave must be non-probationary and must first have used all available paid leave and vacation time.

11.5.2 Conditions for Transfer

The maximum donation shall continue to be sixteen (16) hours per incident and no more than forty-eight (48) hours per year. Employees transferring paid sick leave must have accrued a minimum of two hundred (200) hours of sick leave or for part-time a prorated amount commensurate with the budgeted full-time equivalent of the position. All donated leave will be used in the order received by the Payroll Department.

11.5.3 Return if Unused

Any paid sick leave not used by the employee receiving the paid sick leave will be returned to the donor employee, so long as the returned time does not cause the donor's sick leave balance to exceed the one-thousand (1,000) hour maximum.

11.6 Sick Leave Incentive

The parties acknowledge that the sick leave incentive program referenced in the City Policy Manual is waived by the bargaining unit until or unless the parties mutually agree otherwise.

ARTICLE 12: OTHER LEAVES

12.1 Union Leave

Union officers, stewards and other employee representatives of the Union who are designated by the Union to represent it in activities such as conventions, seminars, etc., which may take them away from their City employment, may be granted up to ten (10) days leave without pay and without loss of status, seniority or other benefits. Such leave may be granted upon the written request of the Union President, made to the City's Human Resources Manager not less than ten (10) City business days in advance of the commencement of the requested leave. The number of Union representatives absent on Union leave from any one division shall not exceed two (2) at any one time.

12.2 Jury Duty

In the event an employee is duly summoned to any court for the purposes of performing jury duty, they shall receive their regular compensation for any regularly scheduled working hours spent in the performance of such service, provided that any compensation that may have been received for jury duty is turned over to the City. If jury duty does not take the entire work day, employees shall be afforded reasonable paid time in order to travel to work or the employee may choose to use appropriate leave for the remainder of the shift if pre-approved.

12.3 Bereavement Leave

12.3.1 Definition

Each regular employee covered by this contract will be entitled to up to three (3) consecutive working days of bereavement leave with pay per qualifying occurrence. Additional leave, of up to two (2) additional consecutive working days may be granted by the Department Head, or designee for the purpose of out of state travel or if an employee plays an integral part in a funeral or memorial service. The additional two (2) days will be supplemented from the employee's other approved leave time, vacation or compensatory time. The City reserves the right to require verification for the use of this leave.

12.3.2 Use

Such bereavement leave will apply to a death in the immediate family as defined under family sick leave.

12.3.3 Not Accruable

Bereavement leave will not be accruable from year-to-year nor will it have any monetary value if unused, and is not available for cash-out.

12.3.4 Additional Time Off

Employees wishing to take time for the loss of a family friend, pet, or other loss not specifically declared in this article, may request to take time off but will need to utilize accrued vacation or compensatory time. Management will consider such requests and in the interest of supporting the employee at their time of loss, approve when staffing levels permit.

12.4 Educational Leave With or Without Pay

12.4.1 Definition

Special consideration may be granted employees wishing leave for purposes of pursuing educational training at any accredited school, when the course of study is directly related to the requesting employee's work. Such leave will be without compensation.

12.4.2 Certifications and Training

The City will pay for the maintaining of all current Public Works related certifications obtained while in the employ of the City, as well as all training, fees and materials for employer-required certifications within the Public Works department. The City may also at the Department Head's discretion, pay for training, fees and materials for certifications required for advancement to the next certification level within the same division (e.g., Operator I to Operator II).

12.4.3 Costs

The City may pay for other classes and seminars that in its sole determination benefit the City.

12.5 Authorized Leave without Pay

12.5.1 Unpaid Leave

It is the expectation of the City that employees will be judicious in their use of paid leave and that the need for an authorized leave without pay will be a rare occurrence. In the event of the exhaustion of vacation, holiday and compensatory leave time, the employee may be assigned by the Department Head to leave without pay due to unavoidable absence from work.

12.5.2 Temporary Absence

In instances where the work will not be seriously handicapped by the temporary absence of an employee, a Department Head may grant a leave of absence without pay not to exceed thirty (30) calendar days. Leaves of absence without pay for periods in excess of thirty (30) days will be made at the discretion of the City Manager. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Such leave will not be approved for an employee who is accepting employment outside the City service.

12.6 Government Leave

The City will provide leaves for Military Service and other public service areas as required by state and federal law. Grievance action taken under this section will not include binding arbitration unless mutually agreed to by the parties.

12.7 Family Medical Leaves

Employees shall be eligible to take Family Medical Leave(s) in accordance with relevant Federal and/or Oregon law. Necessary requests and documentation will be filed with the Human Resources Department.

ARTICLE 13: PROBATION

13.1 Probationary Period

13.1.1 Original Appointment Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of service. Evaluation of the employee's adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the probationary period. Upon agreement by the City and the Union, probation may be extended up to four (4) additional months. Time spent on extended leave (leave greater than two (2) consecutive weeks) does not count towards the months of service required to complete the probationary period. Probation shall end only upon receipt of a satisfactory performance evaluation which shall not be delayed unreasonably.

13.1.2 Regular Employment Status

Upon satisfactory completion of the probationary period as judged by the City in a written performance evaluation, the employee shall be considered as having demonstrated qualifications for the position, shall gain regular status, and shall be so informed through the supervisor. Upon attaining regular status, the employee shall be informed concerning eligibility for a merit increase.

13.1.3 Termination During Probationary Period

During the initial probationary period, a probationary employee may be terminated at any time without appeal or recourse to the grievance procedure of this Agreement. Probationary employees may not use the grievance procedure.

13.1.4 Promotional Probationary Period

Upon promotion within the bargaining unit, an employee will undergo a promotional probationary period of six (6) months. If more time is necessary to evaluate a promoted employee, the City may extend the promotional probationary period up to three (3) months. During the promotional probationary period, an employee may be returned to the employee's former position for any reason without appeal or recourse to the grievance procedure of this Agreement.

ARTICLE 14: LAYOFF/SENIORITY

14.1 Seniority

14.1.1 Seniority Definition

For purposes of this contract, "seniority" means length of continuous service in a bargaining unit position, computed from the date of the employee's original hire. Such date shall be known as the employee's "continuous service date." Where two employees have the same continuous service date, the employee whose application was first filed shall be deemed the senior employee. Where continuous service dates and application dates are the same, seniority shall be determined by lot.

14.1.2 Continuous Service Definition

As used in this section, "continuous service" includes all authorized paid leaves of absence and unpaid leaves of absence for less than thirty (30) consecutive calendar days, but does not include any period between an employee's layoff and recall nor unpaid leaves of absence for more than thirty (30) consecutive calendar days. In the event of layoff and recall, the employee's continuous service date shall be adjusted to reflect a total length of continuous service.

14.2 Order of Layoff

14.2.1 Reduction in Force

In the event of a reduction in force in a department or division, the City will first ask for volunteers in that job. If there are no volunteers or the number of volunteers is insufficient, layoffs will be made in the inverse order of seniority. The City will provide sixty (60) days written notice in person to the affected employees and by mail to the union. Affected employees shall be informed of the layoff as soon as practicable. The laid off employee may, at their discretion, bump a less senior regular full time employee in a lower job description, if the laid off employee is qualified for that position. "Qualified" shall be defined as meeting the posted minimum qualifications in the job description at the time of bumping, including required certifications. Exceptions to certification may be made in jobs where the law does not require certification for the position and the employee has the necessary skills and can obtain the certification within ninety (90) days.

14.2.2 Layoff Status

While on layoff status, regular employees may apply for seasonal work. If an employee is laid off from a regular job and later accepts a seasonal position, this would not change any of the provisions in this Article. Employees who bump to a seasonal position will be subject to recall under Articles 14.3 and 14.4.

14.2.3 Pay Status

Employees who bump to a seasonal position will be paid at the existing hourly rate as paid to other seasonal positions.

14.3 Layoff Status

14.3.1 Definition

For a period of twelve (12) months following the date of layoff, an employee shall be classified as on "layoff status," and the employee's name maintained on a recall eligible list. The order of names on the recall list shall be in inverse order of layoff, by job description. At the end of the twelve (12) month period, or sooner if the employee so requests, the employee's name shall be removed from the list.

14.3.2 Entitlements
An employee on layoff status shall not be entitled to any pay, status, benefits, or employment rights other than those specifically provided herein.

14.3.3 Notification of Change of Address
An employee on layoff status shall promptly inform the Human Resources Manager of any change of address, and shall be deemed terminated if a letter mailed to the last address recorded with the City is returned unclaimed.

14.3.4 Accrual Payout
An employee being laid off shall be paid for the total accrued vacation, holiday (if any) and compensatory time existing at the time of the layoff date.

14.4 Order of Recall
14.4.1 Definition
An employee on the recall list shall be offered a seasonal position, if available, if the employee is qualified for the position.

14.4.2 Order
Recall of employees to active employment shall be made in order of their names on the recall list for job descriptions from which they were laid off.

14.4.3 Eligibility
Regular employees who are on a recall list (as defined by Article 14.3) will be eligible for employment in a vacant seasonal position. Regular employees who accept seasonal work shall be retained on the recall list. Failure to accept seasonal work will not affect the employee's standing on the recall list.

14.4.4 Termination
An employee shall be deemed terminated if the employee does not report for work within ten (10) City business days of written notice of recall via registered mail for a regular position. Except as provided in this section, no person shall be hired to fill any position from which an employee was laid off as long as there is an employee within that job description on the layoff eligible list.

14.4.5 Restoration of Accrued Sick Leave
Upon recall, the employee shall have restored for authorized use all accrued sick leave hours as recorded by the City at the time of the layoff (this shall be the adjusted amount after 50% is provided for retirement per Article 7.6). This does apply to cases where the laid off employee returns to City work by being hired as a replacement as provided in Article 14.5.2 below. Time served in a seasonal appointment will not be credited towards the recalled employee's continuous service date for the regular position.

14.4.6 Acceptance of Regular Position
If an employee accepts a regular position, that employee will not be placed on the recall list and shall have no rights to recall, with the exception of 14.5.2.

14.5 Replacement Employment

14.5.1 General Applicant

An employee on layoff status may apply for a position with the City in a job other than the one from which the employee was laid off.

14.5.2 Retaining Eligibility

Acceptance of employment in a lower level job with a lower pay scale other than the employee's former job shall not be cause to remove the employee's name from the layoff eligible list. Rejection of replacement employment shall not be grounds for removal.

ARTICLE 15: PROMOTION AND TRANSFER

15.1 Promotions

Promotion is the change of position for an employee from a position in one class designation to a position in a class assigned to a higher salary range.

15.1.1 Filling Job Vacancies

Any job vacancy may be filled by promoting qualified employees within the City service or by hiring an external candidate. The City will fill employment vacancies with the most qualified applicant, whether it is from an internal or external source. Any current employee that applies for a union represented vacant posted position, that meets the minimum qualifications as defined in the posting, will be given an interview for that position.

15.1.2 Recruiting and Hiring Process

External recruiting may be initiated concurrently with the internal posting process, but no hiring commitment or decision will be made until the position has been posted internally for a minimum of five working days. In order to be eligible to promote to a different job, employees must have completed probation and shall not be in the process of any disciplinary action, during the recruitment process. New probationary periods will begin at the time of an approved transfer to a new classification and/or a promotion.

15.1.3 Appointment to Filling Vacancies

The appointment to fill a vacancy shall be made on a competitive basis utilizing criteria established by the City.

15.1.4 Promotional Hire

Employees who are promoted or transferred to a different classification shall serve a six (6) month probationary period in that different position. The City may extend the six (6) month promotional probationary period for up to three (3) additional consecutive months. The employee shall be covered by all terms and conditions of this contract except that the City's standards for successful completion of the probationary period and its application to the employee may not be grieved.

15.1.5 Right of Return

Any regular status employee who is promoted shall have a two (2) week period of time from the date of appointment during which the employee shall be allowed to return to the employee's former position. This two-week period of time may be extended by the City if it has not made an offer of employment for the career employee's former position. In the event that an employee fails to pass the employee's six (6) month promotional probationary period due to an inability to meet performance standards, the employee will be returned to his/her previous position.

15.2 Transfers

Transfer is a change of an employee from one position to another in the same class or to a position in a comparable class within the City service.

15.2.1 Written Requests

Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the employee's present department head and referred to the appropriate department head and the appointing power.

15.2.2 Minimum Qualifications

Requests for transfer shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which he/she does not possess the minimum qualifications. In order to be eligible for transfer to a different job, employees must have completed probation and shall not be in the process of any disciplinary action.

15.2.3 Decisions

Final decisions regarding transfers will be made at the discretion of the City Manager.

15.3 Written Offers/Explanations

Offers of promotion and transfer and notice of an increase shall be given to the employee in writing. Absent such written offer and acceptance and absent such notice of an increase, no promotion, transfer or increase shall exist. Any employee, upon written request, shall receive in writing an explanation as to why that employee was not appointed. The denial of a promotion/transfer shall not be grievable, so long as the decision was based upon lawful grounds.

15.4 AFSCME Representative

AFSCME will be allowed to send a representative to New Employee Orientation to familiarize the new employee about the Union.

ARTICLE 16: PERSONNEL RECORDS

16.1 Files

Employees may inspect the contents of their personnel file, in the presence of an authorized City representative. Files will be kept with the Human Resources Manager. Any duplicate or subsequent notes or records kept by a supervisor shall not contain altered copies nor documents not included in the official personnel file at Human Resources. A supervisor's file documents shall clearly state "copy."

16.2. Signature Requirement

No information reflecting critically upon employees will be placed in their personnel files without the employees being given the opportunity to review and sign the information. Employees will be required to sign such material to be placed in their personnel file with the understanding that their signature does not indicate agreement. If the employee refuses to sign the document, the supervisor will make a note that the employee has refused to sign and will place the information in the file. Signature sections shall not be on a separate page from the document. They shall be on a front to back or two-sided document in order to show that the signature was placed on the original document and not on a document later amended post-signature. Original signed documents shall be kept in the official personnel file at Human Resources.

16.3 File Purging

Documentation of an oral reprimand will be removed from the employee's personnel files after eighteen (18) months. Upon written request of the employee, written reprimands may be removed from their personnel files after eighteen (18) months at the discretion of the Division Manager and as long as no discipline occurred within that time period. Upon written request, written reprimands shall be removed from the employee's personnel files after thirty-six (36) months as long as no discipline has occurred during that time period. This shall include copies in any subsequent "supervisory" files kept outside of Human Resources.

ARTICLE 17: EMPLOYEE EVALUATIONS

17.1 Evaluations
As part of the City's personnel system each employee shall be evaluated upon completion of the probationary period and at least once a year in proximity to his/her anniversary date.

17.2 Furnished Copies
An employee shall receive a copy of any employee evaluation report.

17.3 Appeal Process
An employee may request a meeting with his or her department head to appeal an evaluation.
If the evaluation results in economic loss then the employee shall, upon request, meet with the supervisor and the City to review the evaluation. The parties may evaluate the appropriateness of a work plan in consideration of the employee's performance and may consider a delayed step increase in lieu of a withheld step increase as a potential solution.

17.4 Supplemental Letter
An employee may write a supplemental letter and have it put in his or her personnel file along with the evaluation.

17.5 Definition
Performance evaluations are not considered disciplinary action, and are not subject to the grievance procedure.

ARTICLE 18: DISCIPLINE AND DISCHARGE

18.1 Disciplinary Action

18.1.1 Definition

Disciplinary action may be imposed upon a non-probationary employee only for just cause and grievance. Disciplinary action imposed on any non-probationary employee may be processed as a grievance through the regular grievance procedure in this agreement, except that a grievance of an employee discharge shall be filed at Step 2 (19.6) and comply with all the requirements of Step 1. Oral reprimands shall not be grievable to arbitration, Step 3 (19.7).

18.1.2 Progressive Discipline and Serious Misconduct

Disciplinary action shall be timely. The City will use progressive discipline unless the misconduct is of a serious nature that merits a higher level of discipline. Examples of serious misconduct may include, but are not limited to, violence or threats in the workplace, being intoxicated or otherwise impaired while working, and sexual harassment. Except in cases of serious misconduct, discipline shall be corrective and not punitive. Discipline may include but is not limited to oral reprimand, written reprimand, suspension without pay, demotion, reduction in pay and discharge.

18.1.3 Consequences

Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses.

18.1.4 Reprimand

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

18.1.5 Stewards' Rights

A steward shall have the right to discuss any disciplinary action imposed or recommended by a supervisor with that supervisor at the affected employee's request, with or without the employee's presence.

18.1.6 Employees' Rights

In addition to the provisions of (18.1.5) above, an employee has the right to have a steward present at an interview with a supervisor when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action. The interview may not be unduly delayed to await a particular unavailable steward when other stewards may be available.

18.1.7 Due Process

Due Process procedures which normally will be followed when an employee may be subject to discipline greater than a written reprimand are as follows:

18.1.7.a Notification of Charges or Allegations

The employee will be notified of the charges or allegations which may subject them to discipline.

18.1.7.b Notification of Disciplinary Sanctions

The employee will be notified of the disciplinary sanctions being considered.

18.1.7.c Employees' Opportunity to Refute Charges or Allegations

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

18.1.7.d Accompaniment by Employee

At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

18.2 Right to Grieve Discipline

Any discipline imposed on a non-probationary employee may be grieved through relevant articles in this agreement. If an arbitrator determines that an employee has been issued discipline that does not comply with the just cause or other provisions of this Article, the arbitrator will have the authority to fashion an appropriate remedy that may include reinstatement with full restoration of rights and conditions of employment, compensation for lost wages or other benefits, or a reduction of the level of discipline issued.

18.3 Initial Hire and Promotional Probationary Employees

18.3.1 Initial Probationary Period

Newly hired regular employees shall be on probation for twelve (12) months from their date of hire. During this initial hire probationary period, probationary employees are not covered by the provisions of 18.1 and 18.2, above. Initial hire probationary employees may be discharged by the City at any time with no showing of cause. Any discipline or discharge of an initial hire probationary employee is neither grievable nor taken to arbitration; such matters are not covered by the provisions of this Agreement. Initial hire probationary employees do not have any property rights in the job.

18.3.2 Promotional Probationary Period

Employees who have been promoted to another position within the bargaining unit may be returned to their former position without cause during the promotional probationary period. The return of an employee to a former position during the promotional probationary period is not considered discipline subject to the provisions of this Article or the grievance process.

18.4 Plans of Correction and Improvement

Management may counsel employees about areas in which improvement can be attained, when in the supervisor's assessment the employee could benefit from the additional coaching. The City may also provide counseling during the employee's performance evaluation and when appropriate the City and employee may develop a plan of action for improving performance. The goal of this counseling is to help the employee understand the supervisor's expectations and provide a time frame during which the employee and the supervisor will work closely together to reach the required performance or behavioral improvements contained within the plan. So called "teachable moments" are not disciplinary in nature. These plans are not an extended probation, nor are they intended to be discipline. The purpose behind these policies is to provide a tool which allows for the documentation of improvements that must be made by an employee in meeting either the performance or behavioral expectations of the supervisor.

ARTICLE 19: DISPUTE SETTLEMENT

19.1 Grievance Definition

As used in this contract, the term "grievance" means any claim by or on behalf of a particular employee or party to this contract that such claimant's rights, benefits, privileges, or interests under this contract have been violated or that this contract has been misapplied to such claimant in a particular case.

19.2 Exclusive Remedy

Grievances shall be initiated and processed in the manner provided for herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances.

19.3 Time Limits and Procedures

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Any such waiver must be reduced to writing by the party requesting it and agreed to in writing by the other party (exchanged e-mails shall be sufficient to meet this requirement). Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The City shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon. Upon failure of the City to respond to a grievance within the specified time limits, the Union will be permitted to advance the grievance to the next step.

19.4 Grievances

19.4.1 Outline of Written Grievance

The written grievance shall include:

19.4.2 Name and Position

The name and position of the employee by or on whose behalf the grievance is brought.

19.4.3 Dates

The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.

19.4.4 Statement

A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.

19.4.5 Provisions

The specific provision or provisions of this contract allegedly violated by the City.

19.4.6 Remedy

The remedy or relief sought by the employee.

19.4.7 Signature(s)

The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.

19.5 Grievances at Step 1

Within fifteen (15) calendar days after the incident that led to a grievance, the aggrieved employee shall file a copy of the grievance with the employee's immediate supervisor. The supervisor or another representative of the City will within fifteen (15) days of receipt of the grievance, render a decision after meeting with the aggrieved employee and/or union representative. If the grievance is not resolved, the employee will, within ten (10) calendar days of the City's decision, proceed to Step 2.

19.6 Grievances at Step 2

The grievance, along with all pertinent written information will be submitted to the City Manager or designee. The City Manager or designee will meet with the employee and/or the Union representative and will render a decision within fifteen (15) calendar days of receipt of the grievance. If the City Manager's decision does not resolve the grievance, the Union may advance the grievance to Step 3.

19.7 Grievances at Step 3

19.7.1 Process

If the Union chooses to advance the grievance to Step 3, the Union must provide notice to the City Manager and request a list of arbitrators from the Employment Relations Board within 15 days of the City's response in Step 2 unless mediation has been requested. If the parties do not agree to mediation, the Union must request a list of arbitrators within 15 days of the refusal to mediate. Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the City and the Union representatives shall flip a coin to determine who shall exercise the first opportunity of striking a name, with the loser of the coin toss striking first. Strikes shall be exercised alternately until each party has exercised three (3) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection; and the arbitrator shall schedule a hearing.

19.7.2 Mutual Agreement

The parties may, by mutual agreement in a particular case, provide for any amendment, waiver, modification, or addition to the rules and procedures herein set forth in this Article, which agreement shall not affect subsequent cases.

19.7.3 Mediation

Within fifteen (15) calendar days of receipt of the City's response in Step 2, either party to the labor contract may request mediation. Both parties must agree to mediation. If agreed to by both parties, the Union will contact the State Conciliator of the Employment Relations Board and a mediation session will be held with an assigned mediator. If mediation is not successful, a request shall be made within ten (10) calendar days from the conclusion of mediation, for a list of arbitrators. Mediation shall be concluded when (1) the parties mutually agree in writing that the grievance is resolved; and (2) the Union provides written notice that the grievance is withdrawn; or (3) either party notifies the other party and the mediator in writing that it wishes to conclude mediation, but only after at least one mediation session has been held.

19.7.4 Arbitration Rules

Except as expressly provided herein, arbitration of grievances shall be conducted according to the applicable rules of the organization that supplied the parties with a list of arbitrators.

19.7.5 Arbitration Process

When, after the initiation of a grievance at Step 3 but before the arbitration hearing, new factual information or evidence directly relevant to the issues first comes to the knowledge of a party and it was not previously known to the party, notice of such information immediately shall be served on the

other party's representative. Such information may be introduced in arbitration, if otherwise admissible according to usual evidentiary standards in arbitration.

19.7.6 Arbitration

The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this contract; nor to substitute the arbitrator's judgment for that of the City as to any matter within City's discretion under this contract, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this contract.

19.7.7 Arbitrator's Decision and Costs

The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Any necessary expenses for the services of the arbitrator shall be split equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses, subject to changes in relevant case law and in accordance with Article 24 Savings Clause. The names of any witnesses to be used in arbitration by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

19.7.8 Arbitrator's Decision

The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

19.8 Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

19.9 Confidentiality

All proceedings, meetings, and discussions related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution are exempt from public disclosure to the extent allowed under the public records law, until the conclusion of the final proceeding.

19.10 Absence from Work Station

Except for the provisions of Article 19.7.7, union stewards representing employees or the Union at the meetings and hearings provided for in this article shall be permitted, after notice to the immediate supervisor, to leave their assigned work areas without loss of pay during their attendance at such meetings or hearings.

ARTICLE 20: NO STRIKE OR LOCKOUT

20.1 Strike Prohibited

During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, given the opportunity to confer with a supervisor while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article.

20.2 Union's Duty

In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make reasonable attempts to secure an immediate and orderly return to work.

ARTICLE 21: OUTSIDE EMPLOYMENT

21.1 Approval to Engage in Outside Employment

Bargaining unit employees may not engage in outside employment that conflicts with the nature of the City's mission, conducts business with the City of Newberg, or otherwise interferes with the employee's ability to perform according to established standards of performance and work rules. An employee also may not conduct business connected to outside employment during scheduled hours of work at the City of Newberg. An employee must receive authorization prior to engaging in outside employment. Any employee who wishes to engage in outside employment must submit a completed "Outside Employment" form (Appendix F of the City Personnel Manual) to the Division Manager. If the City, in its discretion, determines that the outside employment does not create a conflict, it will approve authorization of the request and place the Outside Employment form in the employee's Personnel File. If the City does not approve an outside employment request, the Union reserves the right to meet and discuss the rationale for the City's decision. The City has the final say and the decision is not grievable.

ARTICLE 22: WORKING CONDITIONS AND SAFETY

22.1 Safety

The City and employees agree to abide by federal and state safety regulations per the Oregon Administrative Rules. Unsafe practices and conditions shall be immediately called to the attention of the employee's immediate supervisor and/or an available supervisor. Once substantiated by the City, the unsafe condition shall be remedied as fully as possible. The City shall not discipline or in any manner discriminate against any employee who, in good faith and for cause, reports the existence of an unsafe condition or practice to the City. If an employee refuses to work due to a good faith belief and for cause evidence of unsafe working conditions, after following the proper reporting of unsafe conditions as outlined above, the City agrees to not subject the employee to discipline. If the City fails to remedy the situation in a reasonable amount of time, the employee will not be penalized for reporting the unsafe condition. However, if the City examines the condition and deems it safe, the City can require the employee to perform the work.

22.2 Uniforms and Protective Clothing

22.2.1 Provided Uniform Items

The City shall provide uniform items required for the position, including but not limited to shirts, jackets, vests, coveralls, gloves, safety glasses, rain gear, steel toed rubber boots, hats and replacement items as authorized.

22.2.2 Employees' Choices

Employees should have choice in fit of apparel, i.e. correct sizes. If needed for the employee's position, not more than every twelve (12) months, the City shall reimburse the employee up to $125.00 for the purchase of one pair of ANSI-approved safety-toed boots/shoes as authorized.

22.3 Clean up Time

Whenever it is essential for employees to clean up or change clothes before being presentable upon leaving work, the employee shall be granted adequate personal clean up time prior to the end of each work shift. The City shall provide the required facilities for the employee's clean up time. Work schedules shall be arranged so that employees may take advantage of this provision where it is applicable. Neither party to this contract shall construe "clean up time" to mean "quitting early time," "leave early time," or coming in early from the field.

22.4 Tools and Equipment

Providing safety equipment and personal protective equipment is the City's responsibility. The City shall provide tools, except in Fleet Services where employees may elect to use pre-authorized personally owned tools.

22.5 Travel

Employees shall make every effort to travel as economically as practical. The City shall use a reasonableness test to evaluate whether employee proposed travel expenses are economical under the circumstances. Distances more than seventy (70) miles from Newberg, shall be considered for hotel stays, either on the night before or after a required class or training. The City has discretion to provide a City-owned vehicle for the travel, or to authorize the employee to use a personal vehicle. If, by mutual agreement, the employee uses a personal vehicle, the City shall reimburse the employee at the rate determined by the Internal Revenue Service. If the City requests that the employee use a City-owned vehicle, but the employee chooses to drive a personal vehicle, the City will not reimburse for travel. Drive time to required classes is paid roundtrip.

22.6 Personnel Rules and Regulations

The City agrees to make this contract available to each employee now in the bargaining unit, through electronic means, within sixty (60) days of full execution of this contract and to furnish each new employee with a copy of this contract and the City's Personnel Rules and Regulations at the time of appointment. A printed copy of the contract will be made available at the employee's request in the Human Resources Office and thirty (30) copies will be made available to the Local President. The cost of printing and assembling the contract will be borne by the City. The City shall furnish the Union with a copy of the City's Personnel Rules and Regulations and furnish copies of any and all amendments thereto from time to time.

22.7 Vehicle Safety

The parties recognize that possession of a valid Commercial Driver's License (CDL) or driver's license is an essential job function for a number of City positions. If an employee holds a position in a classification that requires a valid driver's license, and his/her license is non-renewed, suspended or revoked, that person will be subject to termination due to failure to maintain minimum qualifications. An exception to this is if the employee temporarily loses his/ her driver's license for a traffic violation, or their CDL lapses, the employee can apply accrued leave and other compensatory time, or if the City, without creating an operational disturbance can find alternative work duties, the City and the employee will bridge the gap, up to sixty (60) days. Employees are obligated to notify their employer immediately if their license is invalid or suspended.

22.8 City to Bear Cost of Commercial Driver's License Requirement

The City shall bear any additional costs associated with a required Commercial Driver's License. Should an employee allow their CDL to expire or it is revoked, any re-instatement fee shall be the responsibility of the employee.

22.8 Impairing Medications

If an employee is taking any medication that has a warning label indicating it may cause impairments when driving or operating equipment and the employee's job duties include driving or operating equipment, the employee shall notify the Human Resource Office before reporting to work.

22.10 Inclement Weather

The parties acknowledge that a majority of the bargaining unit qualify as essential personnel/first responders and will likely be required to report to duty in times of inclement weather. In the event that the City decides to close operations due to inclement weather or hazardous conditions, the City shall pay non-first responder employees as if they worked their full shift that day. Employees who work in inclement weather shall be paid overtime or compensatory time for all hours worked on those days. Essential personnel required to report to work in inclement weather, when the City Manager has closed the City, shall receive pay at time and one half for actual hours worked that day. Also, non-first responder employees who have reported to their assigned shift prior to the City Manager closing the City shall receive overtime or compensatory time for the actual hours worked.

ARTICLE 23: JOINT LABOR MANAGEMENT COMMITTEE

23.1 Membership

A Joint Labor Management Committee is hereby established to serve as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The parties agree to meet at least two times per calendar year. The parties have the authority to create additional subcommittees underneath the auspices of the Joint Labor Management Committee, as the parties may deem appropriate. The Joint Labor Management Committee shall be composed of eight members, with four members appointed by the Union and four members appointed by the City including the Union's representative and the City's Human Resources Manager. Permanent or temporary membership on the Committee may be expanded by the mutual agreement of the Union and the City. Should the Joint Labor Management Committee meet during normal work hours, no bargaining unit member of the Committee shall suffer any loss of pay as a result thereof.

23.2 Issues

The parties agree that the Joint Labor Management Committee, and its subcommittees, as appropriate, will thoroughly examine and discuss the issues that have been jointly identified and any new issues that later are identified by the parties. It is intended that each issue will be thoroughly explored so that the ramifications and impacts of each issue are understood by the Committee members. The Joint Labor Management Committee shall have no authority to review the merits or adjust specific employee grievances. Subject to the deliberation of the subcommittees, or the Joint Labor Management Committee itself, recommendations may be issued to the Union's leadership or membership, as appropriate, and to the City Manager or City Council, as appropriate.

ARTICLE 24: SAVINGS CLAUSE

24.1 Remainder of Contract Enforceable and Duty to Bargain Replacement Language

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

ARTICLE 25: COMPLETE AGREEMENT/PAST PRACTICES/SEVERABILITY

25.1 Sole and Complete Agreement

This bargaining agreement incorporates the sole and complete Agreement between the City and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. (PECBA). It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for 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 this Agreement.

25.2 Obligation to Bargain During Life of Agreement

The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

25.3 Collective Bargaining Agreement Prevails

All matters not prescribed by the language of this Agreement may be administered for its duration by the City in accordance with the City Personnel Rules and Regulations. In the event of a conflict between Personnel Rules and this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 26: DURATION

26.1 Term

This Agreement shall commence upon execution by all parties, except where specifically noted as to the COLA for the first year of this Agreement (Article 6.1.1), and remain in full force and effect until December 31, 2014.

26.2 Notification of Intent to Negotiate Successor Agreement

Either party must notify the other party, in writing, no later than July 1, 2014, of its intention to negotiate a successor agreement, in which event the negotiations shall commence not later than thirty (30) days after the giving of said notice.

IN WITNESS WHEREOF the parties hereto have set their hand at the date indicated by their signature. This Agreement shall be deemed fully executed when all signatures have been obtained.

City of Newberg PW Employee Union
AFSCME Local 1569

Karen Tarmichael, Bargaining Team — Date: 2/6/13

Mike Conway, Bargaining Team — Date: 2/5/13

Craig Pack, Bargaining Team — Date: 2/7/13

Justin St. James
Council Representative AFSCME — Date: 2/4/13

City of Newberg

Bob Andrews, Mayor — Date: 2/4/13

Dan Danicic, City Manager — Date: 2/4/13
Authorized by Resolution No. 2013-3028

Approved as to Legal Sufficiency:

Terrence D. Mahr
City Attorney — Date: 2/7/2013

APPENDIX A
Wage Scale Beginning January 2013
City of Newberg AFSCME PW Bargaining Unit

2013												
COLA Jan - 2013	2.5%	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	Prior Step #	A		B		C		D		E		F
Position	Conversio Step #	1	2	3	4	5	6	7	8	9	10	11
Months of Service (generally)		*0*	*12*	*24*	*36*	*48*	*60*	*72*	*84*	*96*	*108*	*120*
Wastewater Systems Supervisor	154	4,303	4,411	4,521	4,634	4,750	4,869	4,991	5,116	5,244	5,375	5,509
Environmental Technician	148	4,004	4,104	4,207	4,312	4,420	4,531	4,644	4,760	4,879	5,001	5,126
Fleet Maintenance Supervisor	148	4,004	4,104	4,207	4,312	4,420	4,531	4,644	4,760	4,879	5,001	5,126
Regulation Compliance Specialist	148	4,004	4,104	4,207	4,312	4,420	4,531	4,644	4,760	4,879	5,001	5,126
Sr Plant Mechanic	148	4,004	4,104	4,207	4,312	4,420	4,531	4,644	4,760	4,879	5,001	5,126
WTS Senior Operator	148	4,004	4,104	4,207	4,312	4,420	4,531	4,644	4,760	4,879	5,001	5,126
Crew Chief	144	3,815	3,910	4,008	4,108	4,211	4,316	4,424	4,535	4,648	4,764	4,883
Pretreatment Technician	144	3,815	3,910	4,008	4,108	4,211	4,316	4,424	4,535	4,648	4,764	4,883
Op Lab Tech 2	140	3,642	3,733	3,826	3,922	4,020	4,121	4,224	4,330	4,438	4,549	4,663
Plant Mechanic 1	140	3,642	3,733	3,826	3,922	4,020	4,121	4,224	4,330	4,438	4,549	4,663
Public Works Technician	140	3,642	3,733	3,826	3,922	4,020	4,121	4,224	4,330	4,438	4,549	4,663
TS Operator 2	140	3,642	3,733	3,826	3,922	4,020	4,121	4,224	4,330	4,438	4,549	4,663
Facilities Maintenance Supervisor	136	3,475	3,562	3,651	3,742	3,836	3,932	4,030	4,131	4,234	4,340	4,449
Utility Technician 2	136	3,475	3,562	3,651	3,742	3,836	3,932	4,030	4,131	4,234	4,340	4,449
Mechanic	136	3,475	3,562	3,651	3,742	3,836	3,932	4,030	4,131	4,234	4,340	4,449
Utility Technician 1	132	3,322	3,405	3,490	3,577	3,666	3,758	3,852	3,948	4,047	4,148	4,252
Op Lab Tech 1	132	3,322	3,405	3,490	3,577	3,666	3,758	3,852	3,948	4,047	4,148	4,252
Operator 1	132	3,322	3,405	3,490	3,577	3,666	3,758	3,852	3,948	4,047	4,148	4,252
Facility Maintenance	128	3,121	3,199	3,279	3,361	3,445	3,531	3,619	3,709	3,802	3,897	3,994
Utility Worker	128	3,121	3,199	3,279	3,361	3,445	3,531	3,619	3,709	3,802	3,897	3,994
Secretary PT	122	16.61	17.02	17.45	17.88	18.33	18.79	19.26	19.74	20.23	20.74	21.26
Secretary	121	2,912	2,985	3,060	3,137	3,215	3,295	3,377	3,461	3,548	3,637	3,728
Groundskeeper	113	2,646	2,712	2,780	2,850	2,921	2,994	3,069	3,146	3,225	3,306	3,389

Laborer 1 & 2 Job Titles Changed to Utility Technician 1 & 2

APPENDIX A, Continued
Wage Scale Beginning January 2014
City of Newberg AFSCME PW Bargaining Unit

2014												
COLA Jan - 2014	2.0%	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
Position	Grade #	1	2	3	4	5	6	7	8	9	10	11
Months of Service (generally)		*0*	*12*	*24*	*36*	*48*	*60*	*72*	*84*	*96*	*108*	*120*
Wastewater Systems Supervisor	154	4,389	4,499	4,611	4,726	4,844	4,965	5,089	5,216	5,346	5,480	5,617
Environmental Technician	148	4,084	4,186	4,291	4,398	4,508	4,621	4,737	4,855	4,976	5,100	5,228
Fleet Maintenance Supervisor	148	4,084	4,186	4,291	4,398	4,508	4,621	4,737	4,855	4,976	5,100	5,228
Regulation Compliance Specialist	148	4,084	4,186	4,291	4,398	4,508	4,621	4,737	4,855	4,976	5,100	5,228
Sr Plant Mechanic	148	4,084	4,186	4,291	4,398	4,508	4,621	4,737	4,855	4,976	5,100	5,228
WTS Senior Operator	148	4,084	4,186	4,291	4,398	4,508	4,621	4,737	4,855	4,976	5,100	5,228
Crew Chief	144	3,891	3,989	4,089	4,191	4,296	4,403	4,513	4,626	4,742	4,861	4,983
Pretreatment Technician	144	3,891	3,989	4,089	4,191	4,296	4,403	4,513	4,626	4,742	4,861	4,983
Op Lab Tech 2	140	3,715	3,808	3,903	4,001	4,101	4,204	4,309	4,417	4,527	4,640	4,756
Plant Mechanic 1	140	3,715	3,808	3,903	4,001	4,101	4,204	4,309	4,417	4,527	4,640	4,756
Public Works Technician	140	3,715	3,808	3,903	4,001	4,101	4,204	4,309	4,417	4,527	4,640	4,756
TS Operator 2	140	3,715	3,808	3,903	4,001	4,101	4,204	4,309	4,417	4,527	4,640	4,756
Facilities Maintenance Supervisor	136	3,544	3,633	3,724	3,817	3,912	4,010	4,110	4,213	4,318	4,426	4,537
Utility Technician 2	136	3,544	3,633	3,724	3,817	3,912	4,010	4,110	4,213	4,318	4,426	4,537
Mechanic	136	3,544	3,633	3,724	3,817	3,912	4,010	4,110	4,213	4,318	4,426	4,537
Utility Technician 1	132	3,388	3,473	3,560	3,649	3,740	3,834	3,930	4,028	4,129	4,232	4,338
Op Lab Tech 1	132	3,388	3,473	3,560	3,649	3,740	3,834	3,930	4,028	4,129	4,232	4,338
Operator 1	132	3,388	3,473	3,560	3,649	3,740	3,834	3,930	4,028	4,129	4,232	4,338
Facility Maintenance	128	3,184	3,263	3,345	3,429	3,515	3,603	3,693	3,785	3,880	3,977	4,076
Utility Worker	128	3,184	3,263	3,345	3,429	3,515	3,603	3,693	3,785	3,880	3,977	4,076
Secretary PT	122	16.94	17.36	17.79	18.24	18.70	19.16	19.64	20.13	20.64	21.15	21.68
Secretary	121	2,970	3,045	3,121	3,199	3,279	3,361	3,445	3,531	3,619	3,709	3,802
Groundskeeper	113	2,698	2,766	2,835	2,906	2,979	3,053	3,129	3,207	3,287	3,369	3,453

Laborer 1 & 2 Job Titles Changed to Utility Technician 1 & 2

APPENDIX B
Memorandum of Agreement (MOA)
By and Between
The City of Newberg and the AFSCME Newberg PW Union
RE: Limited Supervisory Duties of Lead Workers/Crew Chiefs

WHEREAS, since the City and the Union have reached an agreement regarding the definition of the bargaining unit;

WHEREAS, the definition includes some positions which have or may have limited supervisory duties;

WHEREAS, the agreement reached commits the parties to create language to ensure the parties continue to limit the supervisory duties required of those positions which the City voluntarily recognized as positions included in the bargaining unit;

NOW THEREFORE, the parties have reached an agreement and reduced it to writing in this MOA, that supervisory duties shall be subject to the following limitations as agreed by all parties:

DUTIES: Lead Worker/Crew Chief positions involve certain limited oversight and administrative duties which are deemed not to warrant a full supervisory classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers/Crew Chief positions shall spend a substantial portion of their time (fifty percent (50%) or more) in performing non-supervisory duties. The Lead Work/Crew Chief will not effectively recommend hiring or terminating employees. An employee promoted into a Lead Worker/Crew Chief position will not impose formal discipline, i.e. a letter of reprimand or above. Lead Workers/Crew Chiefs may issue oral counseling and/or reprimands and may recommend performance action plans where appropriate. Lead Workers/Crew Chiefs maybe present when discipline is issued, at the discretion of the supervisor. Lead Workers/Crew Chiefs may be asked to prepare initial performance evaluations and may be requested to sit-in on the deliverance of the evaluation, at the discretion of the supervisor. Lead Workers/Crew Chiefs will not be responsible for delivering performance evaluations.[3]

This MOA supersedes any previous job descriptions or assignment of duties prior to the date of this agreement.

IT IS AGREED, this 7th day of February, 2013.

For the City of Newberg

Dan Danicic, Newberg City Manager

For the AFSCME Newberg PW Bargaining Unit

Justin St. James, Council Representative AFSCME

AFSCME President

[3] Appendix D is an exception to this MOA.

APPENDIX C
Memorandum of Agreement (MOA)
By and Between
The City of Newberg and the AFSCME Newberg PW Union
RE: Contracting out of Bargaining Unit Work

WHEREAS, the City and the Union wish to avoid unnecessary litigation regarding the issue of contracting and subcontracting out work performed by bargaining unit members;

NOW THEREFORE, the parties have reached agreement and reduced it to writing in this MOA, that prior to the City of Newberg publishing an RFP for the contracting or subcontracting out of exclusive bargaining unit work, the parties shall follow the procedures set forth below:

1. ***Contracting Out.*** The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work currently performed by bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

2. ***Process***. The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned or a mutually agreed alternate mediator, will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.[4]

IT IS AGREED, this 7th day of February, 2013.

For the City of Newberg

Dan Danicic, Newberg City Manager

For the AFSCME Newberg PW Bargaining Unit

Justin St. James, Council Rep., AFSCME

AFSCME President

[4] The City agrees as part of the full contract settlement to make every effort to fill the Grounds Keeper vacancy through a regular recruitment process.

APPENDIX D
Memorandum of Agreement (MOA) By and Between
The City of Newberg and the AFSCME Newberg PW Union
RE: Current Incumbent of the Wastewater System Supervisor

WHEREAS, since the City and the Union have reached an agreement regarding the definition of the bargaining unit;

WHEREAS, the definition includes some positions which have or may have supervisory duties;

WHEREAS, the current incumbent[5] occupies a position that may or may not be a supervisory position statutorily exempt from the Union under PECBA;

NOW THEREFORE, the parties have reached an agreement and reduced it to writing in this MOA, that the City and Union will make a special exception for the current incumbent, as the Wastewater Treatment System Supervisor. The City and the Union agree to abstain from unit clarification proceedings to determine if the Wastewater Treatment System Supervisor position is exempt until the current incumbent separates from the position.

This agreement is specific to the current incumbent and as such will not be precedent setting in any way relative to any subsequent position and/or employee who may occupy the incumbent's position or a like position.

Both parties understand that the current incumbent's work duties include, and will continue to include the authority to: plan, assign and review the work of subordinates, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. The current incumbent may issue oral counseling and/or reprimands, may recommend performance action plans where appropriate, deliver performance evaluations, and administer and/or effectively recommend discipline up to and including termination.

FURTHERMORE, when the incumbent separates from the position as Wastewater Treatment System Supervisor, the Union understands that the City will seek a unit clarification with the Employment Relations Board as the City believes the position to be statutorily exempt from the Union under PECBA.

This MOA supersedes any previous job agreements regarding the current incumbent or his current position.

IT IS AGREED, this 7th day of February, 2013.

For the City of Newberg

Dan Danicic, Newberg City Manager

For the AFSCME Newberg PW Bargaining Unit

Justin St. James, AFSCME

AFSCME President

[5] The City and the Union recognize that Troy Sanders is the current incumbent and this agreement exclusively applies to him.

RESOLUTION NO. 2013-3028

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PUBLIC WORKS UNION (AFSCME); AGREEMENT WILL BE EFFECTIVE UPON EXECUTION, EXCEPT FOR FIRST YEAR OF COLA IS RETROACTIVE TO JANUARY 1, 2013; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT; AND DELEGATING THE AUTHORITY TO THE CITY MANAGER TO MAKE AMENDMENTS AND INTERPRETATIONS OF THE AGREEMENT ON BEHALF OF THE CITY

RECITALS:

1. City staff has been negotiating with the Public Works Union through their stewards and Oregon AFSCME Council 75 ("AFSCME") representatives (the "Union") for the new contract period beginning upon execution (approximately February of 2013) through December 31, 2014.

2. The City has been notified that the Union members on December 19, 2012, have ratified the Collective Bargaining Agreement ("Agreement").

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City approves the Agreement between the City and the Union with this initial contract, which is attached hereto as Exhibit "A" and by this reference incorporated.

2. The initial contract period will be from the date of execution (February of 2013) of Agreement through December 31, 2014, except the first year COLA is retroactive to January 1, 2013.

3. The mayor and city manager are authorized to execute the Agreement with the Union on behalf of the City.

4. The city manager is further delegated the authority to approve minor amendments to the Agreement; interpret language of the Agreement on behalf of the City; enter into memorandums of understandings concerning the interpretations and disputes arising under the Agreement; and negotiate settlements of disputes.

5. The city attorney will review and approve the Agreement as to legal sufficiency.

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: February 5, 2013.

ADOPTED by the City Council of the City of Newberg, Oregon, this 4th day of February, 2013.

Daniel Danicic, City Recorder

ATTEST by the Mayor this 7th day of February, 2013.

Bob Andrews, Mayor