

**AGREEMENT
BETWEEN
CITY OF INDEPENDENCE, OREGON
AND
GENERAL TEAMSTERS LOCAL UNION NO. 324
UPON EXECUTION TO JUNE 30, 2025**

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**THE CITY OF INDEPENDENCE, OREGON
AND
GENERAL TEAMSTERS LOCAL UNION NO. 324**

PREAMBLE

This Agreement is entered into by the City of Independence, hereinafter referred to as the "City" and the General Teamsters Local Union NO. 324, hereinafter referred to as the "Union".

This Agreement shall apply only to those employees of the City, comprising the following:

- A. Parks Worker 1
- B. Parks Worker 2
- C. Utility Worker 1
- D. Utility Worker 2
- E. Utility Worker 3
- F. Utility Worker Lead
- G. Wastewater Operator 1
- H. Wastewater Operator 2
- I. Wastewater Operator Lead
- J. Water Operator 1
- K. Water Operator 2
- L. Water Operator Lead

All confidential employees, irregular employees, part-time employees, and seasonal employees are excluded.

New Classes may be developed by the City and a wage scale assigned thereto. Upon the preparation of the new class and wage scale, the City shall forward the new class and wage scale to the Union for review. For the purpose of including new classes under the terms of this contract, the contract will then be subject to reopening to include only the new class under the scope of this Agreement.

Where reference is made to some duty to be performed by the City in the contract, or some notice or filing to be made with the City, the City will act through its City Manager or other such supervisory officers of employees as may be designated by its City Manager.

For the purposes of this contract, the term he/him/his is considered gender neutral.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent of the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees within the Bargaining Unit described above.

ARTICLE 2 – UNION SECURITY AND UNION RIGHTS

Section 1. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representing matters and employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or Union because of the exercise of their legal rights or rights under the Labor Agreement in effect between the City and the Union.

Section 2. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 3. The City will deduct Union dues and remit payment to the Union upon receipt of written authorization by an employee. Such authorization shall continue unless revoked or changed in writing by the employee. Pursuant to each authorization, the City shall deduct such dues from the first salary check of said employee, each month. The amounts deducted shall be transmitted within ten (10) days to the Union.

Section 4. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the City. Such payments amounts are those authorized by the employee.

Section 5. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this Article.

Section 6. The representative(s) of the Union shall have the right of reasonable access to the office and city premises provided that said representative shall first apprise the supervisor in charge of the purpose of the visit, the length of time required and the persons to whom he desires to speak and provided further that such visit will not unreasonably interfere with the employees' performance of their work.

Section 7. The City will notify the Union of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Union with the new employee's name, mailing address and position for which he or she was hired.

Section 8. The City agrees to allow suitable space to be used by the Union for the posting of notices and bulletins relating to Union matters.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The City retains all customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the Bargaining Unit and the Union are limited to those specifically set forth in the Agreement. The City retains all authority, powers, privileges, and rights not specifically limited by the terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. It is agreed that this document contains the full and complete agreement on all bargaining issues between the parties and for all those for whose benefit this Agreement is made. In the event of a conflict between the provisions of this Agreement and any rules or regulations heretofore existing, the provisions of this Agreement shall control.

Section 2. When the City has reasonable grounds to believe that an employee is under the influence of intoxicants or any non-prescribed controlled substance at work, the City may require the employee to immediately submit to a blood test and/or urinalysis. These tests will be conducted in a laboratory mutually agreed upon, in advance, by the City and the Union.

Refusal to immediately submit to any such test may result in disciplinary action which may include suspension and/or termination, subject to the disciplinary procedures set for in Article 12, Discipline and Discharge.

Section 3. Nothing in this Agreement shall be interpreted in such manner as to prevent the City from making such reasonable accommodations as may be required under applicable Federal or State law (i.e., ADA, Title VII, etc.).

ARTICLE 4 – STRIKES AND LOCKOUTS

Section 1. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction or work, at any location in the City during the term of this contract. Employees in the Bargaining Unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work, in any form, either on the basis of individual choice or collective employee conduct, the Union will, immediately upon notification, attempt to secure provision of this Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 – HOLIDAYS

Section 1. The following shall be paid holidays:

New Year's Day

Veteran's Day

President's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
The day before or after Christmas Day

Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 2. If an employee works on any of the holidays listed above, the employee shall be paid for all hours worked at one and one-half (1½) times their regular rate of pay, plus the holiday pay (eight (8) hours per day).

Section 3. Should an employee be on authorized vacation with pay when a holiday occurs, such holiday shall not be charged against their vacation or authorized leave.

Section 4. For employees on a four-ten (4-10) work week, should the holiday fall on a regularly scheduled work day, the employee shall receive ten hours pay for the holiday. If the holiday falls outside the regularly scheduled work day the employee shall receive eight hours pay for the holiday.

Section 5. Two personal days, (eight (8) hours per day) may be taken with mutual agreement of the employee and the employer. Personal leave does not carry from year to year and has no cash value.

ARTICLE 6 – VACATIONS

Section 1. After having serviced continuously in the City's service for six (6) full calendar months, full time employees shall be credited with forty (40) hours vacation leave. Thereafter, vacation shall be credited at the following rates:

Length of Continuous Service Calculated from Anniversary Of Last Date of Hire	Vacation Time Accrued
At the completion of six (6) months.	Forty (40) hours.
At the completion of another six (6) months Of service for a total of twelve (12) months.	Another forty (40) hours for a total of eighty (80) hours for the first twelve (12) months of service.
Thirteen (13) thru sixty (60) months.	8 hours per month of service.
Sixty-one (61) thru one hundred twenty (120) months.	10 Hours per month of service.
One hundred twenty-one (121) thru	12 Hours per month of service.

one hundred eighty (180) months.

One hundred eighty-one (181) thru
two hundred forty (240) months.

14 Hours per month of service.

Two hundred forty-one (241) and every
month after up to cap on accrual.

16 Hours per month of service.

Section 2. Continuous Service: For the purpose of accumulating vacation credit, continuous service shall be service unbroken by separation from the City. Time spent by an employee on paid military leave, sick leave resulting from an injury occurred in the course of employment, funeral leave, jury duty, or appearance leave, and authorized educational leave shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as part of continuous service.

Section 3. Accrual: The maximum vacation that may be accumulated by an employee is vacation credit for one (1) year as earned in your tier. For example, an employee with service time between one hundred eighty (180) months and two hundred forty (240) months earns leave at a rate of fourteen (14) hours per month and can accumulate no more than a maximum of one hundred sixty-eight (168) hours of leave time. Additionally, the City's personnel policy requires at least fifty (50) percent of vacation earned shall be used by the employee during the year. The City shall establish the procedure to notify each employee at the time of the first semimonthly salary payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation leave is caused by the City's insistence that the employee be at work during a vacation period already scheduled by them.

Section 4. Vacation Selection: Employees shall be permitted to request vacation time either on a split or an entire basis up to a maximum two (2) week block of time. Employees shall have the right to determine the vacation times, subject to supervisory approval based upon needs of efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity they choose to use at some time during the fiscal year, the full amount of vacation credit which they could accumulate in twelve (12) months of continuous service. Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise their right of seniority only once annually. After the initial use of seniority, conflicting requests for the same vacation time shall be resolved on the basis of "first come first served". Once scheduled vacations of one week or longer will not be canceled by the City except in cases of extreme emergency

Section 5. Death or Termination: In the event of termination of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

ARTICLE 7 – HOURS OF WORK

This section is intended only as a basis for recognizing overtime and shall not be construed as a guarantee of hours per day or per week.

Section 1. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and lunch periods.

Section 2. Work Day: The work day shall consist of either an eight (8) hour day, Nine (9) hour day, or a ten (10) hour day, including rest periods, briefing, and training periods. The work week period is from midnight Sunday to Saturday 11:59 pm

Section 3. Work Week: Work weeks are at the discretion of the City. The following conditions may apply:

Standard work week: The work week shall consist of either five (5) eight (8) hour days, inclusive, or four (4) ten (10) hour days. Generally, the consecutive days worked are Monday through Thursday or Tuesday through Friday. The rotation will be as follows: The first week shall be Monday through Thursdays from 7 am to 5 pm. Three employees designated by the Supervisor/City will have Friday off; the other three (3) employees will work from 7 am to 4 pm. The work week will alternate each week with the three (3) previous employees having the following Friday off and the other three (3) employees working Friday from 7 am to 4 pm. All work weeks shall be at the discretion of the City.

To the extent consistent with the City's operational needs to maintain appropriate skill levels and operating efficiency, employees shall bid the Monday - Thursday and Tuesday - Friday work weeks by seniority.

9/80 Work Week: Employees may also be assigned a 9/80 schedule. This 40-hour work week schedule starts on Friday at 12:01 pm and ends the following Friday at 12:00 am. Employees will be scheduled to work 40 hours per work week as defined by this Agreement. Although it may be perceived employees are working 36/44 in a typical calendar week, the new work week begins on Friday at 12:01 pm. Subsequently, there is no overtime for the "extra 4 hours" on a Friday because a new work week has started. Workweeks may alternate week to week, between week "one" and week "two" as set forth below to equal 40 hours per week.

Week #1:	Monday-Thursday: 9 consecutive hours/day* Friday: 4 consecutive hours not to exceed 12:00 pm (noon)*
Week #2	Friday the same day as above: 4 hours to start after 12:01 pm (afternoon)* Monday-Thursday: 9 consecutive hours/day* The following Friday is off.

*subject to contractual meal and break periods.

Other work week: The City may, with at least ten (10) calendar days' notice, change an employee's work week schedule for operational need or seasonal conditions. The City may also utilize a 40-hour flexible work week schedule as assigned.

Section 4. Work Shift: Each employee shall be scheduled to work in a regular shift, and each employee shall have regular starting and quitting times, except as provided above for flexible or other schedules.

Section 5. Work Schedule: Work schedules showing the employee's workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedule shall be posted ten (10) days prior to the effective date of the change.

Section 6. Rest Periods: A rest period of fifteen (15) minutes for eight-hour employees or twenty (20) minutes for ten-hour employees shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on duty time.

Section 7. Meal Periods: All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift. The meal period shall be sixty (60) minutes, for eight (8) hour employees or twenty (20) minutes for ten (10) hour employees. Travel time shall be included in and charged against the mealtime assigned. Meal periods shall not be paid.

ARTICLE 8 – SICK LEAVE

Section 1. All full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours of each calendar month of service. Sick leave shall accrue from the date of employment but shall not be taken until the 91st day of employment.

Section 2. Employees are eligible for sick leave for the following reasons:

- A. Personal illness or physical disability
- B. Quarantine of an employee by a physician for non-occupational related disability
- C. Illness in the immediate family as permitted by applicable law
- D. Or as otherwise provided by State law

Section 3. Sick leave shall be charged as follows:

- A. Employee working a forty (40) hour work week shall be charged sick leave on the basis hours absent.

Section 4. Abuse of the sick leave privilege may be cause for dismissal. An employee who is unable to report to work because of any of the reasons set forth in Section 2 above will notify their supervisor within four (4) hours from the time expected to report to work.

Section 5. Unused sick leave shall not be compensated for in any way at the time of resignation or dismissal of an employee.

Section 6. The City may, at its option, require a health provider verification for the need for the employee's absence and an estimated duration of the absence, for any illness which cause an employee absence for more than three (3) consecutive work days or prior to allowing the employee to return to work, as permitted by applicable law. Where the City finds the employee is, by reason of his/her illness or injury, unable to perform the services efficiently, or is a risk to the health and welfare of fellow employees, the City shall have the right to require the employee to take further sick leave or leave without pay if sick leave is exhausted.

Section 7. Integration with Workers' Compensation: When an injury occurs in the course of employment, employees may elect to use accumulated paid leave to fill a gap between net wages and disability benefits. The City's obligation to pay under this Article is limited to the difference between any disability payment or time lost payment received under Workers' Compensation Laws and the employee's regular net pay. Employees will use sick leave before other accrued leaves.

Section 8. The City will engage in the interactive process and review reasonable accommodation under the ADA when applicable.

Section 9. Retirement Credit for Accumulated Unused Sick Leave: The City agrees to grant retirement credit for one-half the employee's accumulated unused sick leave at the time of retirement as permitted by the Oregon Administrative Rules adopted pursuant to PERS statutes. (Tier 1 and 2 only).

ARTICLE 9 – OTHER LEAVES OF ABSENCE

Section 1. Funeral Leave:

- A. Employees will be granted up to three (3) days (24 hours) funeral leave with pay upon the death of a member of his or her immediate family if such leave is necessary to attend the funeral or assist in the arrangement for the funeral. Employee's immediate family shall include: spouse, parent, children, brother, sister, mother-in-law, father-in-law, grandparent, grandchildren, step-mother, step-father and any relative residing in the household.
- B. An employee may be granted up to an additional two (2) days (16 hours) of funeral leave if required for out-of-state travel to attend the funeral of a member of the immediate family. Such days will be charged against the employee's sick leave or, at the option of the employee, be regarded as leave without pay. Any additional leave may be granted with the department head's approval and will be charged against the employee's sick leave or, at the option of the employee, be regarded as leave without pay. In the event there is no remaining sick leave available, the City shall, at the request of the employee, grant funeral leave without pay in said circumstances.
- C. Benefits provided under this section are concurrent with any bereavement leave provided under OFLA.

Section 2. Leave Without Pay: Upon written application stating reasons for such request, an employee may be granted a leave of absence without pay up to one hundred eighty (180) calendar days if the City finds there is reasonable justification to grant such leave and the leave does not create an undue burden on the City. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as resignation.

Section 3. Jury Duty: Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid such an employee for the period of absence shall be reduced by the amount of money received by him for such jury duty, and upon being excused from jury service for any day an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his or her regular workday.

Section 4. Appearance: Leave with pay shall be granted, including the time required for travel to court and return to the employee's headquarters, for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his attendance under penalty described by law, provided, for matters arising out of his/her official assigned duties with the City, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he receives as witness fees.

Section 5. Required Court Appearance: An employee may use accrued leave or be granted an unpaid leave of absence at the employee's discretion for attendance in court in connection with the employee's personal business.

Section 6. Return from Leave: Any employee who is granted a leave of absence and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee has furnished evidence that he is unable to work for reason of sickness, physical disability, or other legitimate reason beyond his control and seeks an extension for such reason. Such a request for extension shall be made in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified and that the extension may be granted without creating an undue burden on the operation of the department.

ARTICLE 10 – EDUCATION AND TRAINING

Section 1. Employees will be granted time off with pay for educational purposes to attend conferences, seminars, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when approved in writing by the Department Head.

Section 2. It is the intent of the City to encourage participation by employees in course work at institutions of higher education and various correspondence training programs. Upon application

from an employee for tuition or fee assistance, and if the City determines that the proposed training or course work will benefit the performance of the employee's duties and responsibilities, the City may provide up to 100% of the tuition or fees. Such expenses may be reimbursed to the employee following completion of the course work in manner deemed by the City to be satisfactory. An employee who receives reimbursement of tuition fees shall agree to remain in the City service following completion of course work one working day for each one dollar of educational expense reimbursed by the City. An employee who willfully fails to meet the stated requirements, or who is discharged, shall repay the City on a prorated basis any expenses which have been reimbursed by the City.

ARTICLE 11 – COMPENSATION

Section 1. Salary Schedule: Employees shall be compensated in accordance with the salary schedule attached to this Agreement, which is hereby incorporated into and made a part of this Agreement. If any position within the scope of the bargaining unit is not listed in the salary schedule and is hereafter established by the City, the City shall designate a job classification and pay rate for the position. The City shall notify the Union of the position and pay rate established by the City. If the Union wishes to negotiate over the rate for the new position, it shall so notify the City within fourteen (14) days of receipt of the City's notification.

Effective July 1, 2022, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2020 to December 2021, with a minimum two percent (2%) and maximum of four percent (4%). The CPI-U West Region for that period is already known to be 7.1%, therefore the July 1, 2021, wage rate increase will be the 4% maximum.

Effective July 1, 2023, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2021 to December 2022, with a minimum two percent (2%) and maximum of four percent (4%).

Effective July 1, 2024, the wage rate shall be increased by an amount equal to the increase in the CPI-U West Region, annual index as measured from December 2022 to December 2023, with a minimum two percent (2%) and maximum of four percent (4%).

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Steps are 5% apart.

Section 2. Pay Periods: Pay periods shall be on a monthly basis and paychecks shall be issued on the last working day of the month.

Section 3. Overtime: The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal services and of public interest, but the City will not be arbitrary and capricious in making its decision. Employees shall be paid at the rate of one and one-half times their regular rate for

overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours.

- A. All assigned work in excess of eight (8) hours on any scheduled eight (8) hour workday or in excess of ten (10) hours on any schedule ten (10) hour work day (authorized meal time shall not be counted).
- B. All assigned work in excess of forty (40) hours in any one week.
- C. Paid leaves such as vacation, sick, compensatory and holiday, count as hours worked.

Section 4. Call-Back Time: Employees called back to work shall receive overtime pay for the work for which they were called back and if called back shall be credited with not less than two (2) hours at the rate of time and one-half in any event. This section applies only when call-back results in hours worked which are not annexed consecutively to the one end of the other of the work shift or workday. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day. If at the end of his shift the employee has departed the City's premises before being called back, the same shall not be considered a holdover, but shall be compensated as call-back under this section.

Section 5. Form of Compensation: Compensation for authorized overtime, call-back, and overtime holiday work shall, at the option of the employee and with the approval of the department head be (A) Compensatory time off or (B) Monetary reimbursement. All overtime shall be recorded by the employee and must have the approval by the department head or designated supervisor. Compensatory time off may be accumulated to a maximum of sixty (60) hours. The City shall have the option to pay or require the employee to take time off for hours in excess of sixty (60).

Section 6. Mileage: An employee required to report for special duty at any location other than his permanent reporting location and is required to use their personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for the use of such automobile directly in the line of duty.

Section 7. Merit Pay Increases: The performance of each employee shall be subject to an evaluation by the City no later than June 1 of each fiscal year. An employee who receives an outstanding or above-average performance evaluation shall be the recipient of a merit increase consistent with their classification and the wage scale contained in Exhibit A, attached hereto. The City shall have the prerogative to discontinue any or all such merit increases if, in the City's judgment, circumstances warrant such action.

Section 8. Bilingual Pay: An employee who possesses proficiency in the Spanish language shall be entitled to 3% per month in addition to the employee's base wage rate. The incentive is not included in base salary. The City will determine qualifications for eligibility and the individuals(s) designated.

Section 9. Apparel Allowance: Eligible employees will receive a work apparel allowance of \$400.00 per year. Boots shall be in compliance with the requirements specified by OSHA.

Section 10. Job related certifications. Employees are required to obtain, have, and maintain certifications as required for their position. Compensation for minimum job requirements (CDL with Tanker and Air Brakes, minimum certification per position) are included in base salary for each position. Employees who obtain and maintain certifications above and beyond their job description are eligible for an additional incentive pay of one percent (1.0%) base monthly wage for each certification, up to a maximum of four (4) individual certificates (maximum 4.0% incentive).

Approved State of Oregon certifications include Water Treatment levels 1-4, Wastewater Treatment levels 1-4, Wastewater Collection levels 1-4, Water Distribution levels 1-4, Cross Connection Specialist, Spray Applicator Certification, and Certified Playground Safety Inspector. Certifications may be added as part of a new job position approved by both the City and the Union (i.e. Parks Worker 3, Parks Worker Lead, or other new position within utilities or treatment). When the Oregon Health Authority Drinking Water Program designates filtration endorsement as a requirement for Water Operators, the filtration endorsement shall become part of the minimum requirements for the position.

Compensation for additional certification beyond job description will be cumulative. For example, a Utility Worker 2 is required to have a Water Distribution 1 and Wastewater Collection 1. If an employee in a Utility Worker 2 position has a Water Distribution 2, Wastewater Collection 3, and Cross Connection Specialist certifications, then they would receive 1.0% for the Water Distribution 2, 1.0% for the Wastewater Collection 2, 1.0% for the Wastewater Collection 3, and 1.0% for the Cross Connection Specialist for a total of 4.0% compensation for the additional certifications beyond the job requirement.

Section 11. No provision of this Agreement prevents the City from giving new hire employees credit for prior work and/or education qualifications and placing the hired employee on the appropriate wage step, upon the approval of the Public Works Director and the City Manager.

Section 12. Longevity. Employees with the following years of continuous service will receive a longevity incentive percentage of base monthly salary subject to having received a satisfactory yearly evaluation for the prior evaluation year. In the event an employee does not receive a satisfactory yearly evaluation each year, the monthly incentive will discontinue. Upon obtaining a satisfactory yearly evaluation, the monthly incentive will recommence, without retroactivity.

- 10 years (120 months), 1% base monthly wage, not cumulative to other tiers.
- 15 years (180 months), 2% base monthly wage, not cumulative to other tiers.
- 20 years (240 months), 3% base monthly wage, not cumulative to other tiers.
- 25 years (300 months), 4% base monthly wage, not cumulative to other tiers.

(for example: at 20 years, employee only receives a 3% incentive and the incentive is not included in base salary.)

Section 13. Direct Responsible in Charge (DRC) Assignment Incentive. For the classification of Utility Worker Lead, Wastewater Operator Lead, and Water Operator Lead, employees assigned in writing by the Public Works Director to serve as DRC will receive an additional 3% base hourly

pay for hours assigned. Employees assigned as DRC are only eligible if fully qualified as required by State requirements.

Section 14. An employee working Out of Class shall receive written notification from the City of the assignment of temporary work and anticipated duration of work. Assignment shall be a minimum duration of one week. The employee shall receive an additional 5% of the base salary only when working Out of Class. A Personnel Action Form shall be completed by the City and include the beginning and ending dates of the temporary work assignment. Temporary work assignments include coverage of another employee's duties for vacation, sick, or other forms of approved leave, resignation, or other forms of discharge. This provision shall not be used as a subterfuge to circumvent the availability of permanent assignments.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 1. No regular employee may be disciplined or discharged except for just cause. Except as outlined in Section 2 below, discipline shall be progressive in nature. This section shall not be construed to prohibit or abridge the City's right to oral warning. Any written warning notice shall specify the misconduct from which the written warning was given, and if applicable, shall also specify any specific departmental rule, regulations or policies violated. Oral warning or oral reprimands reduced to writing, counseling, and work improvement plans are not considered discipline and are not subject to grievance. They may be used for purposes of notice and progressive action towards discipline.

Section 2. Disciplinary action may be imposed without warning notice when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent. Immediate action will be considered reasonable in matters exemplified by, but not limited to, possession or under the influence of intoxicants or drugs, fighting, dishonest, or gross insubordination. In such cases where immediate disciplinary action may be appropriate, the employee may be placed on paid administrative leave while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. The City will not take an unreasonable length of time to investigate and make a determination in the matter pending before it. Prior to imposition of an economic sanction, the employee and Union will be provided written notice of an opportunity for a rebuttal meeting, including notice of right to Union representation. The employer will take into consideration factors of the rebuttal meeting prior to imposing discipline for such cases. If the employee is cleared of the charges by the City, the affected employee will be reinstated immediately without loss of pay or other benefits, and any reference to such investigation shall be removed from the employee's personnel file.

Section 3. The City, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 4. A probationary employee, as defined in Article 14, Probationary Period, Section I. New Employees, may be discharged with or without cause and such discharge is not subject to grievance.

Section 5. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the City. Both the Union and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty. Letters of written warning shall be removed after twelve (12) months. However, the City shall maintain the written warning in a sealed file and shall be able to use only if requested by court order or to defend itself from a liability action. Letters so retained may not be used by either party in subsequent disciplinary proceedings, except for impeachment if applicable.

Section 6. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure, Article 13, Settlement of Disputes.

ARTICLE 13 – SETTLEMENT OF DISPUTES

Section 1. The City and the Union agree that any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the following manner:

Step 1: The affected employee(s) and/or the Union shall informally discuss the matter which is in dispute with the employee's supervisor or his/her designee in an attempt to resolve the matter.

Step 2: If the matter has not been settled in Step 1, it shall be reduced to writing by the Union and presented to the appropriate department head or his/her designee no more than ten (10) calendar days following the event which led to the filing of the grievance or ten (10) calendar days following the day the employee became aware or should have become aware of said event. The written grievance shall include details of the grievance, the section(s) of the Agreement allegedly violated or misinterpreted and the specific remedy requested. The Department Head shall respond to the Union in writing within seven (7) calendar days after receipt thereof.

Step 3: If the matter has not been settled in Step 2, it may be appealed to the City Manager or his/her designee for their consideration within seven (7) calendar days of the receipt of the Department Head's decision in Step 2. The City Manager shall render a written decision within fourteen (14) calendar days of his/her receipt of the appeal.

Step 4: Mediation: In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Union or the City, may request mediation. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the Employment Relations Board (ERB) or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of sixty (60) days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the sixty (60) days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next thirty (30) days or the

grievance ends. The parties may mutually agree to extend the sixty (60) days, but such must occur before the expiration of the initial sixty (60) days.

Step 5: If the grievance is not settled at Step 4, the matter may move to arbitration as under Step 4, or if the moving party seeks arbitration after Step 3, the Union may within ten (10) calendar days of the decision of the City Manager or his/her designee(s) under Step 3, have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the ERB shall be requested to submit a list of Oregon arbitrators. If no arbitrators are available in the State of Oregon, the parties shall agree to an outside list of arbitrators. The parties shall then be bound by their ERB rules and procedures, except as modified herein. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the Agreement and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne equally between the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 2. The parties to this Agreement shall be bound by the time limits contained in this Article, Section 1, above. If either party fails to comply with or follow the time limits, the following shall result:

- A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.
- C. In the event communication regarding a grievance is carried by mail, time limits shall be satisfied so long as the mailing of the grievance and/or response of the responsible party was postmarked within the time limits specified above.
- D. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

Time limits may be extended by mutual agreement of the City and the Union, but not by a third party.

Section 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 14 – PROBATIONARY PERIOD

Section 1. New Employees: Every new service employee hired into the Bargaining Unit shall serve a probationary period of six (6) full months (180 days from date of hire), after which the employee will be considered a regular employee and be granted seniority from the last date of hire.

Section 2. The employee recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation and is not subject to the grievance process.

ARTICLE 15 – GENERAL PROVISIONS

Section 1. Use of Building: The City shall permit the continued use of the City building, providing there is no interference with normal activities. Advance notice for scheduling purposes shall be given to the City. The City agrees to provide the continued use of existing bulletin boards.

Section 2. Information: Information which is a matter of public record shall be made available to the Union upon request. For information requests, such as for processing a grievance, the City may apply costs for copies or administrative time over 25 copies using the same costs for public records requests. This may be waived on a case-by-case basis upon mutual agreement.

Section 3. Posting of Work Rules: The City agrees to post, in a conspicuous location, a copy of all written work rules. Any new work rules will be posted fourteen (14) calendar days prior to their effective date.

Section 4. Job Description: Existing job descriptions shall be made available upon request to the Union and/or employees. Job descriptions shall be maintained by the City to reflect changes in job responsibility.

Section 5. Safety: The City is committed to the concept of adequate level of service and safety. The City shall comply with all such applicable safety regulations. Uniforms, footwear and other protective clothing or safety wear required for an employee by law or by the City shall be provided by the City. Coveralls shall be provided by the City to be replaced not more than annually. Employees thus provided shall be required to wear uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing or safety wear provided by the City except on the job.

Section 6. Collective Bargaining: The time for collective bargaining activities shall be mutually agreed upon by the City and the Union. When mutually agreed upon, collective bargaining activities occur during the regularly scheduled working hours of members of the Union Bargaining Team, they shall be allowed time off with pay for that purpose. The City shall be notified by the Union of the names of designated representatives. There shall not be more than two (2) representatives of the Union.

Section 7. Other Employment: Outside employment shall be permitted only with the express prior approval of the City, provided the City is not arbitrary, capricious, or discriminatory in its decision.

ARTICLE 16 - INSURANCE

Section 1. Health, Dental and Vision Insurance.

The City shall provide bargaining unit employees and eligible dependents with Oregon Teamsters Employers Trust (OTET) medical plan FW, dental plan D6, Vision plan V4, and TL (unless otherwise mutually agreed by the terms of this Article). Employees with forty (40) or more compensable hours in a month shall be eligible for Employer paid health care benefits under this Article. For the purpose of health, dental and vision insurance NEW HIRE EMPLOYEES will become eligible for city paid coverage the first billing cycle after they have been compensated for forty (40) hours or more in a month.

The City shall contribute 100% towards monthly health, vision, and dental premiums for full time employees for OTET FW plan.

If OTET Plan FW increases by more than 10% over the prior year, the Employer's cost-share for premiums will be 95% and Employee's share will be 5% effective the month following a rate increase. Any payments by employees will be through pretax payroll deductions.

FW Benefits Plan.

- A. HRA/VEBA Program: Annually at the beginning of the plan year, Employer will contribute \$600.00 to each employee.
- B. Medical Expense Reimbursement Plan: Employer will contribute to each employee the following to a MERP plan. The following is a detail of the MERP benefits and process for employees to be reimbursed for covered expenses:
 - i. Each employee that is eligible for and enrolls in medical insurance coverage shall be reimbursed for expenses incurred and applied to the health plan coinsurance after the deductible has been met for the calendar year. The maximum amount of the reimbursement shall not exceed \$300.00.
 - ii. To receive a reimbursement a member must first incur the expense and then submit the proof of expense to the plan administrator. Once the administrator receives proper documentation, the administrator shall pay the reimbursement directly to the member from The City of Independence Account. Proper documentation will be an explanation of benefits from the insurance carrier that shows an amount incurred by the employee towards the deductible.

The City has no obligation to bargain the mandatory impacts of modifications made to the plans specified in this Agreement made solely by Oregon Teamsters Employers Trust.

Section 2. Life Insurance: The City shall maintain the existing life insurance program.

Section 3. Liability Insurance: The City shall continue to cover employees during the contract year with no less liability insurance than is currently in effect.

Section 4. Long-Term Disability Insurance: The City will provide, at no cost to the employee, a long-term disability insurance plan which has a ninety (90) day elimination period, and will provide two-thirds of the employee's regular salary for up to two (2) years, if the employee cannot perform assigned work and up to age sixty-five (65) if the employee cannot perform any employment for which he or she is suitable, considering his or her age, education, and background. This program of LTD insurance shall continue for the life of the contract, unless coverage becomes unavailable from the standard insurance company.

Section 5. Federal/State Mandate: In the event either the Federal or State government should mandate an insurance plan which is more costly to any of the parties than that specified in this Article, either party may open the Agreement on Insurance and Wages.

ARTICLE 17 – RETIREMENT

Section 1. During the life of this Agreement, the City shall enroll eligible employees in the Oregon Public Employees Retirement System coverage under the State of Oregon Public Employees Retirement System, subject to the provisions of Article 19, Saving Clause. The City shall "pick up" the employee's contribution pursuant to the Administrative Rules adopted pursuant to PERS statutes.

ARTICLE 18 - SENIORITY

Section 1. Seniority shall be the employee's length of continuous service with the Bargaining Unit dating from his last date of hire.

Section 2. Seniority shall be broken or terminated if an employee (1) quits, (2) is discharged for just cause, (3) is laid off and fails to respond to written notice within three (3) days after being recalled or fails to return to work within fourteen (14) calendar days, (4) is laid off from work for any reason for twenty-four (24) months or a period of time equal to his seniority, whichever is shorter, (5) fails to report to work at the termination of a leave of absence, (6) while on leave of absence accepts employment without permission, or (7) is retired.

Section 3. Seniority shall apply by classification in the matter of layoff, recall, vacation, and days off. In the event of a layoff, employees will be laid off in the inverse order of their seniority by classification provided the employee(s) to be retained possess(es) the competency and qualifications necessary to perform the required work.

In a recall mode, the recall will be based on seniority of those persons laid off. Persons reclassified during the layoff will be replaced back in their former positions in order of seniority.

ARTICLE 19 – SAVING CLAUSE

Section 1. Should any portion of this contract be contrary to the law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the

parties agree to negotiate a replacement for the invalidated portion thereof. Negotiations will be pursuant to ORS 243.698.

ARTICLE 20 – DURATION OF AGREEMENT

Section 1. This Agreement shall be effective upon execution and except as amended or modified by the parties, shall continue in full force and effect until June 30, 2025.

It shall remain in full force and effect from year to year thereafter, unless the City or the Union, or both, shall serve written notice on the other party no later than one hundred twenty (120) days prior to the Agreement expiration, of its desire to bargain a successor Agreement.

EXECUTED October 28, 2022 at Independence by the undersigned officers of the City of Independence and General Teamsters Local Union No. 324.


FOR THE CITY:



Name Date

Kenna West, City Manager
City of Independence

FOR THE UNION:



Name Date

Chris R. Muhs, Secretary/Treasurer
Teamsters #324

CITY OF INDEPENDENCE
FYE 2022-2023

WITH 4% COLA

Area/Position	Monthly Salary					Annual Salary					Hourly Rate				
	Step 1 Entry	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 1 Entry	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 1 Entry	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years
Parks															
Parks Worker 1	\$ 3,409.41	\$ 3,579.88	\$ 3,758.88	\$ 3,946.82	\$ 4,144.16	\$ 40,912.93	\$ 42,958.58	\$ 45,106.51	\$ 47,361.84	\$ 49,729.93	\$ 19.67	\$ 20.65	\$ 21.69	\$ 22.77	\$ 23.91
Parks Worker 2	\$ 3,819.94	\$ 4,010.94	\$ 4,211.48	\$ 4,422.06	\$ 4,643.16	\$ 45,839.29	\$ 48,131.25	\$ 50,537.82	\$ 53,064.71	\$ 55,717.94	\$ 22.04	\$ 23.14	\$ 24.30	\$ 25.51	\$ 26.79
Utility															
Utility Worker 1	\$ 3,409.41	\$ 3,579.88	\$ 3,758.88	\$ 3,946.82	\$ 4,144.16	\$ 40,912.93	\$ 42,958.58	\$ 45,106.51	\$ 47,361.84	\$ 49,729.93	\$ 19.67	\$ 20.65	\$ 21.69	\$ 22.77	\$ 23.91
Utility Worker 2	\$ 3,819.94	\$ 4,010.94	\$ 4,211.48	\$ 4,422.06	\$ 4,643.16	\$ 45,839.29	\$ 48,131.25	\$ 50,537.82	\$ 53,064.71	\$ 55,717.94	\$ 22.04	\$ 23.14	\$ 24.30	\$ 25.51	\$ 26.79
Utility Worker 3	\$ 4,392.77	\$ 4,612.41	\$ 4,843.03	\$ 5,085.18	\$ 5,339.44	\$ 52,713.77	\$ 55,348.94	\$ 58,116.38	\$ 61,022.20	\$ 64,073.31	\$ 25.34	\$ 26.61	\$ 27.94	\$ 29.34	\$ 30.80
Utility Worker Lead	\$ 5,055.77	\$ 5,308.56	\$ 5,573.99	\$ 5,852.69	\$ 6,145.32	\$ 60,669.27	\$ 63,702.74	\$ 66,887.87	\$ 70,232.27	\$ 73,743.88	\$ 29.17	\$ 30.63	\$ 32.16	\$ 33.77	\$ 35.45
Treatment															
Wastewater Operator 1	\$ 3,409.41	\$ 3,579.88	\$ 3,758.88	\$ 3,946.82	\$ 4,144.16	\$ 40,912.93	\$ 42,958.58	\$ 45,106.51	\$ 47,361.84	\$ 49,729.93	\$ 19.67	\$ 20.65	\$ 21.69	\$ 22.77	\$ 23.91
Wastewater Operator 2	\$ 3,819.94	\$ 4,010.94	\$ 4,211.48	\$ 4,422.06	\$ 4,643.16	\$ 45,839.29	\$ 48,131.25	\$ 50,537.82	\$ 53,064.71	\$ 55,717.94	\$ 22.04	\$ 23.14	\$ 24.30	\$ 25.51	\$ 26.79
Wastewater Operator Lead	\$ 5,055.77	\$ 5,308.56	\$ 5,573.99	\$ 5,852.69	\$ 6,145.32	\$ 60,669.27	\$ 63,702.74	\$ 66,887.87	\$ 70,232.27	\$ 73,743.88	\$ 29.17	\$ 30.63	\$ 32.16	\$ 33.77	\$ 35.45
Water Operator 1	\$ 3,409.41	\$ 3,579.88	\$ 3,758.88	\$ 3,946.82	\$ 4,144.16	\$ 40,912.93	\$ 42,958.58	\$ 45,106.51	\$ 47,361.84	\$ 49,729.93	\$ 19.67	\$ 20.65	\$ 21.69	\$ 22.77	\$ 23.91
Water Operator 2	\$ 3,819.94	\$ 4,010.94	\$ 4,211.48	\$ 4,422.06	\$ 4,643.16	\$ 45,839.29	\$ 48,131.25	\$ 50,537.82	\$ 53,064.71	\$ 55,717.94	\$ 22.04	\$ 23.14	\$ 24.30	\$ 25.51	\$ 26.79
Water Operator Lead	\$ 5,055.77	\$ 5,308.56	\$ 5,573.99	\$ 5,852.69	\$ 6,145.32	\$ 60,669.27	\$ 63,702.74	\$ 66,887.87	\$ 70,232.27	\$ 73,743.88	\$ 29.17	\$ 30.63	\$ 32.16	\$ 33.77	\$ 35.45