

LABOR AGREEMENT

between

TEAMSTERS LOCAL UNION NO. 223

AND

CITY OF MOLALLA, OREGON

*JULY 1, 2022, TO JUNE 30TH, 2025*

CITY OF MOLALLA, OREGON AND TEAMSTERS' LOCAL UNION No.  
223 COLLECTIVE BARGAINING AGREEMENT  
**July 1, 2022 through June 30, 2025**

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## **PREAMBLE**

This agreement between the City of Molalla, Oregon (hereinafter referred to as the ("City")) and Teamsters Local 223, (hereinafter referred to as the "Union"), sets forth the entire agreement between the parties on matters relating to employment relations and the promotion of harmonious relations, and establishes a procedure for the resolution of differences.

## **ARTICLE 1-RECOGNITION**

1.1 The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment in the classifications of Utility Maintenance I, Utility Maintenance II, Utility Maintenance III, Utility Maintenance Lead, Water Plant Operator Lead, Water Plant Operator II, Water Plant Operator I, Wastewater Plant Operator Lead, Wastewater Plant Operator II, Wastewater Operator I, except as excluded below.

Excluded from the bargaining unit are all supervisory employees, confidential employees, seasonal employees, and temporary employees (employed for specific projects or for periods of time which will not exceed six months).

1.2 In the event a new classification and rate of pay are created by the City and if said new classification should properly be included in the bargaining unit, the City shall notify the Union in writing within fifteen (15) calendar days after the new classification has been filled. If the Union desires to negotiate a change in the wage rate assigned the new classification, it shall so notify the City in writing within fifteen (15) calendar days of its receipt of notification by the City. This agreement would then be opened for the sole purpose of negotiating the wage rate for the aforementioned new classification.

## **ARTICLE 2- MANAGEMENT RIGHTS**

2.1 The Union recognizes that the City retains all the 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 this agreement, and the City retains all prerogatives, functions, and rights not specifically limited by the terms of this agreement including but not limited to:

- a. To determine the specific programs and services offered by the City and the methods, means, equipment and facilities by which they shall be effectuated.
- b. To determine the size, nature, and qualifications of the work force, to schedule employees, to assign duties and equipment, and to direct and evaluate employees, to assign duties and equipment, and to direct and evaluate the employees in the performance of their work assignments.
- c. To develop work rules and operating procedures not inconsistent with this agreement.

- d. To promote, transfer, layoff and to discipline, demote and discharge employees for just cause.
- e. The Union is aware that due to the relatively small size of the City's work force and the limited amount of machinery and equipment possessed by the City, the City has historically subcontracted out some of its construction and maintenance work. The City and the Union agree that work of the general nature of that which has been subcontracted out in the past and any other work the subcontracting of which does not cause bargaining unit members to be laid off or to suffer a reduction in their regular hours of work, may be subcontracted out in the future with no obligation on the part of the City to bargain either the decision or the effect of such decision to subcontract  
Further, the Union recognizes that the City has the right to subcontract out work of a nature other than that historically subcontracted out, without obligation to first bargain the decision to subcontract out such work. However, in such event the City will have an obligation to bargain the effect of such a decision if served by the Union with a written request to do no later than fifteen (15) calendar days following implementation of the decision.
- f. and any remaining rights provided for under ORS 243.650(7)(g).

2.2 Nothing in this Agreement shall be interpreted in such a manner as to prevent the City from making such reasonable accommodations as may be necessary to comply with applicable federal or state legislation or administrative rules (examples: ADA, Title VII, etc.)

### **ARTICLE 3-EMPLOYEE AND UNION RIGHTS**

- 3.1 Employees shall have the right to join and participate in the activities of the Union for the purpose of representation on matters pertaining to wages, hours, and other conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of the Union.  
No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Union or its members because of the exercise of these rights.
- 3.2 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin, age, union affiliation or political affiliation.
- 3.3 All references to employees in this agreement designate both sexes and wherever reference to gender is made, it shall be construed to include 'male and female employees.
- 3.4 Union representatives shall not be denied reasonable access by the City to information necessary to enable the Union to carry out its responsibility to appropriately represent its members in matters of employment relations.

- 3.5 Employees' work performance shall not be interfered with due to union business or union activity. However, the Employer will allow designated Union representatives reasonable time to engage in the following Union activities during work hours without loss of compensation or benefits:
- a. Investigate and process grievances and other work-place-related complaints.
  - b. Attend investigatory meetings, hearing, and other due process proceedings involving Union employees.
  - c. Participate in or prepare for proceedings under PECBA that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative Hearings, and other proceedings before the Employment Relations Board.
  - d. Act as a representative of the exclusive representative for employees within the bargaining unit for the purposes of collective bargaining.
  - e. Attend labor -management meetings held by a committee composed of employers, employees, and representatives of the labor organization to discuss employment relations matters.
  - f. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings for new employees.
  - g. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
  - h. Perform any other duties agreed upon by a public employer and an exclusive representative in a collective bargaining agreement or any other agreement.
  - i.

#### ARTICLE 4-PEACEFUL PERFORMANCE OF CITY SERVICES

- 4.1 During the term of this agreement, there will be no strike, slowdown, or recognition of any picket line during an employee's work period. This means an employee's refusal, in concerted action with others, to report for duty, or willful absence from his position or his stoppage of work or his abstinence in whole or in part from the full, faithful or proper performance of his duties of employment, for the purpose of inducing or coercing the City to change conditions, compensation, rights, privileges, or obligations of employment.
- 4.2 In the event of a violation of the above provision of this agreement by the Union or employees in the bargaining unit the City may discipline for such cause, including discharge of any employee involved in such activity, either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.
- 4.3 During the term of this agreement, there will be no lock-out of employees in the bargaining unit by the City as a consequence of any dispute.

## **ARTICLE 5-UNION SECURITY**

- 5.1 Employer agrees to honor and abide by the terms of any authorization agreement between the Union and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Union and its affiliated organizations and entities. The Union shall certify to the Employer in writing the category and amount of money for each category to be deducted from the bargaining unit member's paycheck.
- 5.2 The Union will provide authorization forms for the Employer or Shop Steward to distribute to employees upon employee's request. The Union will have opportunity during the new employee orientation meeting to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization form and directs those questions to a supervisor, manager, or other agent of the Employer, the Employer shall indicate to the bargaining unit member that the authorization reflects an individual agreement between that member and the Union and will direct that member to the Union to have those questions addressed.
- 5.3 Deductions shall begin the first full pay period following receipt of the authorization form list from the Union. In the event an authorization form is submitted by an employee, the Employer shall keep any authorization form in the employee's personnel file. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.
- 5.4 The Union agrees to defend, indemnify, and hold harmless the Employer against any claims made against or any suit instituted against the Employer in exercise of the sections of this article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the Employer.  
All monies deducted pursuant to employees' authorization and the Union's list will be forwarded to the Union with an itemized statement within ten (10) working days.
- 5.5 The City will notify the Union of all new hires in the bargaining unit furnishing the Union with the new, employee's name, social security number, mailing address, cellular and home phone numbers, email address, position for which they were hired, and hire date.  
The Employer shall provide the information within ten (ten) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

## **ARTICLE 6- BULLETIN BOARD**

- 6.1 The City agrees to furnish and maintain a suitable bulletin board at the City Shops to be used exclusively by the Union. The Union agrees to limit its posting of notices and bulletins to such bulletin board. The bulletin board shall be kept in a neat, orderly, and current condition at all times by the Union.

## ARTICLE 7-HOURS OF WORK

- 7.1 Work Week: The regular work week shall consist of a seven (7) day period during, which employees shall normally work either five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or a 9/80 schedule, at the discretion of the City.
- 7.2 Work Day: The regular workday including rest and training periods excluding lunch periods, shall normally consist of eight (8) consecutive hours of work or, at the City's option, ten (10) consecutive hours of work, or schedule consistent with section 7.1 above.
- 7.3 Work Schedule: Works schedules showing the employee's workdays and hours shall be posted on the department bulletin board. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) calendar days prior to the effective date of the change.  
Any shift change that results in an employee being required to return to work at a time earlier or later than he would on his/her normal schedule, shall make that employee eligible for overtime for all hours worked outside his regular shift, if that employee was not notified of such shift change at least three (3) days prior to the change of shift. This would not apply, if such change was mutually agreed upon.  
When making a shift change, the City shall arrange work schedules so the employee shall not work shifts more than eighty (80) hours in a fourteen (14) day period following the shift change except when an emergency requires overtime.
- 7.4 Rest Period: A rest period of fifteen (15) minutes 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.
- 7.5 Meal Periods: All employees shall be granted an unpaid 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, or as near thereto as possible. The meal period shall be thirty (30) minutes.

## ARTICLE 8-OVERTIME

- 8.1 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 service and of public interest. Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:
- a. All hours worked in excess of eight (8) hours per day for employees on a five-day per week, eight hour per day schedule or ten (10) hours per day for employees on a four-day per week ten hour per day schedule.
  - b. All hours worked in excess of forty (40) hours in anyone (1) week.
  - c. Any actual hours worked over 6 hours plus the number of hours in the employee's regular shift in a single 24-hour period will be compensated at double time. For example, if an employee is on a 4/10 schedule outlined in section 8.1, then double time would be possible for this employee after the 16<sup>th</sup> hour of actual hours worked during a given 24-hour day.

- 8.2 Hours worked for the purpose of computing overtime hours for employees shall include all hours worked as that term is used in the Fair Labor Standards Act, meaning that paid leaves do not count as hours worked for overtime calculation.
- 8.3 An employee may opt for either cash or compensatory time to the maximum provided below. If an employee is paid in cash for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment or death of the employee, then the unused compensatory time will be paid to the employee or heirs, whichever the case may be, at the higher of (a) the average regular rate earned by the employee during the last three years of employment, or (b) the final regular rate earned by the employee. There shall be a maximum accumulation of one-hundred (100) hours of compensatory time at any one time for each employee. Compensation banks shall be paid out entirely on June 30 of each year. Compensatory time shall be used prior to vacation accruals.
- 8.4 Call Back. Employees called back to work shall be compensated at two times the employee's regular hourly rate for a minimum of two (2) hours. A Call back occurs when an employee is required to physically return to a city facility. Call backs do not occur when the call occurs thirty (30) minutes of the beginning or ending of an employee's shift.
- 8.5 Weekend Duty. Employees assigned to be on weekend duty in excess of their regular forty (40) hour schedule shall receive four (4) hours pay at the rate of time and one half for each day of weekend duty.
- 8.5.1 Weekend duty includes availability for call back, required weekend park and treatment plant rounds (as applicable and including irrigation), fielding duty phone calls that do not require an in-person response, and remote response to SCADA alarms.
- 8.5.2 All time spent on weekend park or treatment plant rounds (as applicable) in excess of three (3) hours shall be paid in addition to weekend duty pay, at the overtime rate of time and one half.
- 8.5.3 Employees assigned Weekend Duty are eligible for Call Back Pay if they are called back to complete work not included in duty rounds. For example if an employee assigned Weekend Duty is called back for an emergency response after leaving a city facility, that employee would be eligible for Call Back Pay.
- 8.6 Weekday Standby Time. Employees who are required to be available for Call Back to work during the weekdays, either by assignment to remain at home or by requirement to respond to pages and/or cellular telephone calls, shall be compensated at the rate of two (2) hours at the overtime rate for each day of standby. Standby Time shall be in addition to Call Back hours outlined in Article 8.4.
- 8.7 Compensation during Holidays. Employees who are required to be on Standby Time during a Holiday will be compensated at a not-to-exceed total rate of double time and one half for each hour of Standby Time. Employees who are required to be on Call Back during a Holiday will be compensated at a not-to-exceed total rate of double time and one half for each hour of Call Back.



## ARTICLE 9-HOLIDAYS

- 9.1 Holidays: Work performed on designated paid holidays shall be considered as overtime work and shall be compensated on the basis of time and one-half for the hours worked in addition to regular holiday pay.

Compensated Holidays (equivalent to the schedule shift):

New Year's Day;  
Martin Luther King's Birthday;  
President's Day;  
Memorial Day (last Monday in May);  
Independence Day;  
Labor Day (1st Monday in September);  
Veteran's Day (November 11th);  
Thanksgiving Day (4th Thursday in November);  
Day after Thanksgiving;  
Christmas Day; and ½ day for Christmas eve.

Floating Holiday (to be used at any time during the calendar year with approval by the City or without prior approval in cases of personal emergency); forfeited if not used in the year.

If any of such holidays fall on Saturday, the preceding Friday shall be observed. A holiday falling on Sunday shall be observed on the following Monday.

- 9.2 Compensatory Hours: Whenever a paid holiday is listed in Section 9.1, above, falls during an employee's vacation, the employee's vacation bank shall not be charged for that day.
- 9.3 Schedule Day Off on Holiday Observance: Whenever a paid holiday is listed in Section 9.1, above, falls during a scheduled day off, the employee will have the holiday recognized on the next working day of the employee's regular schedule.

## ARTICLE 10-VACATIONS

- 10.1 After having worked for six (6) consecutive months, an employee shall be credited with forty-eight (48) hours of vacation leave. Thereafter, vacation leave shall accrue at the following rate:

<u>Years of Continuous Service</u>	<u>Vacation Accrual</u>
Completion of 6 mo. through completion of 5 <sup>th</sup> year	8 hours per month
Beginning 6 <sup>th</sup> year through completion of 10 <sup>th</sup> year	10 hours per month
Beginning of 11 <sup>th</sup> year through completion of 15 <sup>th</sup> year	12 hours per month
Beginning of 16 <sup>th</sup> year through 20 <sup>th</sup> year	14 hours per month
Beginning of 21 <sup>st</sup> year through 25 <sup>th</sup> year	16 hours per month
More than 26 years	17 hours per month

Maximum Vacation Leave Accrual: Employees shall not carry over vacation leave in excess of three hundred sixty (360) hours into any calendar year. Employees are responsible for maintaining their vacation banks. Payroll stubs will provide accruals. The employee shall notify the City within a reasonable time of the employee's choice of days to be taken off to avoid any loss. The employee shall be allowed to use excess vacation leave on those selected days unless there is a substantial inconvenience to the City, in which case the City and employee shall mutually agree to a rescheduling of the threatened leave. Alternatively, the employee may elect to transfer accrued hours in excess of three hundred sixty (360) into the employee's non-cashable sick leave account. Such transfer shall not cause a sick leave balance in excess of five hundred twenty-eight (528) hours. As under current practice, the City may, at its discretion and with the approval of the supervisor and the City Manager, allow employees to cash out vacation time once per year not to exceed a minimum remaining vacation balance of 40 hours. The City retains the discretion to allow vacation cash out for extraordinary circumstances.

10.2 Treatment of Vacation Accrual on Termination or Death: Upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be, at the employee's wage rate at the time of separation.

10.3 Vacation Scheduling: Preference in vacation scheduling shall be by seniority provided vacation requests are submitted before April 15th of each year. Such exercise of seniority shall be limited to one (1) vacation selection for each employee for each calendar year. Vacation requests submitted after April 15th each year are on a first-come, first-served basis. Vacations must be scheduled by mutual consent of the employee and the City in regard to reasonable staffing requirements of the department.

## ARTICLE 11- SICK LEAVE

10.4 Accrual of Sick Leave: Full-time employees covered by this Agreement shall accrue sick leave at the rate of 8 hours per month. The maximum accumulation shall be 1056 hours. Newly hired employees shall accrue sick leave from the beginning date of employment.

10.5 Allowed Usage of Sick Leave: An employee who is unable to perform his/her duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, or exposure to contagious disease, may utilize this accrued sick leave. Use for illness in the immediate family shall be pursuant to FMLA and OFLA requirements. This Article shall give employees full leave entitlements under FMLA, OFLA, and other federal and state mandated leave act.

10.6 Required Physician's Certificate: A physician's certificate from employee's doctor may be required by the City for payment of sick leave in excess of three (3) working days.

10.7 Definition of Immediate Family: For purposes of this Agreement, an employee's "immediate family" is defined to include the employee's spouse, grandparents, parents, stepparent, siblings, stepsiblings, children, stepchildren, mother-in-law or father-in-law or a relative residing in the employee's household.

- 11.1 Employee Notification of Inability to Work: Any employee who is ill and unable to report to work shall, if reasonably possible, notify the immediate supervisor at least thirty (30) minutes prior to his/her reporting time. In the case of a continuing illness, the employee shall continue to notify the immediate supervisor of the inability to report to work on a daily basis unless some other arrangement has been approved by the supervisor.

## **ARTICLE 12-BEREAVEMENT LEAVE**

- 12.1 Bereavement Leave: An employee shall be granted a special funeral leave of absence not to exceed three (3) working days with pay in the event of a death in the immediate family to arrange or attend services. An additional two (2) days may be granted with the City Manager's approval. This special leave shall not be charged against sick leave, vacation time, or any other accrued leave bank.
- 12.2 Extension: Upon approval of the City, an employee may draw upon, at the employee's discretion, accrued sick leave, vacation or compensatory time for additional special funeral leave time.
- 12.3 Immediate Family Defined: The definition of immediate family as designated in the sick leave provision shall apply to this Article.

## **ARTICLE 13- LEAVES OF ABSENCE**

- 13.1 Military Leave: Military leave shall be granted in accordance with applicable federal and state law.
- 13.2 Peace Corps Leave: Peace Corps leave shall be in accordance with applicable federal and state law.
- 13.3 Leave of Absence Without Pay: An employee may be granted a leave of absence without pay up to ninety (90) days, when approved by the City. Employees on leave without pay shall not be eligible for wages and benefits except as controlled by law. The City will not deny such requests for arbitrary or discriminatory reasons. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. Any conditions of the leave of absence shall be specified in the approval. Such leaves may be renewed or extended by appropriate action of the City.
- 13.4 Jury Duty: Any employee shall continue to receive his/her regular wages for any period of required services as a juror. All monies except travel reimbursement received for performing jury duty will be surrendered to the City. Employees will report for work when less than a normal workday is required by such duty.
- 13.5 Parental Leave: Employees shall be provided parental leave in accordance with law.

## **ARTICLE 14- PROBATIONARY PERIOD**

14.1 Duration of Probationary Period: Every new employee shall serve a probationary period of twelve (12) consecutive full months during which the employee must work two hundred (200) days. In the event that the employee does not work two hundred (200) days during the twelve (12) month period, the probationary period will be extended until the employee completes the two hundred (200) day requirement. Prior to completion of the probationary period, new employees may be disciplined or discharged at will, without resort to the grievance procedure. A probationary employee may resort to the grievance procedure for all alleged non-disciplinary violations of this Agreement.

14.2 Trial Service Period: Employees promoted into a higher classification shall serve a qualifying period of six (6) consecutive months during which time they may be demoted from the higher classification at the prerogative of the City without recourse to the grievance procedure. If the higher classification is within the bargaining unit, the employee shall be reinstated to his/her former position.

Employees of the City who were previously employed within the bargaining unit and were subsequently promoted to a higher position not within the bargaining unit may be returned to their prior bargaining unit classification within six (6) months of such promotion without loss of bargaining unit seniority. The time spent in the higher classification work will be counted toward seniority credit.

## **ARTICLE 15-SENIORITY**

15.1 "Seniority," as used in this agreement, means an employee's length of continuous employment within the bargaining unit since his/her last date of hire, meaning first day of work. Continuous employment shall be employment unbroken by a separation from the City, except for authorized leaves with pay. An employee who has not completed twelve (12) full months of continuous employment shall not be considered to have seniority and shall not be considered a regular employee. An employee shall lose all seniority credit in the event of voluntary or involuntary termination or failure to return from an expired leave of absence.

15.2 A seniority list for the bargaining unit and classification shall be posted by the City in conspicuous places available to employees at Public Works Shops Building. The revised seniority list will be prepared annually in July.

## **ARTICLE 16-LAYOFF AND RECALL**

16.1 If the City should reduce its work force, layoffs shall be made within each job classification on the basis of seniority as long as the affected employee(s) possess(es) the demonstrated ability to perform the work as required.

16.2 Employees who are laid off shall be eligible for recall within each classification in the inverse order of the layoff or a period of eighteen (18) months.

16.3 No new employees shall be hired in a classification until employees laid off in that classification have been given an opportunity to return to work.

16.4 Refusal of recall during the eighteen-month period described above shall constitute voluntary resignation and those employees will lose their recall privileges. Recall notifications shall be by certified mail to the employee's last address on file with the City.

## **ARTICLE 17-WORKING OUT OF CLASSIFICATION**

17.1 An employee who is temporarily assigned out of classification shall be paid a seven (7) percent premium on his or her base wage for all hours assigned with the understanding that out of class shall not be assigned if any employee performs the higher-class work for less than one half of one shift of actual hours worked.

## **ARTICLE 18-DISCIPLINE AND DISCHARGE**

18.1 No employee shall be disciplined or discharged without just cause. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through the grievance procedure. An oral reprimand or warning shall be done in a manner which will not embarrass the employee before other employees or the public. If the City determines there is just cause for discharge, the City shall deliver to the employee and the Union a written notice of such discharge, specifying the principal grounds for such action. The Union may process a grievance concerning suspension, demotion, or discharge at Step 2 of the grievance procedure.

## **ARTICLE 19- PERSONNEL FILE**

19.1 Personnel Record: The City maintains one (1) personnel record of each employee in the bargaining unit. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

19.2 Inspection of Record: An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers.

19.3 Critical Entries: No information reflecting critically upon an employee shall be placed in the employee's personnel record that does not bear either the signature or initials of the employee or an indication that the employee had been provided a copy of the material and refused to sign. Signature or initials of the employee shall not necessarily indicate consent or agreement with the entry. A copy of any such material shall be furnished to the employee when it is placed in the personnel record.

- 19.4 Rebuttal Material: If an employee believes that there is material in the personnel record, which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material. This written rebuttal shall be included as part of the personnel record. If the employee believes that such specific information should be removed entirely from the file, the employee may petition for such consideration to the City.
- 19.5 Entries Dated: Each entry into the employee's personnel file shall be dated. All written discipline shall be removed from the file within two (2) years of entry, except those items of serious enough nature to warrant suspension.
- 19.6 Working Files: Nothing in this Article shall be interpreted to prohibit supervisors from maintaining separate working files on employees for purposes of periodic performance evaluations.

## **ARTICLE 20-ADMINISTRATION OF SALARY PLAN**

- 20.1 Rates of Pay: Each employee shall be paid at one of the stops in the range prescribed for their classification in Appendix A attached. Normally an employee will be appointed at the first step of the range established for their classification.
- 20.1.1 Step Increases: An employee hired at the beginning step of the salary range shall be eligible for a one step increase upon completion of six months of satisfactory service and an additional step increase upon completion of one year of satisfactory service. Thereafter, employees shall receive a step increase annually on their anniversary date upon completion of satisfactory service until such time as they reach the top step of the range.
- 20.1.2 Range Changes: Advancement to a higher range within the employee's job classification may happen annually on the employee's anniversary date, provided that such range change is recommended by the employee's immediate supervisor and is approved by the Public Works Director.
- 20.2 Payday: Paydays shall be the 15th and the last day of the month. The paydays of the 15th of the month will cover the pay period beginning on the 26th of the preceding month and continue to the 10th of the month. The payday on the last day of the month will cover the pay period beginning on the 11th of the month and continue to the 25th of the month. If the regular scheduled payday falls on a holiday or weekend day, the payday will be moved to the preceding business day.

20.3 Promotion: When an employee is promoted or advanced to higher classification, the employee shall be placed and maintained at a salary step in the higher classification which assures that the employee will not suffer a reduction in a compensation due to the promotion.

20.4 Deferred Compensation: The existing deferred compensation plan available to the employees shall continue for the life of this agreement.

## **ARTICLE 21- HEALTH AND WELFARE**

21.1 Medical Benefits: Effective on July 1, 2006, the City shall provide eligible employees with the following health and welfare benefits:

Oregon Teamster Employer's Trust : (OTET) Medical Plan GW  
Dental Plan 6  
Vision Plan 4

Eligible employees shall be defined as those employees working in a job classification as specified in Article 1-Recognition of this agreement, and who receive a minimum of one hundred twenty (120) hours of compensation in a calendar month.

There shall be no cap on the City's level of contribution for the life of this agreement. Should OTET benefits become unavailable for any reason, the parties agree to interim bargain the change.

For the duration of this agreement, insurance coverage will be contracted for under the Oregon Teamster Employer's Trust (OTET). Upon termination of this agreement, to the extent such would be consistent with the provisions enumerated above, and consistent with the terms of any other successor agreement and consistent with the terms of any agreement between the City and OTET, the City retains the option to contract with the entity of its choice for insurance coverage.

21.2 Employees will be insured under provisions of the Oregon State Worker's Compensation Act for injuries sustained while at work for the City.

21.3 For the term of life of this agreement, the City shall pay for a basic life insurance policy in the amount of \$30,000 for each employee covered by this agreement. Any changes in OTET insurance may reduce the amount of life insurance offered to subject employees.

## **ARTICLE 22-RETIREMENT**

22.1 The City shall continue to participate in the Oregon Public Employees' Retirement System, or the Oregon Public Service Retirement Plan, based on the eligibility of the employee. The City will pay both the employer's required contribution and "pick up" the employee's six percent (6%) contribution to the Individual Account Program (IAP).

22.2 The City has opted into the PERS sick leave retirement plan (unused sick time is calculated into retirement benefits).

## ARTICLE 23-GRIEVANCE PROCEDURE

23.1 A grievance, for purposes of this agreement, shall be defined as a dispute regarding the meaning or interpretation of this agreement or regarding an alleged violation of this agreement. The following procedure shall be followed to resolve such a dispute:

Step 1. The employee with or without a union representative, may take up the grievance informally with the immediate supervisor in an attempt to resolve the perceived problem on an informal basis.

Step 2. If an informal attempt to resolved the problem is unsuccessful or if the employee or the Union chooses to initiate the process at this level, the grievance shall be reduced to writing and presented to the Department Head within fifteen (15) calendar days of the event or occurrence which precipitated the grievance or of the time the employee became aware or should have been aware of said event or occurrence.

The written grievance shall include:

- (a) a specific statement of the grievance and nature of the employee's position
- (b) provisions(s) of this Agreement alleged to have been violated, and
- (c) remedy sought.

The Department Head shall respond, in writing, within fifteen (15) calendar days of receipt of the written grievance.

Step 3. If the grievance still remains unsettled, the employee or Union representative may within fifteen (15) calendar days after the reply of the Department Head is due, submit the grievance to the City Manager. The City Manager shall respond to the Union within fifteen (15) calendar days of the receipt. The City Manager's decision shall constitute the final resolution of the matter.

Step 4. Mediation: In the event no agreement is reached in Step 3 and within fifteen (15) days of the City Manager's response in Step 3, either party, the Union or the City, may request mediation. Mediation is a required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 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 60 days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 5. If the grievance cannot be resolved with the City Council, the Union shall notify the City Manager in writing of its intent to arbitrate the grievance within fifteen (15) calendar days of the receipt of the City Council's response.

After the grievance has been so submitted, the parties or their representatives shall either singularly or jointly request from the State Employment Relations Board a list of thirteen (13) Oregon arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator of by alternately striking names. The parties shall, by lot,



determine which party shall strike the first name objectionable to it. The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, the arbitrator shall be asked to submit the award within thirty (30) calendar days from the date of the hearing. Nothing in this section shall prohibit the parties or their representatives from mutually agreeing on an arbitrator. The arbitrator shall have no authority to add to, delete from, or in any other manner change or modify this agreement. Each party shall be responsible for payment of the costs of presenting its own case, including the payment of witness fees, if any. The cost and expense of the arbitrator shall be borne equally by the parties.

23.2 Timeliness and Waiver: Any and all-time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure by the employee or Union to submit or advance the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limits without such waiver shall result in the grievance being advanced to the next stop. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Union.

## **ARTICLE 24-CLOTHING/UNIFORMS**

24.1 Where the City presently furnishes protective and/or work clothing (i.e.: t-shirt and sweatshirts), it shall continue such practice. The City will provide on-site laundry machine by September 1, 2013.

24.2 The City agrees that if an employee is required by the City to wear a uniform or any type of protective clothing or protective device, with the exception of footwear, the uniform, protective clothing, or device shall be furnished to the employee by the City. The initial uniforms will be rain gear, 5 shirts, 5 jeans, and 1 sweatshirt or coat. Any further uniform purchases will not exceed \$150.00 in any fiscal year and must be pre-approved by the public works director.

24.3 Footwear: The City shall pay up to \$250 annually for the purchase of Steel-Toed boots for each full-time employee, and up to \$150 for the purchase of a pair of rain/muck boots. Boots are for work use only. Boots shall be purchased using an approved City Purchase Order and purchase from a vendor with which the City has a credit account. Boots that exceed these mounts may be purchased if agreed to in advance by the City, and Employee will reimburse the City the difference within 1 month. No cash reimbursements to employees shall be made in any case.

## **ARTICLE 25-CERTIFICATION AND TRAINING**

25.1 The City will continue its current practice regarding payment for required certificates and provision of time with pay to complete required training.

a) Commercial Driver's license (CDL).

Employees are responsible for obtaining and maintaining their CDL. Employees must provide prompt notice to their supervisor of any suspension or revocation of their CDL. The City will reimburse employees for the annual CDL physical examination upon showing of receipt for reasonable and customary exams. The City will reimburse employees for the DMV CDL renewal licensing fee.

b) Certifications.

The City recognizes that certain levels and State and/or Federal certifications are of mutual benefit to the City and the employee. In recognition of that, the City will pay a financial incentive to employees who achieve and maintain the certification levels listed.

Certification incentive pay shall be added to the employee's base pay per pay period. It

is the responsibility of the employee to provide ongoing, current documentation of current certification levels in order to be eligible to receive certification incentive pay.

The maximum cumulative pay for this section is 8%.

CDL w/Tanker & Air Brake Endorsement	2%
Cross Connection Specialist	2%
Backflow Assembly Tester	2%
Pavement Inspector Certification that meets the requirements of ASTM D3666-13 from an entity approved by the City	2%

**Wastewater Collection**

Level 1	2%
Level 2	2%
Level3	2%
Level 4	2%

**Water Treatment**

Level 1	2%
Level2	2%
Level3	2%
Level4	2%

**Wastewater Treatment**

Level 1	2%
Level 2	2%
Level3	2%
Level4	2%

**Water Distribution**

Level 1	2%
Level2	2%
Level3	2%
Level4	2%

For example, a Utility I received their CDL w/tanker & air brake endorsement, wastewater collection level 2, and water distribution level 1. Compensation for certification would be provided as follows:

- CDL w/tanker & air brake endorsement= 2%
- Wastewater collection level 1 = 2%
- Wastewater collection level 2 = 2%
- Water distribution level 1 = 2%

Total Certification Compensation= 8% of base p

## ARTICLE 26-SAVING CLAUSE

26.1 Should any article, section or portion of this agreement be held unlawful and unenforceable by decision of any court of competent jurisdiction, final rule or order of any administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision, rule, order, or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision, rule, order or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this agreement, and the agreement as a whole, shall continue without interruption for the term thereof.

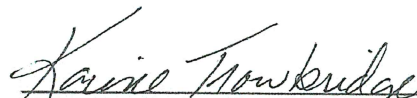
## ARTICLE 27-TERM OF AGREEMENT

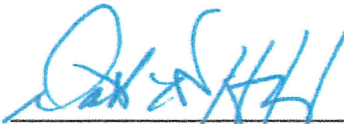
27.1 This agreement will become effective upon ratification and shall remain in effect through June 30, 2025. If either party wishes to modify, amend, add to, or delete from any provisions of this agreement for a subsequent period of time, it shall serve written notice upon the other party no later than March 1 of the year the agreement would otherwise expire. If either party's service notice as provided above, the agreement shall automatically renew from year to year.

FOR THE CITY OF MOLALLA, OREGON

TEAMSTERS LOCAL UNION #223

  
\_\_\_\_\_  
Scott Keyser, Mayor

  
\_\_\_\_\_  
Karine Trowbridge, Business Representative

  
\_\_\_\_\_  
Dan Huff, City Manager

11-10-2022

Date

12/19/2022

Date

**APPENDIX A -SCHEDULE OF WAGES CITY OF MOLALLA - TEAMSTERS LOCAL 223**  
**July 2022- June 2025 AGREEMENT**

**Effective July 1, 2022 Entry 6 Months 1 Year 2 Year 3 Year 4 Year**

Utility Maintenance I	\$45,747	\$47,577	\$49,480	\$51,459	\$53,518	\$55,659
Utility Maintenance II	\$49,885	\$51,880	\$53,955	\$56,114	\$58,358	\$60,693
Utility Maintenance III	\$56,368	\$58,623	\$60,968	\$63,407	\$65,943	\$68,581
Utility Maintenance Lead	\$62,005	\$64,485	\$67,065	\$69,747	\$72,537	\$75,439
Water Plant Operator I	\$47,425	\$49,322	\$51,295	\$53,347	\$55,481	\$57,700
Water Plant Operator II	\$54,350	\$56,523	\$58,785	\$61,136	\$63,582	\$66,125
Water Plant Operator Lead	\$62,302	\$64,794	\$67,386	\$70,081	\$72,884	\$75,800
Wastewater Plant Operator I	\$47,425	\$49,322	\$51,295	\$53,347	\$55,481	\$57,700
Wastewater Plant Operator II	\$54,350	\$56,523	\$58,785	\$61,136	\$63,582	\$66,125
Wastewater Plant Operator Lead	\$62,302	\$64,794	\$67,386	\$70,081	\$72,884	\$75,800

Assumes 3.5 % cola

**Effective July 1, 2023 Entry 6 Months 1 Year 2 Year 3 Year 4 Year**

Utility Maintenance I						
Utility Maintenance II						
Utility Maintenance III						
Utility Maintenance Lead						
Water Plant Operator I						
Water Plant Operator II						
Water Plant Operator Lead						
Wastewater Plant Operator I						
Wastewater Plant Operator II						
Wastewater Plant Operator Lead						

cola min 2.5% - max 3.5%

**Effective July 1, 2024 Entry 6 Months 1 Year 2 Year 3 Year 4 Year**

Utility Maintenance I						
Utility Maintenance II						
Utility Maintenance III						
Utility Maintenance Lead						
Water Plant Operator I						
Water Plant Operator II						
Water Plant Operator Lead						
Wastewater Plant Operator I						
Wastewater Plant Operator II						
Wastewater Plant Operator Lead						

cola min 2.5% - max 3.5%