

AGREEMENT
BETWEEN
THE CITY OF MEDFORD, OREGON
AND
AFSCME LOCAL 2621, COUNCIL 75, AFL-CIO
REPRESENTING
MEDFORD MUNICIPAL EMPLOYEES ASSOCIATION

July 1, 2007

to

June 30, 2011

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**AGREEMENT
BETWEEN
THE CITY OF MEDFORD, OREGON
AND
AFSCME LOCAL 2621, COUNCIL 75, AFL-CIO
REPRESENTING
MEDFORD MUNICIPAL EMPLOYEES ASSOCIATION**

PREAMBLE

This agreement is entered into by the City of Medford, Oregon, hereinafter referred to as the "City" and AFSCME Local 2621, Council 75, AFL-CIO representing the Medford Municipal Employees Association, hereinafter collectively referred to as the "Association".

The purpose of this agreement is to set forth those matters pertaining to the rates of pay, hours of work, fringe benefits, and other working conditions. This agreement is the sole document of these matters and supersedes the City of Medford Personnel Rules and all other rules and policies which may have pertained to those matters prior to the date of this agreement.

DEFINITIONS

Business Days. Any reference to business days shall mean Monday through Friday, inclusive, except legal holidays observed by the City.

Irregular Part-time Employee. Any reference to an "irregular part-time employee" in this Agreement shall mean an employee who is regularly scheduled to work less than 21 hours per week.

New Hire Probationary Employee. Any reference to a "new hire probationary employee" in this Agreement shall mean an employee who has not completed probation in any position with the City of Medford.

Promotional Probationary Employee. Any reference to a "promotional probationary employee" in this Agreement shall mean an employee who has successfully completed a probationary period in any position with the City of Medford but who has been appointed to a higher position within the bargaining unit and who is required to serve a probationary period as defined in Section 14.2 of this Agreement.

Regular Fulltime Employee. Any reference to a "regular fulltime employee" in this Agreement shall mean an employee, including an employee on probation, who is regularly scheduled to work 40 hours per week.

Regular Part-time Employee. Any reference to a "regular part-time employee" in this Agreement shall mean an employee who is regularly scheduled to work more than 21 hours per week, but less than 40 hours per week.

Use of Gender. All references to "employees" in this Agreement designate both sexes.

This agreement shall apply to the non-supervisory, non-confidential employees included in the adopted City of Medford budget under the position titles listed in the attached Exhibit A, or their successors, if changed, except those presently within other bargaining units, and except irregular, part-time employees (less than 21 regular hours per week), seasonal employees, employees hired for a limited term, and federally funded employees. New related non-supervisory, non-confidential classifications developed by the City will be forwarded to the Association for review and inclusion, if appropriate, under this contract by addendum.

It is understood that by its charter the City acts through its City Manager with reference to the municipal functions which it performs in part through employment of members of the bargaining unit represented by the Association. Where reference is made to some duty to be performed by the "City" in the contract, or some notice to or filing to be made with the "City," the City will act through its City Manager or such other supervisory officers or employees as may be designated by its City Manager.

The parties agree as follows:

ARTICLE I – RECOGNITION

1.1 Bargaining Agent. The City recognizes MMEA/AFSCME Local 2621, Council 75, AFL-CIO as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees within the bargaining unit as listed by Position Code and Title - Exhibit A.

ARTICLE II – ASSOCIATION RIGHTS

2.1 Membership. All employees covered by this agreement shall be members of the Association except as provided below. The City shall notify the Association, in writing, within five (5) days of the hire giving the name, social security number, and address of all new full-time employees filling positions represented by the Association.

2.2 Dues Check-Off. Upon receipt of written authorization from an employee on a form supplied by the Union, the City agrees to deduct regular Union membership dues from the employee's first paycheck of each month. The aggregate deductions of all employees shall be remitted to Council 75's Salem office, together with an itemized statement consisting of names, social security number and amount of dues paid to the Union on or about the 20th of the month for which the deductions were made. The list shall also include new hires and terminations. The Union shall provide the City prior written notice of at least one month of any change in dues or fair share amounts, and these amounts shall not change more than once per fiscal year.

FAIR SHARE - This section shall be known as the Fair Share Agreement. Employees who, on the effective date of this agreement, are members of the Union, shall either remain members in good standing or make a payment in lieu of dues to the Union in accordance with applicable statutory and legal requirements. Employees who are not dues-paying members of the Union shall contribute each month a payment in lieu of dues in an amount equal to the monthly Union dues deducted by the City and remitted to the Union at the time of dues remittance.

As provided in ORS 243.666, any employee who is a member of a church or religious body having a bona fide tenet or teaching which prohibits association with a labor organization, or the payment of dues to it, shall pay an amount per month equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the affected employee and a representative of the Union.

The Union will indemnify, defend, and hold the City harmless against any claim made or suits brought as a result of the City's carrying out the provision of this section.

2.3 Association Internal Business. The Association agrees that its members will not solicit membership in the Association or otherwise carry on Association activities during working hours, except as specifically provided in this Agreement. The Association may identify five (5) employees who may spend one hour per week on Association business. The employee shall notify his supervisor prior to expenditure of such time. The Association may use inter-office mail service, City

Hall bulletin boards, City Hall meeting rooms on an availability basis, and all office equipment and software during non-office hours. Copying and printing will be provided by the City at internal billing rates.

During contract negotiations, up to seven (7) employees identified by the Association shall be released from duties without loss of pay for all bargaining sessions, and shall be permitted up to an additional one hour preceding each bargaining session for team meetings. With approval from the applicable department head, bargaining representatives may come from the same department. In the event only one employee from the same department is released, the Association shall choose which employee shall be released.

2.4 Non-Discrimination. The provisions of this agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, creed, national origin, age, sex, religion, mental or physical disability, union affiliation, political affiliation, or any other class protected by Federal or State law. Any claim which is subject to review by the EEOC or other regulatory agency shall not be arbitrable.

ARTICLE III - MANAGEMENT RIGHTS

In addition to rights specified elsewhere in this agreement, the City shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and division, boards and commissions; set standards, types and frequency of service; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; take disciplinary action for just cause; relieve employees from duty due to workload deficiencies, reduction of budgeted positions, reallocate work assignments; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; take all reasonable action necessary to assist employees in their career development through special training assignments; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted. Notwithstanding the above, the City shall give the Association 30 days written notice of any decision to subcontract.

ARTICLE IV – WAIVER OF BARGAINING

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 arena 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 for whose benefit this agreement is made. In the event a conflict between the provisions of the agreement and any rule or regulation heretofore existing, the provisions of the agreement shall control.

ARTICLE V - STRIKES AND LOCKOUTS

5.1 Strikes Prohibited. The Association 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 of work, at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross 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 action for damages, which may be available to the City.

5.2 Association Responsibility. 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 Association will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in 5.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this agreement.

5.3 Lock-Outs Prohibited. 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 VI - HOURS OF WORK

6.1 Workweek. The City will schedule the normal workweek which will consist of either four (4) or five (5) days totaling (no more than) 40 hours, midnight Sunday to midnight Sunday. Reduction of the workweek will be accompanied by a pro rata reduction in salary. For purposes of implementing the Fair Labor Standards Act, the seven-day work period for employees working a 9-day 80-hour work schedule (hereinafter "the 9-80 schedule") shall begin at 1 p.m. on the first Monday or Friday the employee is scheduled to work on a 9-80 schedule.

6.2 Work Schedule. The regular work schedule for employees as scheduled by the City shall be for eight (8) hours of work per day, Monday through Friday, or ten (10) hours per day for four (4) days, exclusive of meal periods. Employees may also be permitted to use a 9-80 work schedule, subject to the City's rules for the use of said schedule. Any employee requesting use of the 9-80 schedule will be provided a copy of the rules at the time of the request. Exceptions to the above scheduling may be implemented by the City at its option if the City finds that a different schedule will be more beneficial to the public service. Employees affected by such an exceptional schedule or a change in work schedule will be notified in advance.

6.3 Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift during an eight-hour regular work shift (or 20 minutes during a ten-hour regular work shift), which periods shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties. An employee working a 9-80 schedule shall be permitted two breaks totaling 35 minutes during a scheduled 9-hour day.

6.4 Meal Periods. All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift. Meal periods shall not be paid, but shall be in addition to the hours of service comprising the work day. A meal period shall consist of a maximum of one (1) hour. Employees may travel from the place of work for meal periods, but the time of travel shall be included in and charged against the time available for the meal period, and the same shall be unpaid and in addition to the hours of service comprising the work day.

ARTICLE VII - HOLIDAYS

7.1 Paid Holidays. A holiday is defined as eight (8) paid hours. The following shall be paid holidays for regular fulltime employees:

| | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Friday Following Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Should the Medford City Council declare an additional day of observance and order the closure of City facilities for other than required, essential 24-hour services, that day shall also be recognized as an additional paid holiday for regular fulltime employees.

Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a regular fulltime employee is on authorized vacation or sick leave when a holiday occurs, such holiday shall not be charged against such leave. Employees shall not be paid for any holiday time for which they also receive workers' compensation time loss pay.

7.2 Holiday Work. Regular fulltime employees who are required to work on days recognized as holidays which fall within their regular work schedule shall be additionally compensated at the rate of one and one-half (1 ½) times the established straight time rate for all hours worked on the holiday. Employees shall not accrue compensatory time for holiday work.

7.3 Floating Holidays. For the fiscal year beginning July 1, 2007, a regular fulltime employee shall be given 32 hours of floating holiday time. Effective July 1, 2008, and annually thereafter, a regular employee shall be given 24 hours of floating holiday time.

7.4 Unused Time. Floating holiday time must be used by October 1 following the fiscal year in which it is earned or it will be converted on October 1 to vacation time.

ARTICLE VIII – VACATIONS

8.1 Vacation Accrual. Regular fulltime employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with the following:

- A. For the first five (5) years of consecutive employment, full-time employees shall accrue vacation at the rate of 3.333 hours per pay period – totaling 80 hours of accrued vacation per year.
- B. After five (5) years of consecutive employment, full-time employees shall accrue vacation at the rate of 4.667 hours per pay period – totaling 112 hours of accrued vacation per year.
- C. After ten (10) years of consecutive employment, full-time employees shall accrue vacation at the rate of 5.667 hours per pay period – totaling 136 hours of accrued vacation per year.
- D. After fifteen (15) years of consecutive employment, full-time employees shall accrue vacation at the rate of 7.0 hours per pay period – totaling 168 hours of accrued vacation per year.

- E. Full-time employees with more than twenty (20) years of consecutive employment shall accrue vacation time at the rate of 8.333 hours per pay period – totaling 200 hours of accrued vacation per year.

Vacation leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours, except if the absence without pay qualifies for FMLA/OFLA purposes. During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in a paid status using other available accrued leave for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

8.2 Continuous Service. For purposes of establishing service dates for vacation accruals in Section 8.1, a break in continuous service shall be defined as occurring if an employee has unpaid leave in excess of 15 consecutive calendar days, and such absence shall be deducted from the service date of the employee. Time spent by an employee on military leave, sick leave resulting from an illness or injury incurred in the course of employment, FMLA/OFLA leave whether paid or unpaid, and paid time off shall not be considered as a break in service.

8.3 Maximum Accrual. The maximum vacation that may be accumulated by an employee is vacation credit for two (2) years. When maximum vacation accumulation accrues, no further credit shall accrue until, and to the extent that the use of the credit reduces the accumulation below the employee's maximum. The City shall maintain a procedure to notify each employee, at the time of the first semi-monthly salary date of 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 is caused by the City's insistence that the employee be at work during a vacation period already scheduled for the employee. When the maximum allowed vacation accumulation is accrued and an employee's workload or duties are such that the employee is not allowed to use vacation time, to prevent the loss of vacation accrual, the maximum allowed vacation accumulation may be extended with the approval of the employee's department head, with the concurrence of the Human Resources Director.

8.4 Vacation Selection. Employees shall be permitted to request vacation on a split basis. Vacation times for employees shall be scheduled by the City, based on the City's judgment as to the needs of efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity, if he/she chooses, to use at some time during the fiscal year, the full amount of vacation credit which he/she could accumulate in twelve (12) months of continuous service. Vacation times shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his/her right of seniority only once each calendar year and for one block of time only. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Seniority can only be exercised 30 days or more prior to the scheduled time block. All vacation requests under the 30-day limit will be granted on a first come, first served basis and will not be subject to seniority. Subject to the foregoing, the employee shall have the right to determine vacation times.

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

8.6 Vacation Cash Out. An employee may request and be paid for a minimum of one (1) week of vacation time in conjunction with taking one (1) or more weeks of vacation, to a maximum of two (2) weeks pay. This does not preclude an employee buying less than two (2) weeks of vacation pay with two (2) or more weeks of vacation leave. Pay for vacation time must be taken in one (1) week increments not to exceed two (2) weeks paid in any fiscal year providing the employee has sufficient accumulated vacation leave in his leave bank at the time of the request. The term “in conjunction with” means at the same time the vacation time is taken. Leave time for which the employee is paid will be deducted from the employee’s leave bank. Payment for hours cashed out under this section shall be at base pay exclusive of differentials and will be paid on the regular pay check for the pay period in which the vacation is taken.

ARTICLE IX - SICK LEAVE

9.1 Sick Leave Accrual. A regular full-time employee shall accrue sick leave for the purposes stated herein at the rate of four (4) hours for each full pay-period of service commencing with the date of employment.

Sick leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours, except if the absence without pay qualifies for FMLA/OFLA purposes. During FMLA/OFLA leave or temporarily in a reduced schedule following expiration of FMLA/OFLA, an employee must be in a paid status for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period. An employee using donated leave time must be in a paid status using other available accrued leave for at least one (1) hour over one-half of the regularly scheduled work hours in a pay period to receive the accruals for that pay period.

Upon retirement on or after July 1, 2000, fifty percent (50%) of an employee’s unused accumulated sick leave shall be applied as provided by ORS 238.350 and regulations established by the Oregon Public Employees Retirement System (PERS) in the form of increased retirement benefits.

9.2 Definitions.

For purposes of Article IX, the following definitions apply:

“Spouse” means a husband or wife as defined or recognized under Oregon law.

“Domestic partner” is an individual who has completed an Affidavit of Marriage or Domestic Partnership with an employee.

“Child” means biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and domestic partner’s child. Child may be an adult or a minor.

“Parent” means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law; and parent of a domestic partner.

“Grandparent” means the biological, adoptive or foster grandparent.

“Grandchild” means the biological, adopted, foster, or stepchild of the child of an employee or the employee’s spouse.

“Parent-in-Law” means the “parent” of the employee’s spouse.

“Sibling” means biological, adopted, or foster brother or sister of the employee.

9.3 Statutory Leave. Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act and the Oregon Family Leave Act for certain purposes. If the leave of absence qualifies for FMLA/OFLA, the employee shall be required to use sick leave for the absence. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

A part-time employee shall be granted statutory leave without pay as provided by law.

9.4 Utilization for Illness or Injury. Employees may use sick leave for an illness or injury of the employee, spouse, domestic partner or child. In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the leave request form must be completed by the employee on the day he/she returns to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor’s order.

Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse, or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Departmental supervisors may authorize the use of sick leave with less than 24 hours notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements – In the event of illness or injury, the employee shall notify his/her immediate supervisor, on-duty supervisor, or other supervisor as designated in writing of absence due to illness or injury and the nature and expected length thereof, as soon as possible prior to beginning of his regularly scheduled work shift, unless unable to do so because of the serious nature of the injury or illness. If such supervisor is unavailable, employees are to follow departmental procedures for notifying other departmental management staff of the need for their absence.

An employee who is unable to complete the regularly scheduled shift due to an illness or injury shall, prior to leaving work, notify his/her immediate supervisor, on-duty supervisor, or other departmental supervisor.

Physician’s Certification - The City may, at its option, require a physician’s statement of the need for the employee’s absence and an estimated duration of the absence for any illness or injury if the employee is absent three (3) or more consecutive work days, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the City may require a doctor’s release stating that the employee may return to his normal duties without risk of aggravating the illness or injury. The City may request a physician’s verification of an injury or illness of a family member.

Uses for Non- FMLA/OFLA Caregiving. For non-FMLA/OFLA leave, where the employee needs to care for or arrange care for a parent or grandparent with an illness or injury, the employee may use up to eight (8) hours of sick leave per occurrence. Accrued vacation or compensatory time may be used for additional leave in such cases, at the City’s discretion. The City shall not unreasonably withhold approval of the use of other leave for said purpose.

9.5 Integration with Workers’ Compensation. When a compensable injury occurs in the course of employment, or interim compensation is being paid, the City’s obligation to pay under this sick leave Article is limited to the difference between any disability payment or time lost payment

received under Workers' Compensation Laws and the employee's regular pay. In such instances prorated charges will be made against accrued sick leave (the minimum charge to sick leave will be two (2) hours of sick leave for every eight (8) hours of time lost covered by Workers' Compensation).

9.6 Bereavement Leave. An employee shall be granted up to 24 hours bereavement leave with regular salary in the event of death of a spouse, domestic partner, child, sibling, parent, parent-in-law, grandparent, grandchild, or step-grandchild as defined in Section 9.2. Up to 16 hours additional leave taken from any other accrued leave may be granted upon request.

9.7 Sick Leave Sell Back. Sick leave in excess of 520 hours may be accrued and used during the course of each fiscal year, but any such excess remaining each June 30 will be paid off at fifty percent (50%) of its June 30 value based on the employee's base wage rate, exclusive of any pay differential. Any payment made pursuant to this section on or after July 1, 2005 shall be placed in the employee's HRA VEBA trust account established pursuant to Section 11.12 of this agreement.

9.8 Application for PERS Retirement. In the event that medical authorities determine that an employee will no longer be able to return to full-time work performance, whether due to a work related or non-work related illness or injury, the employee shall, upon such determination, make application for PERS disability retirement. The employee shall be separated from service at the expiration of any statutorily granted medical leave, and after a determination by the City's Human Resources Director, with the concurrence of the appointing authority, that the employee's limitations cannot be reasonably accommodated under provisions of the Americans with Disabilities Act.

9.9 Limits to Sick Leave Usage. Sick leave shall not be used or accrued under the following circumstances:

- A) During layoff periods
- B) During periods when a City operation is shut down due to strikes.

Sick leave shall not be used during a scheduled leave (i.e. vacation or holiday) if the employee and/or family member has an injury or becomes ill.

On any day when sick leave of less than 8 hours is used, sick leave used will not be considered "hours worked" for purposes of calculating any daily overtime. An employee who is approved to work beyond his/her normal shift on such days shall have said hours deducted from the sick leave time used. If an employee is required to attend an evening meeting on a day in which 8 or more hours of sick leave is used, said employee shall be compensated at the rate of 1 ½ times his/her regular rate of pay for hours worked attending such meeting.

9.10 Worker Who Abuses Sick/Bereavement Leave. A worker who abuses sick/bereavement leave benefits shall be subject to progressive disciplinary action up to and including termination. Abuse of sick leave shall include, but is not limited to, falsification of reasons for leave, and failure to follow City procedures for reporting an absence

ARTICLE X - OTHER LEAVE OF ABSENCE

10.1 Criteria and Procedure. Where a leave of absence without pay does not qualify as FMLA/OFLA leave, the City will consider a written application for leave of absence without pay if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. A leave of absence without pay must be approved in advance by the employee's department head with the concurrence of the Human Resources Director, and a request for a leave of absence without pay of more than nine (9) consecutive calendar days shall also require approval by the City Manager. The

City may terminate or cancel an approved leave of absence without pay by providing thirty (30) days written notice mailed to the employee's last known address. If an employee is granted leave without pay for a period of 15 consecutive calendar days or longer, and thereby does not work the required hours to qualify for health insurance, the employee will be eligible to pay for COBRA continuation of City insurance coverage, or may go without insurance; in such case, the employee acknowledges that coverage may be limited upon return to work following the leave of absence.

10.2 Jury Duty. Employees shall be granted a leave with pay for service upon a jury. However, the employee is required to seek all fees due him or her and turn said fees over to the City. Also, upon being excused from jury duty 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.

10.3 Work Related Court Appearances. Leave with pay shall be granted for a work related 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 the employee's attendance under penalty described by law; provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he receives as witness fees.

10.4 Non-Work Related Court Appearance. Vacation may be taken for any non-work related compulsory appearance in court. If employee has no vacation credit, leave without pay may be granted.

10.5 Educational Leave. Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when ordered by the City.

10.6 Military Leave of Absence. Military leave shall be granted to the extent required by Federal and State law and under the provisions of the City's administrative regulations applying to military leave.

10.7 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 prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his control and seeks an extension of leave 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 unduly handicapping the operation of the department. The extension shall be granted upon approval by the employee's department director, the Human Resources Director, and the City Manager.

ARTICLE XI – COMPENSATION

11.1 Wage Schedule. Effective July 1, 2007, employees shall be compensated in accordance with the monthly salary schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement.

11.2 New Classes. The City shall forward any new proposed classification and proposed wage scale to the Association for review to determine if said position should be represented by the Association or another bargaining unit of the City, or should be unrepresented. 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. New classes will be added by a memorandum attached hereto.

11.3 Step Increases. Step increases shall be at the discretion of the department heads. A new hire probationary employee shall be granted advancement to the next step upon satisfactory completion of the probationary period of twelve (12) months. A promotional probationary employee or laterally transferred employee shall be granted advancement to the next higher step upon completion of the probationary period, as defined in Section 14.2. Otherwise, employees will be eligible for consideration for advancement to a subsequent higher step after one year of service in the preceding step. However, an employee may be advanced in step with less than one year of service at the preceding step by a department head, with the concurrence of the Human Resources Director and City Manager, based upon exemplary performance or to meet the service needs of the City.

11.4 Pay Periods. Employees shall be paid on a semi-monthly basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday or a holiday, the last preceding work day of the Finance Department shall be the regular pay date. The City has the option to change the pay period to every two weeks upon written notice to the Association.

11.5 Overtime. All full-time employees shall be paid at time and one-half for work in excess of eight (8) hours per day except those employees who have either a 10-hour day, 4 day work schedule or a 9-day, 80-hour work schedule, in which case overtime is paid for all hours worked in excess of 40 hours in the seven-day work period. It is recognized that it is a management right to require overtime.

11.6 Compensatory Time. Employees assigned by management to work overtime may, in lieu of overtime pay, accumulate compensatory time at the rate of one and one-half (1 1/2) times the hours actually worked. Documentation and use of compensatory time hours shall be controlled by this section as follows:

- A. Maximum Accumulation. An employee may accrue up to 64 compensatory time hours at any one time. If an employee has accrued 64 hours of compensatory time, he/she will not be permitted to accrue additional compensatory time in lieu of overtime, and shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours of overtime worked.
- B. Use of Compensatory Time Hours. An employee shall be permitted to use compensatory time hours during the year, subject to the following limitations:
 - 1. Use of compensatory time is requested at least 24 hours prior to use.
 - 2. Use of compensatory time shall be in increments of one or more hours.
 - 3. Use of compensatory time may be denied at other times if an employee's use of compensatory time off would unduly disrupt the operations of the department.
- C. Compensatory Time Payoff. At the request of an employee, the City shall pay off compensatory time at the employee's regular rate of pay (base salary plus salary differentials) as part of a regular paycheck, provided the employee requests a pay off of at least 20 hours and provides 15 working days notice. At the end of the fiscal year, compensatory time shall be paid at the employee's regular rate of pay (base salary plus salary differentials).

11.7 Mileage. An employee required to report for special duty at any location other than his/her permanent reporting location and who is required to use his/her personal automobile for transportation to such location shall be compensated at the current IRS allowable rate for the use of such automobile directly in the line of duty.

11.8 Per Diem. When an employee's duties require him to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements.

11.9 Training Travel Time. Employees required to travel to attend conferences, seminars or other training shall be compensated for travel in accordance with the requirements of the Fair Labor Standards Act, as outlined in Administrative Regulation 04-2.

11.10 Working Out of Class. Any person covered by this agreement who is assigned by a department head or designee the added responsibilities of a position or rank above that which he/she normally holds for more than three consecutive work shifts shall receive an additional five percent (5%) wage for all hours worked in such assignment. However, this section shall not apply to voluntary training assignments to other bargaining unit positions for periods not greater than five hundred (500) hours during the term of this agreement.

11.11 Lead Person Assignment. When an employee is assigned by a department head, or designee as lead person over two or more full-time or part-time employees, he/she shall be paid five percent (5%) above his/her current wage for hours worked in such assignment. Such assignment may be made for periods of limited duration, and may be ended at any time without limitation. Under the general direction of a supervisor, an employee designated as a lead person is responsible for directing, coordinating, monitoring and checking the work of the employees over whom the lead person is assigned. The lead person is also responsible for providing the majority of training, and for providing feedback to the supervisor regarding employee performance. The lead person shall be responsible for the quantity and quality of work performed by the assigned employees. A lead person is not responsible, and has no authority, to approve leave, discipline, hire, terminate or perform formal evaluations of employees. Persons assigned as lead persons shall perform in such capacity in addition to the other duties of their normal work classification.

11.12 Medical Savings Account. Effective June 1, 2005, the City shall cause to be created an account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly referred to as the HRA VEBA Trust) under Section 501 (c) (9) of the Internal Revenue Code for each employee of the bargaining unit. Effective with the June 25, 2005 payroll, and each payroll thereafter, the City shall contribute 1.2% of each employee's gross salary to said account.

ARTICLE XII - DISCIPLINE AND DISCHARGE

12.1 Discipline. Discipline may include but not be limited to oral or written reprimands, suspension, demotion and termination, except that oral and written reprimands shall not be subject to grievance. No non-probationary employee shall be reprimanded, suspended, demoted or discharged except in good faith for just cause, nor shall any employee regardless of probationary status be reprimanded, suspended, demoted or discharged arbitrarily or for political, religious, racial or other discriminatory reasons. In recognition of the various State and Federal statutes and rules governing nondiscrimination requirements, the parties agree that arbitration of a grievance alleging discipline or discharge for discriminatory reasons shall not be allowed, except that discrimination as a defense will be allowed in an arbitration of a grievance alleging the lack of just cause. All disciplinary action imposed upon an employee, except oral or written reprimands, may be protested as a grievance through the regular grievance procedure. An oral reprimand shall be done in a manner which will not embarrass the employee before other employees or the public. Within five business days of receipt of written discipline, employees may submit a rebuttal statement at the written reprimand level or above. On request of the employee, the rebuttal shall be placed in his/her personnel file.

12.2 Discharge. If the City determines there is just cause for discharge, the City shall suspend the employee with or without pay for not more than five (5) working days and shall deliver to the employee and the Association a written notice of suspension and pending dismissal. Such notice shall specify the principal grounds for such action. The employee has the right to request a hearing within the five (5) day period to offer any evidence or mitigating circumstances regarding the pending dismissal. The employee has the right to be represented at the hearing. Failure to request a hearing within five (5) days precludes the employee from any further appeal of the City's decision. After taking into account the evidence or information provided at the hearing, the City shall act on the pending dismissal, and deliver notice of the action to the employee within five (5) days of the hearing. If the employee disagrees with the City's determination following the hearing, the employee may protest decisions through the regular grievance procedure, beginning at Step 3, within ten (10) days of the City's written notice following the hearing.

12.3 Probationary Employees. Except for the prohibition against discipline on the basis of discrimination, this Article shall not apply to any employee on probation as defined in Article XIV, Section 14.1.

ARTICLE XIII - SETTLEMENT OF DISPUTES

13.1 Grievance Defined. A grievance shall mean a claim by an employee, and/or the Association, that there has been a violation of a specific provision of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be business days.

Step 1 - Immediate Supervisor. The grievant shall discuss the grievance first with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within fifteen (15) days after the grievant becomes aware, or should have reasonably become aware, of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with the grievant's immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2 - Department Head. Within ten (10) days if the grievant is not satisfied with the disposition of the grievance at level one, a written grievance shall be filed with the department head. The department head shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 3 - City Manager. Within ten (10) days if the grievant is not satisfied with the disposition of the grievance at level two (2), an appeal shall be filed in writing with the City Manager. The City Manager or designee, shall hear the appeal and render a decision within ten (10) days after receiving it.

Step 4 - Arbitration

- A. If the grievant is not satisfied with the decision at level three (3), the grievant shall within ten (10) days file a notice of intent with the Association and the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such notice of intent, the City and the grievant and/or the Association, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board.

- C. The parties shall then be bound by the rules and procedures of the Employment Relations Board.
- D. The findings of the arbitrator shall be limited to the terms of this Agreement; and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.
- E. The decision and award of the arbitrator shall be final and binding on the parties.

13.2 Time Limit. All parties subject to these procedures shall be bound by the time limits contained therein. If either party fails to follow such 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 shall proceed to the next step.

13.3 Personnel File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the personnel file unless the grievance is found against the employee.

ARTICLE XIV - PROBATIONARY PERIOD

14.1 Purpose. The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing new employee's work and training, by aiding new employees in adjustment to their position, and by providing an opportunity to review the employee. Every new or rehired employee hired into the bargaining unit, excluding those recalled from a layoff or promotional employees, shall serve a probationary period of twelve (12) full months excluding any time spent on leave of absence without pay, after which he shall be considered a regular employee and granted seniority from the last date of hire. The Association recognizes the right of the City to terminate a probationary employee at any time for any reason with or without cause or notice. Discipline or termination of a probationary employee shall not be subject to the grievance procedure under Article XIII. Upon completion of the probationary period, an employee is immediately eligible for all rights, benefits, and privileges guaranteed him by this contract.

14.2 Promotional Probationary Period. Regular employees promoted into a higher classification and laterally transferred employees shall serve a promotional probationary period of at least six (6) full months and not to exceed twelve (12) full months excluding any time spent on a leave of absence without pay, as in Section 14.1 of this Article. The Association also recognizes the right of the employer to demote an employee on promotional probationary status to his previous position for any reason at any time. Such demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XIII.

ARTICLE XV – SENIORITY

15.1 Definition. Seniority, for those employees who are covered by this Agreement, shall be the length of service dating from the employee's last date of hire, excluding any time spent on a leave of absence without pay, except where the leave of absence without pay was in conjunction with authorized military leave, workers' compensation injury or illness or FMLA/OFLA leave as described in Article IX above.

Limitations: Seniority shall be broken or terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice within five (5) working days after being recalled or fails to return to work within fifteen (15) additional working days.
- D. Fails to report to work at the termination of a leave of absence.
- E. While on leave of absence accepts employment without permission.
- F. Retires.

Seniority shall be used for selection of vacation and use of floating holidays, and for purposes of establishing the order of layoff under Section 16.1. In the event that more than one employee has the same date of hire, seniority will be determined by the drawing of lots. Probationary employees have no seniority rights.

ARTICLE XVI - REDUCTIONS IN PERSONNEL

16.1 Voluntary Reductions. Should a reduction in class be required by management, volunteers shall first be sought.

16.2 Reductions in Class and in Force. Reduction in class not resulting from a layoff situation will be made by department on the basis of the last person promoted to that class if skill, training, and departmental evaluations are determined by the supervisor and the department head to be equal. Additional reduction resulting will be treated similarly.

Reduction in force resulting from a layoff situation will be made within class by department in the inverse order of seniority, provided that the skill, training, and departmental evaluations, as determined by the supervisor and the department head, are equal.

16.3 Return from Layoff and Advance Notice. The City shall, prior to hiring any new personnel, recall employees laid off. Such recall shall be made by the mailing of a certified letter to the last known address of the subject. Recall shall be made on the basis of seniority, providing that skill, training, and departmental evaluations, as determined by the department head, are equal. The City may, but is not required to, recall new hire probationary employees.

When possible, the City shall provide ten (10) business days advance notice of any planned or proposed layoff and/or reduction in force.

Recall rights shall expire two (2) years from the date of layoff. Failure to respond to a written notice of recall within fifteen (15) business days shall result in loss of recall rights.

ARTICLE XVII - GENERAL PROVISIONS

17.1 Other Employment. Outside employment shall be permitted only with the express prior approval of the City. Any employee with existing outside employment on the effective date of this Agreement shall notify the City thereof within sixty (60) days after the effective date of this Agreement. To deny outside employment the City must find that it violates one of the following criteria: (1) that such employment is in conflict with the interest of City employment; (2) that such employment detracts from efficiency of the employee in his City work; (3) that such employment is a

discredit to City employment; or (4) that such employment takes preference over the requirements of City employment.

17.2 Vacant Position Openings. The City shall post one or more notices of recruitment to fill any vacant position within the bargaining unit. A copy of the notice shall be provided to the Association. The City shall wait for a period of at least four (4) days before selecting an employee to fill a vacant position. The Association recognizes that it is a management right to conduct an external recruitment in the event there are an insufficient number of qualified candidates from an internal recruitment.

17.3 Protective Clothing, Uniforms, and Safety Wear. Any protective clothing, uniforms, and/or safety wear an employee is specially required by the City shall be provided by the City. Employees shall wear protective clothing, uniforms, and safety wear as required by the City while on duty or when traveling to and from work, but at no other time. Upon adoption of this agreement, or upon hire, each employee required by his/her department head to wear ANSI-approved safety shoes during work hours shall be provided a cash allowance of \$600 to purchase and maintain said shoes during the period of this agreement.

17.4 Reimbursement of Tuition and Fees. 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 a manner deemed by the City to be satisfactory.

17.5 Deferred Compensation. Employees shall be permitted to participate in any deferred compensation plan available through the City.

ARTICLE XVIII - HEALTH AND WELFARE

18.1 Insurances. All insurances shall be provided in accordance with the insurance schedule attached to this Agreement and marked Exhibit B, which is hereby incorporated into and made a part of this Agreement.

ARTICLE XIX - SAVINGS CLAUSE AND FUNDING

19.1 Savings Clause. Any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon written notice of the change, if either party desires to bargain, it shall be conducted under the provisions of ORS 243.698, unless the parties have already commenced collective bargaining for a successor agreement.

19.2 Funding. The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request amounts sufficient to

fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE XX - TERMINATION AND REOPENING

20.1 Effective Dates. This Agreement shall be effective as of July 1, 2007 unless otherwise specifically referenced in an Article, and shall remain in full force and effect through the last day of June, 2011. It shall terminate all prior agreements and practices, and includes all collective bargaining for the term of this Agreement. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the expiration that it wishes to modify this Agreement in part for any reasons or terminate the Agreement in its entirety. Upon either notice, negotiations shall begin not later than thirty (30) days after such notice.

**AFSCME LOCAL 2621, COUNCIL 75, AFL-CIO/
MEDFORD MUNICIPAL EMPLOYEES
ASSOCIATION**

CITY OF MEDFORD

/s Daniel Burdis

Council Representative

Date: 8/21/07

/s/ Gary H. Wheeler

Mayor

Date: 8/16/07

/s Ralph Browning

MMEA President

Date: 8/17/07

/s Michael Dyal

City Manager

Date: 8/16/07

/s Rachel A. Gragg

MMEA Vice President

Date: 8/16/07

/s Douglas G. Detling

Human Resources Director

Date: 8/16/07

EXHIBIT A

**MONTHLY SALARY SCHEDULE
Effective July 1, 2007**

| CLASSIFICATION | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> | <u>STEP 4</u> | <u>STEP 5</u> | <u>STEP 6</u> | <u>STEP 7</u> |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <u>Grade M7</u> | | | | | | | |
| Clerical Support Technician Custodian | \$ 2,059.92 | \$ 2,162.92 | \$ 2,271.08 | \$ 2,384.58 | \$ 2,503.83 | \$ 2,629.00 | * |
| <u>Grade M20</u> | | | | | | | |
| Engineering Technician I | \$ 2,374.83 | \$ 2,493.58 | \$ 2,618.25 | \$ 2,749.17 | \$ 2,886.58 | \$ 3,030.92 | \$ 3,182.50 |
| <u>Grade M25</u> | | | | | | | |
| Administrative Support Tech. | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| Court Specialist | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| Dev. Services Support Tech. | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| Financial Support Tech. | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| Recreation Program Coord. | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| Warehouse/Trades Tech. | \$ 2,454.50 | \$ 2,577.17 | \$ 2,706.08 | \$ 2,841.33 | \$ 2,983.42 | \$ 3,132.58 | * |
| <u>Grade M30</u> | | | | | | | |
| Database Technician | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | * |
| Dev. Svcs. Spec. | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | * |
| Parks Cust. Svcs. Spec. | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | * |
| Technology Supp. Tech. I | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | * |
| <u>Grade M31</u> | | | | | | | |
| Planner I | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | \$ 3,872.75 |
| Engineering Technician II | \$ 2,889.92 | \$ 3,034.33 | \$ 3,186.08 | \$ 3,345.42 | \$ 3,512.67 | \$ 3,688.33 | \$ 3,872.75 |
| <u>Grade M35</u> | | | | | | | |
| Code Enforcement Officer | \$ 2,914.00 | \$ 3,059.75 | \$ 3,212.67 | \$ 3,373.33 | \$ 3,542.00 | \$ 3,719.08 | \$ 3,905.08 |
| Technology Supp. Tech II | \$ 2,914.00 | \$ 3,059.75 | \$ 3,212.67 | \$ 3,373.33 | \$ 3,542.00 | \$ 3,719.08 | \$ 3,905.08 |
| <u>Grade M40</u> | | | | | | | |
| Plans Examiner I | \$ 2,938.17 | \$ 3,085.08 | \$ 3,239.33 | \$ 3,401.25 | \$ 3,571.33 | \$ 3,749.92 | \$ 3,937.42 |
| Planner II | \$ 2,938.17 | \$ 3,085.08 | \$ 3,239.33 | \$ 3,401.25 | \$ 3,571.33 | \$ 3,749.92 | \$ 3,937.42 |
| <u>Grade M45</u> | | | | | | | |
| Engineering Technician III | \$ 3,294.00 | \$ 3,458.67 | \$ 3,631.58 | \$ 3,813.17 | \$ 4,003.83 | \$ 4,204.08 | \$ 4,414.25 |
| Construction Inspector | \$ 3,294.00 | \$ 3,458.67 | \$ 3,631.58 | \$ 3,813.17 | \$ 4,003.83 | \$ 4,204.08 | \$ 4,414.25 |
| <u>Grade M50</u> | | | | | | | |
| Associate Parks Planner | \$ 3,370.00 | \$ 3,538.50 | \$ 3,715.42 | \$ 3,901.17 | \$ 4,096.17 | \$ 4,301.00 | \$ 4,516.08 |
| Development Svcs. Coord. | \$ 3,370.00 | \$ 3,538.50 | \$ 3,715.42 | \$ 3,901.17 | \$ 4,096.17 | \$ 4,301.00 | \$ 4,516.08 |
| Planner III | \$ 3,370.00 | \$ 3,538.50 | \$ 3,715.42 | \$ 3,901.17 | \$ 4,096.17 | \$ 4,301.00 | \$ 4,516.08 |
| <u>Grade M60</u> | | | | | | | |
| Electrical Inspector | \$ 3,438.75 | \$ 3,610.67 | \$ 3,791.25 | \$ 3,980.83 | \$ 4,179.83 | \$ 4,388.83 | \$ 4,608.25 |
| Structural/Mech. Inspector | \$ 3,438.75 | \$ 3,610.67 | \$ 3,791.25 | \$ 3,980.83 | \$ 4,179.83 | \$ 4,388.83 | \$ 4,608.25 |
| Plumbing Inspector | \$ 3,438.75 | \$ 3,610.67 | \$ 3,791.25 | \$ 3,980.83 | \$ 4,179.83 | \$ 4,388.83 | \$ 4,608.25 |
| Building Projects Coordinator | \$ 3,438.75 | \$ 3,610.67 | \$ 3,791.25 | \$ 3,980.83 | \$ 4,179.83 | \$ 4,388.83 | \$ 4,608.25 |
| <u>Grade M65</u> | | | | | | | |
| Planner IV | \$ 3,472.50 | \$ 3,646.08 | \$ 3,828.42 | \$ 4,019.83 | \$ 4,220.83 | \$ 4,431.92 | \$ 4,653.50 |
| Plans Examiner II | \$ 3,472.50 | \$ 3,646.08 | \$ 3,828.42 | \$ 4,019.83 | \$ 4,220.83 | \$ 4,431.92 | \$ 4,653.50 |
| <u>Grade M90</u> | | | | | | | |
| Grants Specialist** | \$ 4,580.33 | \$ 4,809.33 | \$ 5,049.75 | \$ 5,302.25 | \$ 5,567.42 | \$ 5,845.75 | |

* Step 7 to be created 7/1/2008.

** The salary range for this position is based on a supplemental agreement. Step 7 will not be created for this position.

The wage schedule shown on the previous page shall be adjusted upward by 2% effective July 1, 2008.

Effective July 1, 2008, the salary schedule shall be adjusted by adding a new step 7 to the salary schedule for the following positions (excluding positions with an existing Step 7 and the Grants Specialist):

Clerical Support Technician
Custodian
Administrative Support Technician
Court Specialist
Database Technician
Development Services Specialist
Development Services Support Technician
Financial Support Technician
Parks Customer Services Specialist
Recreation Program Coordinator
Technology Support Technician I
Warehouse Trades Technician

An employee in the above listed classifications who has been at Step 6 on June 30, 2008 for twelve (12) or more months shall be advanced to Step 7 on July 1, 2008, and his/her anniversary date changed to July 1. Otherwise, existing anniversary dates shall be retained, and an employee shall continue to be eligible for annual step increases on his/her anniversary date.

Effective July 1, 2008, Engineering Technicians I-III, Parks Planner III and Planner I-IV positions will be re-graded effective in accordance with the schedule shown on the following page (this table reflects the July 1, 2008 salary increases, the position re-grades, and conversion of Step 7 to Step 6).

After implementation of the above changes, Step 7 of each other classification in the salary schedule will be renumbered as Step 6, and so forth downward through the salary schedule, thus eliminating the Step 1 salary rate in effect on June 30, 2008. Thereafter a six-step salary schedule shall be maintained.

Effective 7/1/2009, the wage schedule shall be adjusted, said adjustment subject to a minimum of 2.5% and a maximum of 3.25%, based on the December 2007 to December 2008 change in the CPI-U All Cities index.

Effective 7/1/2010, the wage schedule shall be adjusted, said adjustment subject to a minimum of 2.5% and a maximum of 3.5%, based on the December 2008 to December 2009 change in the CPI-U All Cities index.

MONTHLY SALARY SCHEDULE
Effective July 1, 2008

| CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Grade M20 Engineering Technician I | \$ 2,543.42 | \$ 2,670.58 | \$ 2,804.17 | \$ 2,944.33 | \$ 3,091.58 | \$ 3,246.17 |
| Grade M31 Planner I Engineering Technician II | \$ 3,095.08 | \$ 3,249.83 | \$ 3,412.33 | \$ 3,582.92 | \$ 3,762.08 | \$ 3,950.17 |
| Grade M41 Planner II | \$ 3,404.58 | \$ 3,574.83 | \$ 3,753.50 | \$ 3,941.25 | \$ 4,138.25 | \$ 4,345.17 |
| Grade M51 Engineering Technician III Parks Planner III Planner III | \$ 3,676.92 | \$ 3,860.75 | \$ 4,053.83 | \$ 4,256.50 | \$ 4,469.33 | \$ 4,692.83 |
| Grade M66 Planner IV | \$ 3,824.00 | \$ 4,015.17 | \$ 4,215.92 | \$ 4,426.75 | \$ 4,648.08 | \$ 4,880.50 |

Differentials

The City shall pay a differential up to 5% to employees who are bilingual in Spanish and pass the City's language test.

The following differentials continue to be available:

| | |
|---|---|
| Planner I-IV | AICP Certificate - 5% |
| Engineering Technician II | Bachelors Degree in Civil Engineering or Surveying or FE or FS Certificate - 5% |
| Engineering Technician III | FE or FS Certificate, Professional Engineer, or Land Surveyor Registration - 5% |
| All Administrative Support staff Grade M30 and below | Certified Professional Secretary – 5%* |

* Effective 12/1/2007, this certification is reduced to 2.5% for certifications earned thereafter, except that an individual receiving this 5% certification differential on 11/30/2007 shall continue to receive said differential so long as certification is maintained.

| | |
|---|---|
| All Building staff Grade M40 and above | A-level certification beyond the minimum required of the employee's position – 5% |
|---|---|

Effective July 1, 2006, the following additional differentials shall be available:

| | |
|-----------------------------------|--|
| All staff grade M31* and below | Associate Degree – 2.5% or Bachelor's Degree – 5% |
|-----------------------------------|--|

* Effective 7/1/2008, this is amended to read:

| | |
|----------------------------------|--|
| All staff grade M35 and below | Associate Degree – 2.5% or Bachelor's Degree – 5% |
|----------------------------------|--|

| | |
|---------------------------|----------------------|
| All staff grade above M35 | Master's Degree – 5% |
|---------------------------|----------------------|

| | |
|------------------|--|
| Plans Examiner I | BA in Engineering or FE Certificate – 5% |
|------------------|--|

| | |
|--|---|
| Plans Examiner II Electrical Inspector Plumbing Inspector Structural/Mechanical Inspector | Professional Engineer Registration – 5% |
|--|---|

| | |
|-------------------|--|
| Parks Planner III | Oregon Landscape Contractor's or Landscape Architect's License – 5% |
|-------------------|--|

Effective 7/1/2009, the following differential is added.

| | |
|---|--|
| Building and Engineering permit staff grade M30 and below | International Code Council Permit Technician certificate – 2.5% |
|---|--|

An employee is eligible for a maximum of 10% differential under the provisions of this exhibit.

EXHIBIT B

HEALTH AND WELFARE

The City will provide the following benefits for all regular fulltime members of the bargaining unit subject to waiting periods required by the insurance carriers for new employees.

1. A full-family dental plan.
2. City-paid \$50,000 life insurance policy for the employee.
3. A full-family major medical/vision plan.
4. City contributes employer's share for Social Security or its successor.
5. City paid industrial accident insurance.
6. City contributes employer's and employee's share for PERS retirement or its successor. Until July 31, 2004, the employee share for PERS retirement shall be paid by the employee. Effective August 1, 2004 and thereafter, the employee's share will be paid by the City.
7. City-paid long-term disability insurance plan Class A equaling 66 2/3% of the employee's salary (up to \$3,000).

Regular full-time employees shall be covered by a medical, dental and vision plan selected by the Association for the benefit of its members, which new plan shall also provide coverage for current retirees of the City of Medford who were previously enrolled in the health plans administered on behalf of the employees of the association.

Continuing health insurance contributions in effect on the date prior to execution of this agreement, the city's contribution shall be no more than \$825 per month per covered employee, with the remaining share paid by the employee through December 31, 2007. Effective January 1, 2008, the City's contribution shall be no more than \$900 per month, with the remaining share paid by the employee. Effective January 1, 2009, the City's contribution shall be no more than \$975 per month. Effective January 1, 2010, the City's contribution shall be no more than \$1,050 per month. Effective January 1, 2011, the City's contribution shall be no more than \$1,125 per month. Any employee contribution for health, dental or vision coverage shall be paid by payroll deduction. Retirees will pay the cost of their selected coverage, except that the City shall contribute the calculated amount per month which represents the premium surcharge for retiree coverage. Should the insurance premium for medical, prescription, dental and vision care be less than the maximum city contribution specified in the this section, the difference between the maximum city contribution and the health insurance premium shall be contributed semi-monthly to each employee's HRA VEBA account.

The City shall maintain a program under Section 125 of the Internal Revenue Code which allows any health insurance premium paid by an employee to be done on a pre-tax basis, and contains a flexible spending account for unreimbursed medical expenses and dependent child care expenses, as provided by Federal law.

MEMORANDUM OF UNDERSTANDING REGARDING CUSTODIANS

It is agreed that the paging of custodians directly by ancillary departments will be halted with the exception of exigent circumstances which may arise in a 24-hour work shift department. It is further understood that the standard of cleanliness may change, as time constraints of the agreed upon day-to-day, monthly and annual maintenance schedule may not allow thorough cleaning of some areas each shift.

It is further agreed that service request forms will be completed by departments requesting building services and the Parks and Recreation Department will work with the Technology Services Department in making this form available via Microsoft Outlook. It is not expected of the custodians to interrupt their work schedule to attend to any task which may be presented to them unless there is exigent circumstances associated with the task.

It is further agreed that the custodians may use their discretion in use of the 30-minute flex work time during their shift to attend to work-related tasks.

It is understood that on occasion, overtime for the custodian classifications may be requested and/or approved for big or special projects via the supervisor of this classification.