

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF PENDLETON
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 503/OPEU

JULY 1, 2015 to JUNE 30, 2018



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AGREEMENT

ARTICLE 1 - PREAMBLE AND STATEMENT OF PURPOSE

The parties to this Agreement are the CITY OF PENDLETON, OREGON an Oregon municipal corporation, hereinafter referred to as "City" or "the Employer" and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503/OPEU; hereinafter referred to as the "Union". It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the City, and to provide an orderly and prompt method for handling and processing grievances.

ARTICLE 2- RECOGNITION

SECTION 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and conditions of employment.

SECTION 2. Definition For the purpose of this Agreement, members of the bargaining unit shall be all career-service employees of the City excluding employees in recognized or certified Pendleton Police and Fire Fighters Bargaining Units and supervisory and confidential employees within the meaning of the Oregon Public Employee Collective Bargaining Act.¹

SECTION 3. Non-Discrimination This Agreement shall be applied equally to all employees represented by the Union without discrimination as to age, gender, marital status, race, color, creed, handicap, religion or national origin. The Union shall share equally with the City the responsibility for applying the provisions of this paragraph.

SECTION 4. New Classifications The City shall notify the Union of its decision to change or add any new classifications. Notification shall be in writing or by e-mail to the Local 938

¹ The parties hereto recognize the following positions are excluded: City Manager, Administrative Services Officer/City Recorder, Administrative Assistant, City Attorney, Prosecuting Attorney, City Attorney's Executive Secretary, Finance Director, Accounting Supervisor, Chief of Police, Police Manager/ Lieutenant, Police Sergeant, Fire Chief, Assistant Fire Chief/Fire Marshal, City Engineer, Associate Engineer, Special Projects Engineer, Parks, Recreation and Cemetery and Facilities Director, Park/Cemetery Foreman, Recreation Program Supervisor, Facilities Supervisor, Director of Planning and Building, City Planner, Building Official, Convention Center Manager, Airport Manager, Economic Development Specialist, Wastewater Treatment Plant Superintendent, Regulatory Specialist, Youth Programming Supervisor, Water Operations Manager, Landscape Design/Program Manager, Library Director, Assistant Library Director, Public Works Director, Judge, Public Works Superintendent, and Water Superintendent.

The parties also agree to the exclusion from the bargaining unit of certain temporary and seasonal employees. The temporary employees to be excluded are (1) persons working for the City under community service referrals from the municipal, state, and federal courts, and from the juvenile justice system; (2) volunteer senior citizens; and (3) employees in "jobs training" programs referred from the ECOAC, Blue Mountain Community College, and from various internship and minority group programs. The seasonal employees excluded by stipulation consist of (1) the group employed during the summers at city swimming pools as lifeguards and pool attendants; (2) those employed in City parks departments as temporary laborers and janitorial workers where the ability to maintain services and operate programs are contingent on employee costs; and (3) recreation employees seasonally working at City Parks and recreation facilities setting up and supervising arts, crafts, games and activities.

President and the SEIU Local 503 Pendleton Field Office. If the City and the Union cannot agree within thirty (30) days whether a position is supervisory or confidential or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board.

SECTION 5. Career-service Career-service employees are those employees who have satisfactorily completed their one (1) year probationary period.

ARTICLE 3 - UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. Dues Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives shall be promptly forwarded to the Union. Those received by the Union will be copied and provided to the City. The Union will maintain the written, electronic and recorded oral authorization records. The amounts to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted to the Union monthly. Changes in dues structure shall be limited to one (1) per year.

Any written, electronic or recorded oral dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one (1) year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between the City and the Union, whichever occurs first, the employee must notify the Union and the City in writing, with their valid signature, of their desire to revoke this authorization.

The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any payment of any Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of provisions of this Article upon presentation of evidence.

SECTION 2. Fair Share All employees in the bargaining unit who are not members of the Union shall make fair share payments in lieu of dues to the Union. Fair share deductions shall be made after the first full month of employee service.

SECTION 3. Religious Exception Bargaining unit members who exercise their right of non-association based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to a fair share assessment to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the Employer within fifteen (15) days of the time dues or fair share payments would have been taken out of the employee's paycheck. The Employer shall within fifteen (15) calendar days of its receipt, send a copy of such certification to the Union. If an employee fails to provide certification to

the Employer by the fifteenth (15th) day, the Employer shall resume dues or fair share deductions until such notice is provided.

The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City, or any City representative, against any employee because of any lawful activities in an official capacity on behalf of the Union.

SECTION 4. Itemized reconciliation The "itemized reconciliation" of Union members and fair share payers shall include:

- A. A heading indicating the name of the Employer, the period covered and whether it is a reconciliation for dues payers or fair share payers;
- B. A listing of the dues payers or fair share payers in alphabetical order by last name which would include the following information in the following order:
 - Payroll number
 - Name (last name first)
 - Base pay
 - Dues or fair share amount paid

Type of change (if any) since the last reconciliation; terminations; layoffs, retirements, cancellations, leaves without pay, return from leaves without pay, new members, salary changes, name changes, or any other personnel action which might affect the amount of dues withheld.

The Employer agrees to automatically adjust the dues amount or fair share payment for employees whose base salaries increase or decrease during the term of this Agreement.

SECTION 5. Union Business Reasonable time off without loss of pay and access to employee work locations may be granted to an officer of the Union or its officially designated representative for the purpose of processing grievances. Permission shall not be unreasonably withheld. Such officer or representative shall not enter any work location without informing and receiving the permission of the Department Head. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership (other than the orientation described below) and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and/or distributing literature, shall not be conducted during regular City working hours.

SECTION 6. New Employee Orientation Twenty (20) minutes shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organization benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make the presentation. The employer will provide the Union reasonable notice of the place and time of meeting for the orientation of new employees. If a Union representative is not available during the new employee

orientation, the Union representative may request to meet with the new employee or group of new employees in the bargaining unit at a later date. Subject to prior supervisory approval(s), regarding scheduling, the new employee and the Union representative will be allowed to meet on work time to cover these items.

SECTION 7. Negotiating Team The negotiating team of the Union, to be comprised of not more than three (3) employees, shall be permitted to attend negotiation meetings with the City representatives without loss of pay relative to securing agreement renewal. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Upon request, the City may allow additional time off for the purpose of preparing for such meetings.

ARTICLE 4 - WAGES AND SALARIES

SECTION 1. Cost of Living Adjustments Salaries shall be adjusted during the period of this agreement as follows (see salary scales attached as Appendices A):

Effective July 1, 2015 – each step shall be increased by 2%.

Effective July 1, 2016 – each step shall be increased by 2.5%.

Effective July 1, 2017 – each step shall be increased by 2%.

SECTION 2. Classifications/Pay Ranges The job classifications and position titles shall be assigned the Salary Range Numbers as set forth in Appendix A.

SECTION 3. Part-time Employment Employees working on a part-time basis shall be paid a prorated share of the monthly salary of the position class and step number in which they are employed, based on the hours actually worked. For example:

- (1) .5 FTE basis = monthly salary x .5
- (2) .75 FTE basis = monthly salary x .75

All benefits including PERS, vacation, sick leave, sick leave bonus, etc., shall be prorated on the same basis.

SECTION 4. Step Increases Employees will be eligible for consideration of step increases within the range assigned one (1) year after the hiring or promotion date as the case may be, and six (6) months thereafter, which is eighteen (18) months after the hiring or promotion date, and annually thereafter, provided the criteria for each step is met, until the top step is attained.

In addition, employees will receive a pay increase as soon as they qualify under the PERS rules for the 6% contribution to begin, which will typically be at six (6) months, but could be sooner if employee has previous PERS qualifying experience.

Assuming the criteria for movement is met, employees in the classification of Building Utility Worker shall be eligible to move into the Utility Worker 1 range after being at the top step of the Building Utility Worker range for a period of one (1) year. The same process is applicable for the classification of Office Specialist 2 moving to Office Specialist 3 and the

classification of Utility Worker 1 moving to Utility Worker 2 except in the case where the Utility Worker 1 range is obtained by beginning in the Building Utility Worker classification.

SECTION 5. Certification Pay

A. Employees in the following designated classifications who are hired into positions that allow them to have or to obtain the specified certifications shall be moved up one (1) pay range, or by five (5) percent if they are at the top pay range.

Position	Certification
Utility Worker 1 Utility Worker 2	Water Distribution Waste Water Collection Water Treatment Waste Water Treatment
Utility Worker 3	Water Distribution II Waste Water Collection III Water Treatment I Waste Water Treatment III
Utility Worker 1 Utility Worker 2 Utility Worker 3 (Parks only) Airport Operations & Maint. Specialist 3 Sr. Account Clerk (Utility Billing)	Pesticide/Herbicide Spray Backflow and Cross Connection Playground Safety
Building/Utility Worker	Boiler/HVAC Pool Operator
Building Maintenance Technician	Pool Operator

B. Employees in the Building Inspector classifications will be eligible for a one-step (3.32%) pay increase if they obtain any of the additional certifications from the list below:

<u>Building Inspector 1</u> <u>(up to a maximum of 2 additional certifications)</u>	<u>Commercial Structural</u> <u>Commercial Mechanical</u> <u>Commercial Plans</u> <u>Fire/Life Safety Plans</u> <u>Commercial Plumbing</u> <u>Commercial Electrical</u> <u>Residential Family Plumbing</u> <u>Residential Family Electrical</u>
<u>Building Inspector 2</u> <u>(up to a maximum of 3 additional certifications)</u>	<u>Commercial Structural</u> <u>Commercial Mechanical</u> <u>Commercial Plans</u> <u>Fire/Life Safety Plans</u> <u>Commercial Plumbing</u> <u>Commercial Electrical</u>

Employees must provide copies of the certifications in order to receive the additional pay. The certification pay will become effective on the first of the month following receipt of the certification. Certification pay will not be retroactively applied.

SECTION 6. Shift Differential Employees who work between the hours of 6:00 p.m. and 6:00 a.m. shall receive a differential of \$1.50 per hour. This shall not apply to overtime situations.

ARTICLE 5 - INSURANCE AND BENEFITS

SECTION 1. Health & Life Insurances The City will continue to provide medical, dental, vision, and life insurance for the employee through the City County Insurance Services (CIS). The City will provide the same Regence Blue Cross High Deductible Health Plan with a Health Savings Account (HDHP-1 w/HSA) with a \$1500/\$3000 deductible, and Alternative Care Rider, Dental Option II, VSP (12/12/24) vision plan, and \$10,000 Standard Life, or coverage that is substantially equivalent on the whole. The City will pick up the cost of the premium for Vision insurance for the employee only. Employees will continue to pay 100% of the cost of the premium for any dependents. In the event any of the above listed insurance plans are discontinued during the term of this agreement, the parties agree to negotiate for a successor policy related only to the discontinued plan.

a. **HSA Contributions** In addition, the City will deposit annually into employee's HSA plans \$1,200 for an individual plan, \$2,500 for a 2-party plan and \$2,300 for a family plan. These contributions will be made January 1st of each year. Such amounts may be used to pay for the employee's deductible costs or other qualifying medical expenses. Employees working on a part-time basis shall receive a pro-rated benefit.

b. **VEBA Contributions** Employees with dual health coverage (are covered by a secondary health insurance that is not a high deductible health plan), are not eligible for HSA plans, so will have the equivalent amount (\$1,200, \$2,500 or \$2,300) deposited into a VEBA account on the same annual schedule.

SECTION 2. Premiums The City will pay 100% of the premium for covering the employee, and 80% of the cost of dependent coverage, except as noted for the vision plan in Section 1 above. Employees will pay the remaining 20% of the cost of premiums for dependent coverage. Employees working on a part-time basis shall receive a pro-rated benefit. To be eligible for the City's contribution toward insurance premiums, the employee must have worked at least half of the work days in the calendar month, or be eligible for continuing insurance coverage by reason of a qualifying FMLA absence.

Life changing events may create individual open enrollment selection periods.

SECTION 3. Pre-tax Program The City agrees to continue participating in the Flexible Spending Accounts that allow premiums and/or qualifying dependent care expenses to be paid pre-tax. Qualifying selections by employees will reduce the tax obligation on salary to the extent the plans are utilized.

SECTION 4. Wellness Program The Union and City agree to participate in a health and wellness program and committee to assist in the development of a health and wellness program.

SECTION 5. Dependents The employee shall notify the City any time there is a change in the status of the dependents. Dependents eligible for the above listed insurance include the employee's current spouse, same sex domestic partner and the children and stepchildren of the employee who qualify for dependent insurance coverage under the City's insurance plan.

SECTION 6. Retirement During the life of this Agreement, the City will continue to participate in the Public Employees Retirement System (PERS).

- a. Employee contribution. The employee share of the contribution, six (6) percent, will be deducted from the employee's gross monthly wage.
- b. Eligibility. The employee's six (6) percent contribution will begin as soon as they are qualifying under the PERS rules, which will typically be at six (6) months of service, but could be upon hire if already a PERS qualifying member.

SECTION 7. Health Insurance Committee The City agrees to participate in an annual meeting with up to three (3) bargaining unit employees of the Union's choosing to review health insurance concerns and plans. This committee is advisory only. Any suggested change requires City and Union ratification through written agreement.

ARTICLE 6 - PROBATION

SECTION 1. New Hires Every newly hired employee shall serve a probationary period of one (1) year to enable departmental supervisors to observe and evaluate the work of the employee and to encourage the employee's adjustment to the job and service to the City. Such probationary employee shall not be subject to review under the grievance procedures/Article 8 of this Agreement. An employee who does not receive a performance evaluation before completing six (6) months service shall be deemed to have successfully completed their probation period and will be considered a career service employee.

SECTION 2. Promotions Employees promoted into a new position or different position will serve a six (6) month probationary period in the new position. During this time the employee may elect to return to their previous position and rate of pay without penalty or the City may determine that the employee is unable to perform the duties of the new position, in which event the employee shall be returned to their previous position and rate of pay. After an employee has satisfactorily completed their probationary period in the new position, the employee will be considered regularly assigned to the new position.

During this probationary period, the employee may request to be removed from trial service.

ARTICLE 7 - MANAGEMENT'S RIGHTS

SECTION 1. It is understood that the City possesses the sole and exclusive right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement or current City policy is retained by the City.

SECTION 2. Excluding those rights which are superseded by this Agreement, management shall have, but not be limited to, the following rights:

- A. To determine personnel, methods, procedures and means by which City operations are conducted.
- B. To manage and direct the employees.
- C. To direct, supervise, hire, schedule, promote, transfer, assign, train or retrain employees.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against the employee for just cause.
- E. To determine the size and composition of the work force and to lay off employees because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance; maintain and improve the efficiency and effectiveness of operations; purchase and utilization of equipment and overall budgetary control.
- G. To schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. To establish job descriptions, work rules and rules of conduct.
- I. To retain statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting and subcontracting is vested in the City, including the exercise of said contracting and subcontracting rights in the event of emergency, or essential public need or where it is uneconomical for City employees to perform said work.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

SECTION 1. Definition of Grievance A grievance shall be defined as a dispute or disagreement raised by any employee against the City involving the interpretation or application of the specific provisions of this Agreement.

SECTION 2. Procedural Steps

Step 1. An employee who has a grievance shall submit it in writing, to the immediate supervisor, within fourteen (14) calendar days after the occurrence, or in the case of an issue affecting payroll, within five (5) days worked following the receipt of the pay check for the date of the alleged occurrence. The supervisor shall give the written answer within seven (7) calendar days after such presentation.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 it shall be referred in writing to the Department Head within seven (7) calendar days after the immediate supervisor's answer in Step 1 and shall be signed by the employee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. If no settlement is reached, the Department Head, or representative, shall give the Department's written answer to the employee within seven (7) calendar days. In instances where the immediate supervisor is the Department Head, Steps 1 and 2 shall be

considered the first step with the employee submitting the written grievance within fourteen (14) calendar days of the occurrence and the Department Head providing a written response within fourteen (14) calendar days of receipt.

Step 3. If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred in writing to the City Manager within seven (7) calendar days after the answer in Step 2. A meeting between the City Manager, or representative, and the employee and the Union representative, if requested, shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed. If no settlement is reached, the City Manager, or City Manager's representative, shall give the City's written answer to the employee within seven (7) calendar days following the meeting.

SECTION 3. Arbitration A dispute or disagreement involving the interpretation or application of specific provisions of this Agreement may be submitted to arbitration under the following conditions:

- A. All steps provided for in the grievance procedure must first be exhausted by both parties.
- B. The issue must involve the interpretation or application of a specific provision of this Agreement.
- C. Written notice of a request for arbitration must be filed with the City Manager within fourteen (14) calendar days of receipt of the answer for the last step of the grievance procedure.
- D. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall, within fourteen (14) calendar days of the appeal, jointly request the Oregon Employment Relations Board to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator. The parties shall be bound by the rules of the Oregon Employment Relations Board.
- E. The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.
- F. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator shall issue their decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in accordance with the rules of the American Arbitration Association.

- G. The City and the Union will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

SECTION 4. Timelines The failure to meet a timeline on the part of the Union shall result in the forfeiture of the grievance. The failure by the City to meet a timeline at any step of the grievance procedure shall result in the grievance automatically moving to the next step. The City's timeline to respond to the grievance at the next step begins the day after the response was due at the previous step.

ARTICLE 9 - STRIKES AND LOCKOUTS

SECTION 1. The Union agrees that it will not conduct any strike, slowdown, or work stoppage during the life of this agreement. Any employee who engages in such activity is subject to immediate dismissal.

SECTION 2. The City agrees there will be no lockout of Union members during the life of this Agreement.

ARTICLE 10 - HOURS OF WORK

SECTION 1. Definitions The normal work week shall be forty (40) hours per week consisting of:

- A. Standard - Five 8 hour days, typically 8:00 am–5:00 pm, Monday through Friday; or
- B. Irregular - Four 10 hour days. A 4/10 schedule must be approved by the Department Head, who shall determine the work days and start time;
- C. Flex Time - a flexible work schedule varies the number of hours worked in a day, or the starting and stopping times for work (not necessarily each day), but does not exceed forty (40) hours within a one (1) week period, and is agreed upon in advance by the employee(s) and the supervisor.
- D. Alternate – a work schedule approved the Department Head and the City Manager, which establishes a different work schedule than those listed above that starts before the Standard 8:00 am and terminates 8½ - 9 hours later, depending on the lunch period.

SECTION 2. Establishing Work Schedule An employee may request in writing to work an irregular (4/10), or alternate schedule. The establishment and/or alteration of a work schedule for any department, division, or individual will be at the sole discretion of management, who may consider:

- A. That the alternative schedule will improve, or not interfere with service delivery;
- B. That the operational needs of the Department are met;
- C. That the needs of the public are adequately served;
- D. That the alternative work schedule will neither exceed forty (40) hours for the week nor incur overtime.

If an employee's request for an altered work schedule is denied, the employee may appeal

the decision to the Department Head. If the request is denied by the Department Head, the employee may make an appeal to the City Manager. The City Manager's decision is final, and not subject to the grievance procedure.

SECTION 3. Lunch Period There shall be a one (1) hour lunch break for all bargaining unit employees unless a thirty (30) minute lunch break period is granted by the Department Head and City Manager.

SECTION 4. Closing Activities All tools and equipment will be returned to their normal place of storage during the work period. The time necessary for this purpose is authorized for employees working in the field, but in no case shall it exceed thirty (30) minutes.

ARTICLE 11 - OVERTIME

SECTION 1. Eligibility All employees shall be compensated at a rate of time and one-half for work under the following conditions: all authorized work performed in excess of eight (8) hours in any workday with the exception of flexible or irregular work schedules, and except as provided herein; work performed on a holiday, except as outlined in Section 5 of this Article. All overtime must be authorized, in advance, by the employee's supervisor unless in the case of an emergency.

SECTION 2. Pay Increments Where overtime is an extension of the normal eight (8) hour work day, there will be no minimum overtime hours paid. Overtime will be computed in one-half (1/2) hour increments as follows:

Less than 14 minutes	None
15 minutes to 44 minutes	One-half hour
45 minutes to 60 minutes	One hour

SECTION 3. Call-Back An employee called back for work, except as described in Section 5 of this article, shall be entitled to a minimum of two (2) hours of overtime pay. The overtime period shall begin at the time of reporting to work and terminate at the end of the work effort. Overtime payment shall cease in the event the call back extends into the beginning of the normal work day.

SECTION 4. Water and Resource Recovery Weekend/Holiday Policy Each Public Works Department employee shall be paid a minimum of two (2) hours overtime at a rate of one and one-half (1½) times the employee's hourly rate for being required to perform routine system checks during each day falling on an assigned week-end or holiday. Week-ends are defined under this Section as the time outside the employee's regularly scheduled work week; Holidays are those defined in Article 14 of this contract. The weekend schedule shall be made and posted by December 31 for the following calendar year. The employees in the water supply and resource recovery Departments shall have assigned holiday duty. Such assignments are normally on a three (3) year rotation schedule with no holiday assignment repeated within the three (3) years, i.e. an employee would normally work the 4th of July once in a three (3) year cycle. Effort is made not to split the

consecutive holidays (i.e. Christmas and Christmas Eve are considered one (1) holiday for assignment purposes).

The routine system checks shall include but not be limited to, activities such as:

1. Checking process instrumentation and monitoring equipment;
2. Checking chemical tank levels;
3. Completing reporting information; and/or
4. Any routine activities assigned by the Public Works Director or designee.

If the employee completing daily routine system checks receives a call-out during the two (2) hour minimum daily routine system check, then response to the call-out is a continuation of the initial two (2) hour minimum overtime work. Additional call-outs, after the routine system check is completed will be compensated according to Section 3 of this Article.

SECTION 5. Cash/Compensatory Time The employee shall have the option of receiving overtime compensation in cash or in compensatory time off if overtime is required. The employee must indicate at the time of the work effort whether cash or compensatory time is the choice. An employee may accumulate compensatory time to a total not to exceed eighty (80) hours. After the cap is reached, cash payment will be the only option available to the employee until the accrued total is reduced. The Department Head may, at any time, require the employee to use the compensatory time. Assigned compensatory time would be taken on a Monday or Friday with seventy two (72) hours' notice to the employee. An employee may cash out compensatory time upon approval of the Department Head.

ARTICLE 12 - VACATIONS

SECTION 1. Accrual Employees shall earn paid vacations according to the following schedule:

Length of Service	Length of Vacation
Less than Six (6) Months	None
Less than One (1) Year, but more than Six (6) Months	Employee shall be credited with five (5) days upon completion of six (6) months of service and accrue five (5) days thereafter at the end of one (1) year
Less than Five (5) Years	10 days (2 weeks)
Five (5) Years, but less than Ten (10) Years	15 days (3 weeks)
Ten (10) Years or More	20 days (4 weeks)

SECTION 2. Scheduling Subject to the staffing requirements of the City, vacations shall be scheduled at the request of the employee. Any denials of written vacation requests shall be in writing. Preference in division vacation scheduling shall be by the City seniority subject to Department Head approval. Such exercise of seniority shall be limited to one (1) exercise of two (2) weeks-vacation selection for each calendar year; this selection may be made in either a block of two (2) weeks, or a total number of ten (10) working days. An employee may exercise their seniority to bump an employee with less seniority from vacation no more than once every other year. The first selection shall be made annually by

the 30th of January of each calendar year. If an employee has twice been denied their request for their desired time for vacation, the third request shall be referred to the Department Head or the City Manager, depending on which would be the next level of supervision, for review and consideration. Extended vacations (a vacation of more than two (2) weeks duration) may be arranged by mutual agreement between the employee and the Department Head, with approval from the City Manager.

All bargaining unit employees will be allowed to accumulate only one half of the vacation amount accrued during a calendar year as per this article. In October of each year, the City will determine which employees have not used half of their accrual, and will notify them how much time must be used before the end of the year. If the employee does not schedule the use of vacation leave during that period, they will forfeit that portion of the leave accrual not used under this section. However, if an employee schedules or requests leave time under this Section, and is unable to take it for operational reasons, then the leave will not be forfeited. The City may mandate vacations for employees who have not scheduled this time off by October 15 of each year. An employee who has received written permission for a calendared vacation shall have priority for that vacation to a more senior employee once written permission is received from the Department Head and after the exercise of preference in vacation scheduling as stated. The definition of seniority as provided in Article 21 for vacations is limited to the exercise of vacation scheduling.

SECTION 3. Use Subject to the staffing requirements of the City, employees shall be encouraged to plan and use vacations within one (1) calendar year after the year in which the vacation is earned. New employees shall not be permitted to use vacation during the first six (6) months of employment.

SECTION 4. Maximum Accrual Vacation leave credits shall be accumulated up to a maximum of six hundred (600) hours. If an employee reaches the six hundred (600) hour maximum and requests to take vacation leave, they shall not forfeit vacation hours if their request is denied. Vacation amounts over the cap must be used within forty-five (45) days. An employee who separates from City service, shall be eligible to receive payment for any unused vacation leave, up to a total of two hundred (200) hours maximum, except when terminating employment for the purpose of retiring within the PERS system, in which case, the employee will receive payment for up to three hundred twenty (320) hours of accumulated but unused vacation credits. Upon the death of the employee, the employee's heir(s) will be entitled to payment for unused vacation accrual up to four hundred (400) hours.

ARTICLE 13 - PROTECTIVE CLOTHING AND UNIFORMS

The City will provide, where needed, the following uniforms and protective clothing:

- A. Coveralls for the Shop Mechanic, Wastewater Treatment Plant personnel, and also Street, Construction and Repair, and Water personnel as needed for working in traffic and asphalt. Maintenance of coveralls will be provided.
- B. Uniform Clothing will be provided for all members of the bargaining unit who work in the Public Works, Parks & Recreation, Community Development and Airport

Departments except those employees whose work is routinely considered to be office related or clerical in nature as follows:

1. The City will furnish uniform clothing to employees when it is required to be worn. Cost annually shall not exceed \$200 per employee.
 2. Uniforms may consist of shirts, coats, coveralls, pants and safety footwear, as determined appropriate by department supervisors. The number of shirts provided per employee shall not exceed six (6) per year.
 3. The laundry and maintenance of the uniforms are the responsibility of the employee.
 4. Any employee furnished uniform clothing will be required to wear it during all normal working hours, except Community Development employees who are required to wear uniform clothing only when working out in the field. Uniforms may not be worn during off duty hours.
 5. All uniform shirts and coats shall have a City emblem on them.
 6. Employees may annually choose from a list of pre-selected clothing options and order or purchase those items any time during the year upon prior approval of the supervisor.
- C. Rain gear, hats, t-shirts, safety vests and other personal protective items will be provided as needed by the City for the same positions as listed in Section B.

ARTICLE 14 - HOLIDAYS

SECTION 1. The following holidays shall be designated as official holidays:

- New Year's Day
- Presidents' Day (Third Monday of February)
- A floating holiday chosen by the employee and approved by the employee's Department Head
- Memorial Day
- Fourth of July
- Labor Day
- Wednesday and Thursday afternoon of Round-Up Week, three (3) hours each day. (On Wednesday and Thursday of Round-Up, Departments will close at 1:00 p.m.; normal work hours will be 8:00 a.m. to 1:00 p.m. with no lunch break)
- Friday of Round-Up Week
- Veterans' Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

SECTION 2. Alternate Holidays If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on Sunday, it will be observed on the following Monday. In

departments where the normal work schedule includes Saturday hours, such as the Library, a holiday falling on Saturday will be observed on Saturday, rather than Friday. For employees whose day off is Saturday, the holiday will be assigned by mutual agreement of the employee and the Department Head. Every effort will be made to schedule the holiday as close as possible to the holiday and in conjunction with the employee's days off.

SECTION 3. Part-time Holiday benefits for career-service part-time employees shall be granted on a pro rata basis (hours per week divided by forty).

ARTICLE 15 - SAFETY AND HEALTH

SECTION 1. Dangerous Compressed Gasses Classes in the safe handling of chlorine and other potentially dangerous compressed gases will be conducted by the City for personnel who are required to handle these substances. The City will determine the personnel authorized to attend the classes.

SECTION 2. Reporting Safety Concerns If an employee claims that an assigned job, vehicle or equipment is unsafe or might unduly endanger his/her health and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to their Supervisor. The Supervisor shall make a safety determination and respond in writing within seven (7) calendar days. If the employee disagrees with this determination, the employee may appeal the decision to the Department Head. If the request is denied by the Department Head, the employee may make an appeal to the City Manager. The City Manager's decision is final and not subject to the grievance procedure.

SECTION 3. Emergency Closures In the event that any City office closes due to inclement weather, national crises, or other emergency, affected employees shall receive notification from a Supervisor via phone call no later than one (1) hour prior to the start of their shift, if reasonably possible. Employees who cannot work due to an emergency closure shall be paid for the hours that they are scheduled to work up to one (1) day. The employee shall have the choice to use vacation leave, compensatory time, or unpaid personal leave towards any closure lasting longer than one day. Employees whose duties require them to work during an emergency shall be paid for all hours worked, and for the remainder of any shift that may not be completed if sent home early.

ARTICLE 16 - WORKING OUT OF CLASSIFICATION

During routine operations when an employee is temporarily assigned to fulfill the duties and responsibilities of a higher classification for a period of more than ten (10) work days within a thirty (30) day period excluding days off, the employee shall receive written notice of the assignment no later than the eleventh (11th) day and shall receive a working-out-of-class differential which shall be computed beginning the sixth (6th) work day and continue thereafter until the employee is relieved of the duties of the higher classification.

The working-out-of-class differential shall be paid based on the first step of the higher classification that provides for an increase in pay, such as would be paid if the employee were promoted into that position.

ARTICLE 17 - SPECIAL ALLOWANCE

SECTION 1. Mileage Whenever an employee is authorized and directed by the Department Head to use a personal vehicle in the performance of official City duties, the employee shall be compensated at the then current City compensation rate.

SECTION 2. Travel When an employee's duties require the employee to travel outside of the City or to attend an off-premise training course, seminar or similar function, the City agrees to reimburse the employee for costs of necessary lodging and meals equal to the City's then current policy.

SECTION 3. Tool Allowance The City shall pay fifty (\$50.00) dollars per month to the employee in the classification of "Mechanic" for the purchase and maintenance of personal tools.

ARTICLE 18 - SICK LEAVE AND HARDSHIP LEAVE

SECTION 1. Sick Leave.

- A. **Full-time** Sick leave shall be earned by each career-service full-time employee in the City service at the rate of one (1) work day for each full month of service. Sick leave shall not accrue during any month when an employee has a leave of absence without pay that is equal to or greater than one-half the work days in a calendar month. Sick leave may be accumulated up to a maximum of 1,500 hours, which is reportable to PERS at termination or retirement.
- B. **Part-time** Career-service part-time employees may accrue sick leave in an amount proportionate to that which would be accrued under career-service full-time employment.
- C. **Usage** Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee. Such sick leave may be utilized only for the benefit of the employee and members of the immediate family as defined by the family leave laws.
- D. **Bereavement Leave** Sick leave, to a maximum of two (2) weeks may also be used for a death in the immediate family as defined by the Oregon Family Leave Law (ORS 659A.150(3)). Absence from work to attend funerals for any other persons will be charged to vacation leave or leave without pay.
- E. **Certification** A supervisor may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

- F. Non-cashable No compensation for accrued sick leave shall be allowed for any employee when separated from the City service, except as provided through the Public Employees Retirement System (PERS). Sick leave shall not accrue during any period of leave of absence without pay.
- G. Sick Leave Bonus. Employees who normally work forty (40) hours per week and who use 17-24 hours sick leave per fiscal year shall receive eight (8) hours bonus leave to be used during the subsequent fiscal year; those who use 9-16 hours sick leave shall receive sixteen (16) hours bonus leave; those who use 0-8 hours sick leave shall receive twenty four (24) hours bonus leave. Part-time employees who are eligible shall have this benefit prorated as stated in Article 4, Section 3. To be eligible, employees must have been in City service on a full-time or part-time basis for a full fiscal year. Bonus leave will be granted in the fiscal year subsequent to the year it is earned, it is non-accumulative and it is non-compensable.

SECTION 2. Family Medical Leave Family Medical Leave shall be granted in accordance with the Oregon Family Medical Leave Act (OFLA) and the Federal Family Medical Leave Act (FMLA). Employees may use their accrued paid leaves in whatever order they desire. All accrued paid leave must be exhausted before an employee can go into leave without pay status.

SECTION 3. Hardship Leave Employees shall be allowed to donate up to eighty (80) hours of vacation per calendar year to co-workers with a qualifying medical hardship (as defined by the FMLA/OFLA laws) who have exhausted all of their accrued paid leave and will be in unpaid status for at least one (1) week (5 working days). Donations must be submitted in writing on a form provided by the City to the Administrative Services Officer, and will be confidential. Donations may not substitute for the requirement to take half of their own accrued vacation per year.

ARTICLE 19 - OTHER LEAVES OF ABSENCE

SECTION 1. An employee holding a position in the City service shall be granted a leave with pay for:

- A. Service with a United States, State of Oregon or City of Pendleton jury, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money received for jury service.
- B. Attendance in the United States, State of Oregon or City of Pendleton court in connection with an employee's officially assigned duties, including the time required going to the court and returning to work.
- C. Other authorized duties in connection with City business.
- D. Military leave to the extent authorized under Oregon law.

SECTION 2. Leave of Absence Without Pay In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Department Head, subject to approval of the City Manager, may grant a leave of absence without pay not to exceed ninety (90) calendar days. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Normally such leave will not be approved for any employee who is accepting employment outside the City service.

SECTION 3. Leave Credit Following Re-employment An employee who is re-employed within one (1) year following a layoff or an expiration of leave without pay shall have sick leave credits accrued, but unused, during the previous employment restored. An employee who is reinstated within one (1) year after voluntary separation may, at the discretion of the Department Head, have all or a portion of sick leave credits restored, except as stated in Article 18 –Sick Leave and Hardship Leave.

ARTICLE 20 - PROMOTIONS

SECTION 1. Posting The Employer will post internally, first, before filling a position, for seven (7) calendar days the opportunity to apply for vacant bargaining unit positions. This may be done alone, or concurrent with an external recruitment search.

SECTION 2. Interview All bargaining unit employees who apply, as per Section 1 of this Article, and who meet the minimum qualifications for the position, will be offered an interview.

SECTION 3. Selection The Employer will give first consideration to all qualified bargaining unit employees who apply for such opening; however, the City reserves the right to select the most qualified applicant.

ARTICLE 21 - SENIORITY

Seniority means an employee's length of uninterrupted service with the City and shall be computed from the date the employee began continuous service with the City.

- A. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, if reinstated within one (1) year of the layoff date previous service upon re-employment shall count toward seniority.
- B. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the accrual of seniority; however, previous service upon re-employment is counted toward seniority.
- C. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count toward seniority.
- D. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause and retirement.

ARTICLE 22 - LAYOFF

SECTION 1. Order of Layoff If it becomes necessary to lay off employees, those with the least city-wide seniority within the classification being reduced shall be laid off first. Employees affected by any layoffs shall have the right to bump less senior employees in the same or lower range within a job classification family (see list below) for which they

meet the minimum qualifications and are physically able to perform the duties on the employment classification.

An employee notified of a pending layoff shall communicate to the City in writing within seven (7) calendar days from the date the employee is notified in writing of their layoff choice:

1. The employee may displace (bump) the employee in the City with the lowest seniority in the same or lower salary range within their job classification family.
2. The employee may displace an employee from an alternative job classification family from the same or lower range if the employee previously held regular (not temporary) status in that classification family and for which he/she is still qualified.
3. The employee may elect to be laid off. Such employee shall be placed on a layoff list from which they may be recalled as described in Section 2 below.

Job Classification Families:

Office/Administrative Family		Field/Technical Family	
Range		Range	
21	Special Projects Coordinator	23	Building Inspector Engineering Technician 3 WWTP Operations Technician
20	Youth Services Librarian	22	Laboratory Technical Manager
17	Office Specialist 3 Senior Account Clerk Municipal Court Clerk	21	Engineering Technician 2 Junior Planner Utility Worker 3 w/certification
15	Engineering/Planning Aide	20	Airport Op & Maintenance Spec. 3 Facilities/Maintenance Tech 3 Mechanic PW Purchasing Agent WWTP Operator 2 Utility Worker 3
14	Accounting Clerk	19	Engineering Technician 1 Planning/Building Technician 1 Utility Worker 2 w/certification
13	Office Specialist 2	17	Airport Op. & Maintenance Spec. Building Maintenance Technician Utility Worker 2 WWTP Operator 1
12	Library Assistant 2	16	Meter Reader
11	Cashier	15	Utility Worker 1 w/certification
10	Office Specialist 1	14	Utility Worker 1
9	Office Specialist	12	Building/Utility Worker
8	Library Assistant	9	Utility Worker

To be qualified to bump an employee with lesser seniority, an employee must meet the minimum qualifications for the position’s classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the position, he/she may be removed from the position and placed on the layoff list. In such an

instance, the employee previously displaced by the bump will be recalled regardless of their placement of the layoff list.

SECTION 2. Recall of laid off employees shall be made in the reverse order of layoff. City recall of laid off employees shall be by certified mail notice to the employees being recalled at employee's last known address that has been given to the City. The employee shall have the responsibility to keep the City informed of address changes. Employee response to the City's recall letter must be received by the City within five (5) calendar days of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire twelve (12) months after the employee's layoff date.

SECTION 3. Definition A layoff is defined as a separation from the City for involuntary reasons, not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fourteen (14) calendar days before the effective date, stating the reasons for the layoff, and options the employee has. The employee shall have seven (7) calendar days from the receipt of the layoff letter to notify the City of their chosen option. A copy of the layoff letter shall also be forwarded to the Union.

SECTION 4. Tie-Breaker Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

SECTION 5. Layoff List Names of regular employees of the City who have been laid off or who have been demoted in lieu of layoff shall be placed on layoff lists in seniority order established by classification from which the employee was laid off or demoted in lieu of layoff.

SECTION 6. Seniority is defined in Article 21 - Seniority.

ARTICLE 23 - DISCIPLINE

SECTION 1. Manner/Cause If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Employees who have completed their initial probationary period may only be disciplined for just cause.

SECTION 2. Probation Each employee shall be considered as a probationary employee for their first twelve (12) months of continuous employment service, after which their seniority shall date back to their date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged or otherwise terminated at the sole discretion of the City and shall not be able to use the grievance and arbitration procedure set forth in Article 8 – Grievances and Arbitration. A probationary period shall not mean the same as, or be considered in any way related to, employee training periods with respect to various employment classifications within the City.

SECTION 3. Definition Disciplinary actions may range from oral or written reprimands to suspension, demotion, salary reduction and dismissal, depending upon the severity of the offense and/or the number and/or frequency of previous acts of misconduct.

SECTION 4. Documentation The City agrees to furnish the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, salary reduction or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file after having been signed by the supervisor and the employee.

ARTICLE 24 - EMPLOYEE RECORDS

SECTION 1. Review Each employee shall have the right to review the contents of their own personnel file. At their option, the employee may request to be accompanied by a Union representative of their choosing.

SECTION 2. Access to a staff member's personnel file shall be limited to only the individual employee involved and/or their designated representative, such supervisor and administrators in the City who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain those personnel files and as further described in City policy.

SECTION 3. Negative Materials No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee shall be placed in any employee's personnel record that does not bear the signature of the employee indicating that the employee has been shown the material or a statement by the employee that the employee has been shown the material and has refused to sign it. Copies of such materials shall be furnished to the employee upon request. An employee may include an explanatory statement in the employee's file in answer to any reprimand or admonishment.

SECTION 4. Positive Materials At the request of the employee, all letters and materials of commendation shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

SECTION 5. Removal Letters of reprimand and attachments shall be removed after one (1) year assuming no other letter of reprimand but no more than five (5) years. All other disciplines and attachments shall be removed after three (3) years assuming no reoccurrence of a discipline but no more than five (5) years.

SECTION 6. Job Descriptions Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to a review upon the request of the employee. Nothing contained herein shall compromise the right or the responsibility of the City to assign work consistent with the classification.

ARTICLE 25 - CERTIFICATIONS

SECTION 1. Certificates The City agrees to pay the annual renewal certification fees for those employees who are required to hold the certification as a condition of their employment with the City.

SECTION 2. CDL/Commercial Driver's License The parties agree that existing Federal law requires certain Union members to possess commercial driver's licenses (hereinafter referred to as CDL's). The parties also understand as part of the CDL licensing process individuals possessing CDL licenses are required to undergo periodic physical examinations by physicians. The City of Pendleton will provide at City expense physicals by physicians designated by the City to those Union members required by Federal law and the City to possess CDL licenses. Should the employee choose their own CDL certified physician to perform the examination, the City shall contribute an equal dollar amount to the employee's HSA or VEBA account towards the cost of the physical. The City shall determine which employees are required to possess the CDL's and associated medical cards. The City shall provide these physicals as long as Federal law requires them. The parties understand that it is possible that the Federal law may change to exempt City workers from CDL requirements in which case, the City would no longer provide the physicals.

ARTICLE 26 - BULLETIN BOARDS

The Union shall be allowed bulletin board space in convenient places to be used in communicating with employees. All materials placed there shall be identified as Union materials.

ARTICLE 27 – CONTRACTING OUT

SECTION 1. Notice The City agrees to give the Union and its Local President as much as possible but no less than thirty (30) days' notice it is considering contracting out work that would result in displacement or layoff of bargaining unit positions. Re-hiring retirees does not constitute "contracting out" work within the meaning of this article.

SECTION 2. Meeting Should any bargaining unit position become displaced as a result of contracting out, the City and the Union shall meet to discuss the effect on bargaining unit members. If the City makes a decision to contract out, positions displaced by that decision shall be afforded the rights described in Article 22, Layoff.

ARTICLE 28 - SAVINGS CLAUSE

SECTION 1. Severability Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof directly specified in the decision. Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidation or portion thereof.

SECTION 2. Contract Prevails In the event of a conflict between the provisions of this Agreement and the Personnel Rules and Procedures of the City, the provisions of this Agreement shall be deemed controlling.

ARTICLE 29—LABOR MANAGEMENT COMMITTEE

SECTION 1. Purpose To facilitate communication between the Parties, a joint Labor-Management Committee shall be established on a meet-and-confer basis. The committee shall be empowered to make recommendations on broad subjects of mutual interest to the City and the Union. The Labor-Management Committee shall not deal with personnel issues and shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding, or resolve disputes surrounding the implementation of the Contract.

SECTION 2. Composition The committee shall consist of six (6) members: three (3) Union members appointed by the Union (to include the Union Local President) and three (3) appointed by the City (to include the City Manager). Approved time spent in meetings shall neither be charged to leave credits nor considered overtime worked. The Union Organizer may attend the Labor Management Committee as a guest.

SECTION 3. Frequency The committee shall meet quarterly, unless there is mutual agreement between the parties that a meeting should otherwise be held. The City agrees to provide the meeting space and routine support to the committee.

ARTICLE 30 - REHIRING OF RETIREES

The City shall limit the employment of City retirees, rehired to fill bargaining unit positions to six (6) months. The City may extend the agreement past six (6) months, but prior to extending the agreement the City must first meet with the Union to discuss any impacts the extension may have to the workload or other bargaining unit members.

ARTICLE 31 - TERM OF AGREEMENT

SECTION 1. Term This Agreement shall become effective July 1, 2015 and shall remain in effect until June 30, 2018, and thereafter until a new Agreement between the parties hereto is reached. Either party may serve notice in writing of intent to reopen this Agreement not later than January 15, 2018. If both parties fail to give notice to the other party of its desire to negotiate a successor agreement as herein provided, this Agreement shall automatically be renewed for a one (1) year term hereinafter.

SECTION 2. Previous Agreement This Agreement represents the entire written agreement by and between the parties and replaces all previous written or oral agreements by and between the parties.

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 503/OPEU**

CITY OF PENDLETON

Date: 8-18-15

Date: 9-1-15

By [Signature]
Heather Conroy, Executive Director

By [Signature]
Robb Corbett, City Manager

By [Signature]
Amy Marvin, Union Organizer

By [Signature]
Andrea F. Denton, City Recorder

By [Signature]
Kyle Willman, Local 938 President

By [Signature]
Jutta Haliewicz, Local 938 Bargaining Delegate

By [Signature]
Heaven Doherty, Local 938 Bargaining Delegate

By [Signature]
Kevin VanDorn, Local 938 Bargaining Delegate

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SEIU Salary Scale
Effective July 1, 2015 - 2%

Range	2 %	Entry Step	Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"	
8		Monthly	\$1,712	\$1,815	\$1,870	\$1,925	\$1,984	\$2,043	\$2,104
	Library Assistant 1	Hourly	\$9.88	\$10.47	\$10.79	\$11.11	\$11.45	\$11.79	\$12.14
		Annual	\$20,544	\$21,780	\$22,440	\$23,100	\$23,808	\$24,516	\$25,248
9		Monthly	\$2,141	\$2,243	\$2,304	\$2,366	\$2,432	\$2,494	\$2,568
	Office Specialist Utility Worker	Hourly	\$12.35	\$12.94	\$13.29	\$13.65	\$14.03	\$14.39	\$14.82
		Annual	\$25,692	\$26,916	\$27,648	\$28,392	\$29,184	\$29,928	\$30,816
10		Monthly	\$2,377	\$2,494	\$2,568	\$2,645	\$2,713	\$2,794	\$2,881
	Office Specialist 1	Hourly	\$13.71	\$14.39	\$14.82	\$15.26	\$15.65	\$16.12	\$16.62
		Annual	\$28,524	\$29,928	\$30,816	\$31,740	\$32,556	\$33,528	\$34,572
11		Monthly	\$2,520	\$2,645	\$2,713	\$2,794	\$2,881	\$2,961	\$3,049
	Cashier	Hourly	\$14.54	\$15.26	\$15.65	\$16.12	\$16.62	\$17.08	\$17.59
		Annual	\$30,240	\$31,740	\$32,556	\$33,528	\$34,572	\$35,532	\$36,588
12		Monthly	\$2,742	\$2,881	\$2,961	\$3,049	\$3,143	\$3,237	\$3,338
	Library Assistant 2 Building/Utility Worker	Hourly	\$15.82	\$16.62	\$17.08	\$17.59	\$18.13	\$18.68	\$19.26
		Annual	\$32,904	\$34,572	\$35,532	\$36,588	\$37,716	\$38,844	\$40,056
13		Monthly	\$2,817	\$2,961	\$3,049	\$3,143	\$3,237	\$3,338	\$3,442
	Office Specialist 2	Hourly	\$16.25	\$17.08	\$17.59	\$18.13	\$18.68	\$19.26	\$19.86
		Annual	\$33,804	\$35,532	\$36,588	\$37,716	\$38,844	\$40,056	\$41,304
14		Monthly	\$2,901	\$3,049	\$3,143	\$3,237	\$3,338	\$3,442	\$3,554
	Accounting Clerk Utility Worker 1	Hourly	\$16.74	\$17.59	\$18.13	\$18.68	\$19.26	\$19.86	\$20.50
		Annual	\$34,812	\$36,588	\$37,716	\$38,844	\$40,056	\$41,304	\$42,648
15		Monthly	\$2,989	\$3,143	\$3,237	\$3,338	\$3,442	\$3,554	\$3,665
	Utility Worker 1 w/certification	Hourly	\$17.24	\$18.13	\$18.68	\$19.26	\$19.86	\$20.50	\$21.14
		Annual	\$35,868	\$37,716	\$38,844	\$40,056	\$41,304	\$42,648	\$43,980
16		Monthly	\$3,079	\$3,237	\$3,338	\$3,442	\$3,554	\$3,665	\$3,782
	Meter Reader	Hourly	\$17.76	\$18.68	\$19.26	\$19.86	\$20.50	\$21.14	\$21.82
		Annual	\$36,948	\$38,844	\$40,056	\$41,304	\$42,648	\$43,980	\$45,384
17		Monthly	\$3,174	\$3,338	\$3,442	\$3,554	\$3,665	\$3,782	\$3,905
	Airport Op & Maint Specialist Building Maintenance Technician Permit Technician Municipal Court Clerk Senior Account Clerk Office Specialist 3 Utility Worker 2 Resource Recovery Facility Operator 1	Hourly	\$18.31	\$19.26	\$19.86	\$20.50	\$21.14	\$21.82	\$22.53
		Annual	\$38,088	\$40,056	\$41,304	\$42,648	\$43,980	\$45,384	\$46,860
19		Monthly	\$3,272	\$3,442	\$3,554	\$3,665	\$3,782	\$3,905	\$4,029
	Engineering Technician 1 Planning & Building Tech 1 Utility Worker 2 w/certification	Hourly	\$18.88	\$19.86	\$20.50	\$21.14	\$21.82	\$22.53	\$23.24
		Annual	\$39,264	\$41,304	\$42,648	\$43,980	\$45,384	\$46,860	\$48,348
20		Monthly	\$3,377	\$3,554	\$3,665	\$3,782	\$3,905	\$4,029	\$4,157
	Airport Op & Maint Specialist 3 Mechanic Utility Worker 3 Resource Recovery Facility Operator 2 Public Works Purchasing Agent 1 Facilities/Maintenance Tech 3 Youth Services Librarian	Hourly	\$19.48	\$20.50	\$21.14	\$21.82	\$22.53	\$23.24	\$23.98
		Annual	\$40,524	\$42,648	\$43,980	\$45,384	\$46,860	\$48,348	\$49,884
21		Monthly	\$3,482	\$3,665	\$3,782	\$3,905	\$4,029	\$4,157	\$4,295
	Engineering Technician 2 Junior Planner Utility Worker 3 w/certification Special Projects Coordinator	Hourly	\$20.09	\$21.14	\$21.82	\$22.53	\$23.24	\$23.98	\$24.78
		Annual	\$41,784	\$43,980	\$45,384	\$46,860	\$48,348	\$49,884	\$51,540
22		Monthly	\$3,592	\$3,782	\$3,905	\$4,029	\$4,157	\$4,295	\$4,435
	Laboratory Technical Manager Public Works Purchasing Agent 2	Hourly	\$20.72	\$21.82	\$22.53	\$23.24	\$23.98	\$24.78	\$25.59
		Annual	\$43,104	\$45,384	\$46,860	\$48,348	\$49,884	\$51,540	\$53,220
23		Monthly	\$3,708	\$3,905	\$4,029	\$4,157	\$4,295	\$4,435	\$4,588
	Engineering Technician 3 Resource Recovery Facility Operations Technician Control Systems Technician Building Inspector I	Hourly	\$21.39	\$22.53	\$23.24	\$23.98	\$24.78	\$25.59	\$26.47
		Annual	\$44,496	\$46,860	\$48,348	\$49,884	\$51,540	\$53,220	\$55,056
24		Monthly	\$3,819	\$4,022	\$4,149	\$4,282	\$4,424	\$4,568	\$4,726
	GIS Technician	Hourly	\$22.03	\$23.20	\$23.94	\$24.70	\$25.52	\$26.35	\$27.27
		Annual	\$45,828	\$48,264	\$49,788	\$51,384	\$53,088	\$54,816	\$56,712
27		Monthly	\$4,174	\$4,395	\$4,534	\$4,679	\$4,834	\$4,992	\$5,164
	Building Inspector II	Hourly	\$24.08	\$25.36	\$26.16	\$26.99	\$27.89	\$28.80	\$29.79
		Annual	\$50,088	\$52,740	\$54,408	\$56,148	\$58,008	\$59,904	\$61,968

SEIU Salary Scale
Effective July 1, 2016 - 2.5%

Range		1.025 %	Entry Step	Step "A"	Step "B"	Step "C"	Step "D"	Step "E"	Step "F"
8	Library Assistant 1	Monthly	\$1,755	\$1,860	\$1,917	\$1,973	\$2,034	\$2,094	\$2,157
		Hourly	\$10.13	\$10.73	\$11.06	\$11.38	\$11.73	\$12.08	\$12.44
		Annual	\$21,060	\$22,320	\$23,004	\$23,676	\$24,408	\$25,128	\$25,884
9	Office Specialist Utility Worker	Monthly	\$2,195	\$2,299	\$2,362	\$2,425	\$2,493	\$2,556	\$2,632
		Hourly	\$12.66	\$13.26	\$13.63	\$13.99	\$14.38	\$14.75	\$15.18
		Annual	\$26,340	\$27,588	\$28,344	\$29,100	\$29,916	\$30,672	\$31,584
10	Office Specialist 1	Monthly	\$2,436	\$2,556	\$2,632	\$2,711	\$2,781	\$2,864	\$2,953
		Hourly	\$14.05	\$14.75	\$15.18	\$15.64	\$16.04	\$16.52	\$17.04
		Annual	\$29,232	\$30,672	\$31,584	\$32,532	\$33,372	\$34,368	\$35,436
11	Cashier	Monthly	\$2,583	\$2,711	\$2,781	\$2,864	\$2,953	\$3,035	\$3,125
		Hourly	\$14.90	\$15.64	\$16.04	\$16.52	\$17.04	\$17.51	\$18.03
		Annual	\$30,996	\$32,532	\$33,372	\$34,368	\$35,436	\$36,420	\$37,500
12	Library Assistant 2 Building/Utility Worker	Monthly	\$2,811	\$2,953	\$3,035	\$3,125	\$3,222	\$3,318	\$3,421
		Hourly	\$16.22	\$17.04	\$17.51	\$18.03	\$18.59	\$19.14	\$19.74
		Annual	\$33,732	\$35,436	\$36,420	\$37,500	\$38,664	\$39,816	\$41,052
13	Office Specialist 2	Monthly	\$2,887	\$3,035	\$3,125	\$3,222	\$3,318	\$3,421	\$3,528
		Hourly	\$16.66	\$17.51	\$18.03	\$18.59	\$19.14	\$19.74	\$20.35
		Annual	\$34,644	\$36,420	\$37,500	\$38,664	\$39,816	\$41,052	\$42,336
14	Accounting Clerk Utility Worker 1	Monthly	\$2,974	\$3,125	\$3,222	\$3,318	\$3,421	\$3,528	\$3,643
		Hourly	\$17.16	\$18.03	\$18.59	\$19.14	\$19.74	\$20.35	\$21.02
		Annual	\$35,688	\$37,500	\$38,664	\$39,816	\$41,052	\$42,336	\$43,716
15	Utility Worker 1 w/certification	Monthly	\$3,064	\$3,222	\$3,318	\$3,421	\$3,528	\$3,643	\$3,757
		Hourly	\$17.68	\$18.59	\$19.14	\$19.74	\$20.35	\$21.02	\$21.68
		Annual	\$36,768	\$38,664	\$39,816	\$41,052	\$42,336	\$43,716	\$45,084
16	Meter Reader	Monthly	\$3,156	\$3,318	\$3,421	\$3,528	\$3,643	\$3,757	\$3,877
		Hourly	\$18.21	\$19.14	\$19.74	\$20.35	\$21.02	\$21.68	\$22.37
		Annual	\$37,872	\$39,816	\$41,052	\$42,336	\$43,716	\$45,084	\$46,524
17	Airport Op & Maint Specialist Building Maintenance Technician Permit Technician Municipal Court Clerk Senior Account Clerk Office Specialist 3 Utility Worker 2 Resource Recovery Facility Operator 1	Monthly	\$3,253	\$3,421	\$3,528	\$3,643	\$3,757	\$3,877	\$4,003
		Hourly	\$18.77	\$19.74	\$20.35	\$21.02	\$21.68	\$22.37	\$23.09
		Annual	\$39,036	\$41,052	\$42,336	\$43,716	\$45,084	\$46,524	\$48,036
19	Engineering Technician 1 Planning & Building Tech 1 Utility Worker 2 w/certification	Monthly	\$3,354	\$3,528	\$3,643	\$3,757	\$3,877	\$4,003	\$4,130
		Hourly	\$19.35	\$20.35	\$21.02	\$21.68	\$22.37	\$23.09	\$23.83
		Annual	\$40,248	\$42,336	\$43,716	\$45,084	\$46,524	\$48,036	\$49,560
20	Airport Op & Maint Specialist 3 Mechanic Utility Worker 3 Resource Recovery Facility Operator 2 Public Works Purchasing Agent 1 Facilities/Maintenance Tech 3 Youth Services Librarian	Monthly	\$3,461	\$3,643	\$3,757	\$3,877	\$4,003	\$4,130	\$4,261
		Hourly	\$19.97	\$21.02	\$21.68	\$22.37	\$23.09	\$23.83	\$24.58
		Annual	\$41,532	\$43,716	\$45,084	\$46,524	\$48,036	\$49,560	\$51,132
21	Engineering Technician 2 Junior Planner Utility Worker 3 w/certification Special Projects Coordinator	Monthly	\$3,569	\$3,757	\$3,877	\$4,003	\$4,130	\$4,261	\$4,402
		Hourly	\$20.59	\$21.68	\$22.37	\$23.09	\$23.83	\$24.58	\$25.40
		Annual	\$42,828	\$45,084	\$46,524	\$48,036	\$49,560	\$51,132	\$52,824
22	Laboratory Technical Manager Public Works Purchasing Agent 2	Monthly	\$3,682	\$3,877	\$4,003	\$4,130	\$4,261	\$4,402	\$4,546
		Hourly	\$21.24	\$22.37	\$23.09	\$23.83	\$24.58	\$25.40	\$26.23
		Annual	\$44,184	\$46,524	\$48,036	\$49,560	\$51,132	\$52,824	\$54,552
23	Engineering Technician 3 Resource Recovery Facility Operations Technician Control Systems Technician Building Inspector I	Monthly	\$3,801	\$4,003	\$4,130	\$4,261	\$4,402	\$4,546	\$4,703
		Hourly	\$21.93	\$23.09	\$23.83	\$24.58	\$25.40	\$26.23	\$27.13
		Annual	\$45,612	\$48,036	\$49,560	\$51,132	\$52,824	\$54,552	\$56,436
24	GIS Technician	Monthly	\$3,914	\$4,123	\$4,253	\$4,389	\$4,535	\$4,682	\$4,844
		Hourly	\$22.58	\$23.79	\$24.54	\$25.32	\$26.16	\$27.01	\$27.95
		Annual	\$46,968	\$49,476	\$51,036	\$52,668	\$54,420	\$56,184	\$58,128
27	Building Inspector II	Monthly	\$4,278	\$4,505	\$4,647	\$4,796	\$4,955	\$5,117	\$5,293
		Hourly	\$24.68	\$25.99	\$26.81	\$27.67	\$28.59	\$29.52	\$30.54
		Annual	\$51,336	\$54,060	\$55,764	\$57,552	\$59,460	\$61,404	\$63,516

SEIU Salary Scale
Effective July 1, 2017 – 2%

1.02 %

Range		Entry Step	Step "A"	Step "B"	Step "C"	Step "D"	Step "E "	Step "F"	
8	Library Assistant 1	Monthly	\$1,790	\$1,897	\$1,955	\$2,012	\$2,075	\$2,136	\$2,200
		Hourly	\$10.33	\$10.94	\$11.28	\$11.61	\$11.97	\$12.32	\$12.69
		Annual	\$21,480	\$22,764	\$23,460	\$24,144	\$24,900	\$25,632	\$26,400
9	Office Specialist Utility Worker	Monthly	\$2,239	\$2,345	\$2,409	\$2,474	\$2,543	\$2,607	\$2,685
		Hourly	\$12.92	\$13.53	\$13.90	\$14.27	\$14.67	\$15.04	\$15.49
		Annual	\$26,868	\$28,140	\$28,908	\$29,688	\$30,516	\$31,284	\$32,220
10	Office Specialist 1	Monthly	\$2,485	\$2,607	\$2,685	\$2,765	\$2,837	\$2,921	\$3,012
		Hourly	\$14.34	\$15.04	\$15.49	\$15.95	\$16.37	\$16.85	\$17.38
		Annual	\$29,820	\$31,284	\$32,220	\$33,180	\$34,044	\$35,052	\$36,144
11	Cashier	Monthly	\$2,635	\$2,765	\$2,837	\$2,921	\$3,012	\$3,096	\$3,188
		Hourly	\$15.20	\$15.95	\$16.37	\$16.85	\$17.38	\$17.86	\$18.39
		Annual	\$31,620	\$33,180	\$34,044	\$35,052	\$36,144	\$37,152	\$38,256
12	Library Assistant 2 Building/Utility Worker	Monthly	\$2,867	\$3,012	\$3,096	\$3,188	\$3,286	\$3,384	\$3,489
		Hourly	\$16.54	\$17.38	\$17.86	\$18.39	\$18.96	\$19.52	\$20.13
		Annual	\$34,404	\$36,144	\$37,152	\$38,256	\$39,432	\$40,608	\$41,868
13	Office Specialist 2	Monthly	\$2,945	\$3,096	\$3,188	\$3,286	\$3,384	\$3,489	\$3,599
		Hourly	\$16.99	\$17.86	\$18.39	\$18.96	\$19.52	\$20.13	\$20.76
		Annual	\$35,340	\$37,152	\$38,256	\$39,432	\$40,608	\$41,868	\$43,188
14	Accounting Clerk Utility Worker 1	Monthly	\$3,033	\$3,188	\$3,286	\$3,384	\$3,489	\$3,599	\$3,716
		Hourly	\$17.50	\$18.39	\$18.96	\$19.52	\$20.13	\$20.76	\$21.44
		Annual	\$36,396	\$38,256	\$39,432	\$40,608	\$41,868	\$43,188	\$44,592
15	Utility Worker 1 w/certification	Monthly	\$3,125	\$3,286	\$3,384	\$3,489	\$3,599	\$3,716	\$3,832
		Hourly	\$18.03	\$18.96	\$19.52	\$20.13	\$20.76	\$21.44	\$22.11
		Annual	\$37,500	\$39,432	\$40,608	\$41,868	\$43,188	\$44,592	\$45,984
16	Meter Reader	Monthly	\$3,219	\$3,384	\$3,489	\$3,599	\$3,716	\$3,832	\$3,955
		Hourly	\$18.57	\$19.52	\$20.13	\$20.76	\$21.44	\$22.11	\$22.82
		Annual	\$38,628	\$40,608	\$41,868	\$43,188	\$44,592	\$45,984	\$47,460
17	Airport Op & Maint Specialist Building Maintenance Technician Permit Technician Municipal Court Clerk Senior Account Clerk Office Specialist 3 Utility Worker 2 Resource Recovery Facility Operator 1	Monthly	\$3,318	\$3,489	\$3,599	\$3,716	\$3,832	\$3,955	\$4,083
		Hourly	\$19.14	\$20.13	\$20.76	\$21.44	\$22.11	\$22.82	\$23.56
		Annual	\$39,816	\$41,868	\$43,188	\$44,592	\$45,984	\$47,460	\$48,996
19	Engineering Technician 1 Planning & Building Tech 1 Utility Worker 2 w/certification	Monthly	\$3,421	\$3,599	\$3,716	\$3,832	\$3,955	\$4,083	\$4,213
		Hourly	\$19.74	\$20.76	\$21.44	\$22.11	\$22.82	\$23.56	\$24.31
		Annual	\$41,052	\$43,188	\$44,592	\$45,984	\$47,460	\$48,996	\$50,556
20	Airport Op & Maint Specialist 3 Mechanic Utility Worker 3 Resource Recovery Facility Operator 2 Public Works Purchasing Agent 1 Facilities/Maintenance Tech 3 Youth Services Librarian	Monthly	\$3,530	\$3,716	\$3,832	\$3,955	\$4,083	\$4,213	\$4,346
		Hourly	\$20.37	\$21.44	\$22.11	\$22.82	\$23.56	\$24.31	\$25.07
		Annual	\$42,360	\$44,592	\$45,984	\$47,460	\$48,996	\$50,556	\$52,152
21	Engineering Technician 2 Junior Planner Utility Worker 3 w/certification Special Projects Coordinator	Monthly	\$3,640	\$3,832	\$3,955	\$4,083	\$4,213	\$4,346	\$4,490
		Hourly	\$21.00	\$22.11	\$22.82	\$23.56	\$24.31	\$25.07	\$25.90
		Annual	\$43,680	\$45,984	\$47,460	\$48,996	\$50,556	\$52,152	\$53,880
22	Laboratory Technical Manager Public Works Purchasing Agent 2	Monthly	\$3,756	\$3,955	\$4,083	\$4,213	\$4,346	\$4,490	\$4,637
		Hourly	\$21.67	\$22.82	\$23.56	\$24.31	\$25.07	\$25.90	\$26.75
		Annual	\$45,072	\$47,460	\$48,996	\$50,556	\$52,152	\$53,880	\$55,644
23	Engineering Technician 3 Resource Recovery Facility Operations Technician Control Systems Technician Building Inspector I	Monthly	\$3,877	\$4,083	\$4,213	\$4,346	\$4,490	\$4,637	\$4,797
		Hourly	\$22.37	\$23.56	\$24.31	\$25.07	\$25.90	\$26.75	\$27.68
		Annual	\$46,524	\$48,996	\$50,556	\$52,152	\$53,880	\$55,644	\$57,564
24	GIS Technician	Monthly	\$3,992	\$4,205	\$4,338	\$4,477	\$4,626	\$4,776	\$4,941
		Hourly	\$23.03	\$24.26	\$25.03	\$25.83	\$26.69	\$27.55	\$28.51
		Annual	\$47,904	\$50,460	\$52,056	\$53,724	\$55,512	\$57,312	\$59,292
27	Building Inspector II	Monthly	\$4,364	\$4,595	\$4,740	\$4,892	\$5,054	\$5,219	\$5,399
		Hourly	\$25.18	\$26.51	\$27.35	\$28.22	\$29.16	\$30.11	\$31.15
		Annual	\$52,368	\$55,140	\$56,880	\$58,704	\$60,648	\$62,628	\$64,788