



306 South Water Street
Silverton, OR 97381

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SILVERTON, OREGON

and

Public Works Association/Laborer's Local 483

2014 -2018

TABLE OF CONTENTS

PREAMBLE	2
ARTICLE 1: Recognition	2
ARTICLE 2: Savings Clause	2
ARTICLE 3: Check Off and Individual Rights	2
ARTICLE 4: Management Rights	3
ARTICLE 5: Strikes and Lockouts.....	4
ARTICLE 6: Settlement of Disputes (Grievance Process)	4
ARTICLE 7: Discipline and Discharge	5
ARTICLE 8: Sick Leave.....	6
ARTICLE 9: Bereavement Leave	7
ARTICLE 10: Holidays	8
ARTICLE 11: Vacation	9
ARTICLE 12: Fringe Benefits	9
ARTICLE 13: Hours of Work and Overtime.....	11
ARTICLE 14: Wages.....	12
ARTICLE 15: Layoff and Recall	13
ARTICLE 16: Working Out of Class	13
ARTICLE 17: Duration and Termination.....	14
Addendum-A	16
Addendum-B.....	17

PREAMBLE

This Agreement entered into by the City of Silverton, hereinafter referred to as the City, and the Public Works Association/Laborer's Local 483, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay; hours of work and other conditions of employment.

ARTICLE 1: Recognition

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for all regular employees of the City whose job classification titles appear in Addendum A.

Section 2. The probationary period for all affected positions within the City shall be twelve (12) months. Probationary employees shall serve at the pleasure of the City.

Section 3. Recognition of the Association is for the sole purpose stated in Section 1 hereof and is not to be construed as limiting the functions and authority of the City Council or its administrative staff in any way except as expressly stated herein.

ARTICLE 2: Savings Clause

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, are in violation of or made illegal through federal or state law or by the inability of the employer or the employees to perform to the terms of this Agreement (as provided in ORS 243.702), then upon the request by either party the invalid words or sections of this Agreement shall be reopened for negotiations. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 3: Check Off and Individual Rights

Section 1. The City agrees to deduct from the paycheck of each employee who so authorized it, regular monthly dues uniformly required of members of the Association on behalf of the employee involved. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employees shall be on forms furnished by the City and may be revoked by the employee upon request. The performance of this service is at no cost to the Association.

Section 2. All employees hired after the signing of this Agreement and covered by the terms and conditions of this Agreement shall, within thirty (30) days of employment, become a member of the Association or pay the equivalent of dues to the Association as their Fair Share amount, as provided for in ORS 243.650. The City shall inform all newly hired employees of the above requirements at the time of their employment. The City will endeavor to provide the Association with the name and

contact information for all new hires, within thirty (30) days of hire. However, failure to do so shall not be grievable.

Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member will require the employee to inform the City and the Association of his or her objection. The employee will meet with the representative of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular Association membership dues to a non-religious charity. The Association and employee will provide written notification to the City regarding such an arrangement.

Section 3. The Association agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against it as a result of the City's actions pursuant to Section 1 and Section 2 of this Article.

Section 4. The City and the Association jointly recognize that they are each required by law not to discriminate against any person by reason of Association membership or the absence thereof, age, race, religion, color, sex, national origin, ancestry or the presence of a physical handicap, marital status or political affiliation.

All references to employees in the Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female members of the Association.

Section 5. Association Activity. Association activity will normally be carried on outside of working hours. However, it is recognized that reasonable limited deviations from this policy may be granted for such things as meetings, posting of Association notices, and distribution of literature which do not require substantial periods of time. Where such activities cannot reasonably be performed except during scheduled working hours, and where such activities are performed without disruption of employee work, they are authorized and may be done without loss of pay to the employees involved.

- (a) Association meetings may be held once per month commencing at 3:30 p.m., or another time mutually agreed to by the City and the Association, to allow attendance for all Association members.

Section 6. Bulletin Boards. The City agrees to provide adequate space on existing bulletin boards in the Maintenance Shops, the Water Treatment Plant and the Wastewater Treatment Plant for use by the Association. All materials posted thereon by the Association shall be clearly identified as originating from the Association.

ARTICLE 4: Management Rights

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business and to carry out its obligations, subject to such conditions, requirements and limitations as may exist under federal and state law. Therefore, unless specifically limited under this contract, the City retains the full and unrestricted right to operate and manage all manpower, facilities and

equipment, functions and programs; to set and amend budgets; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to contract and sub-contract any work; and to perform any other managerial functions not specifically limited by this contract. Therefore, the powers and authority which have not specifically been abridged, delegated or modified by a specific provision in this Agreement are retained by the City.

ARTICLE 5: Strikes and Lockouts

Section 1. The Association agrees that during the term of this Agreement its members will not participate in a strike, work stoppage, slowdown or interruption of the City services. Any member of the Association participating in, honoring or engaging in any strike while on duty shall be subject to immediate discipline by the City.

Section 2. No lockout of employees shall be instituted by the City during the term of this agreement.

ARTICLE 6: Settlement of Disputes (Grievance Process)

Section 1. Grievance and Arbitration Procedure. To promote better relations, the parties agree to settle any dispute as to the meaning, interpretation or application of this contract by the following procedure:

Step I: The employer or the employee together with the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor. Such written notice shall be given within ten (10) calendar days from the informal attempt to resolve the grievance. The notice shall include:

A statement of the grievance and relevant facts including the date(s) of the alleged action;
Provision(s) of the contract violated;
Remedies sought.

Nothing shall prohibit the employee from first attempting to resolve the grievance informally during this period. The supervisor shall respond to the grievance in writing within ten (10) calendar days with a copy to the Association.

Step II: If, after ten (10) calendar days from the date of submission of the grievance to the supervisor, the grievance remains unresolved, the grievance may be submitted by the Association within an additional ten (10) calendar days to the Director of Public Works, together with all material received to that date. The Director of Public Works may meet with the aggrieved party who may request an Association representative at the hearing. The Director of Public Works shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance or the informal hearing, whichever occurs later, with a copy to the Association.

Step III: If, after ten (10) calendar days from the date of the Director of Public Works' response, the grievance remains unresolved, the grievance may be submitted within an additional ten (10) calendar

days to the City Manager, who shall meet with the aggrieved party and Association representative and shall respond to the grievance in writing within ten (10) calendar days with a copy to the Association.

Step IV: If, after ten (10) calendar days from the date of the City Manager's response, the grievance remains unresolved, the grievance may be submitted to mediation by the Association. The City and the Association will jointly request a mediator from the Employment Relations Board. The mediator shall have ten (10) calendar days from the date of the appointment to investigate the grievance and shall then make recommendations to both parties.

Step V: Arbitration. If the grievance is still not resolved, it may within ten (10) calendar days be submitted to arbitration. An Arbitrator shall be selected in the following manner: A list of seven (7) arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until one name is left. The party requesting arbitration will strike first. The one name remaining after such striking shall be the arbitrator. The arbitrator shall render a decision in thirty (30) calendar days. The power of the arbitrator shall be limited to interpretation of the contract, and determining if it has been violated. The arbitrator shall have no authority to add to, modify or subtract from this Agreement. The decision shall be binding on both parties. The cost of the arbitration shall be shared equally by both parties; however, each party shall bear the costs of presentation of its proposal.

Section 2. Time Limits. Any time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such extension shall constitute abandonment of the grievance. Failure by the City to reply to a grievance within the specified time limits will be considered denial of the grievance at that step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved.

Section 3. Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit

ARTICLE 7: Discipline and Discharge

Section 1. Disciplinary action shall include the following, but not necessarily in this order:

- a) Written reprimand;
- b) Demotion;
- c) Suspension without pay; or
- d) Discharge.

Disciplinary action will be based upon just cause.

Disciplinary action may be imposed upon any employee, in a progressive manner, for failing to fulfill his or her responsibilities as an employee. Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses if supported by just cause.

Conduct reflecting discredit upon the City, or which is a hindrance to the effective performance of City functions, shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false or confidential information or the withholding of information when making application for employment, or willful violation of departmental rules. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance procedure.

If the department head or other supervisor has reason to discipline an employee, he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

Section 2. Corrective actions may be given to an employee. Corrective actions, including verbal warnings reduced to writing, counseling, and work improvement plans are not subject to the disciplinary process or grievance procedures and will not be placed in an employee's personnel file. Record of such actions may be maintained in supervisory files or in yearly evaluations. In the event an inquiry under an informal corrective action leads to the management employee to believe that formal discipline may be contemplated, the employee will be notified of the right to a representative.

ARTICLE 8: Sick Leave

Section 1. Accrual. Employees shall be credited with eight (8) hours of sick leave for each month worked.

Section 2. Utilization of Sick Leave. Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave toward the following:

Illness or injury when such illness or injury prevents the employee from performing the normal job duties of his position or other work which may be available;

Medical or dental care provided such care cannot reasonably be obtained outside scheduled working hours;

Quarantine if the employee has been exposed to a contagious disease which would pose an unacceptable health hazard to other employees were he allowed to work; and

Illness in the employee's immediate family which requires the employee to stay home. The words immediate family, as used in this Article, is defined to include the employee's spouse, children, step children and any relative residing in the employee's immediate household.

As provided for, and consistent with, the provisions of FMLA and OFLA.

Section 3. If the City has reason to believe that sick leave benefits are being abused, certification by an attending physician or at the City's option, a health care practitioner retained and paid by the City attesting to the need to be absent from work may be required as condition of eligibility for receipt of sick leave benefits. In any case, where such certification is required, the employee shall normally be so advised prior to the date of his return to work. Notwithstanding the foregoing, the City shall also have the right to take disciplinary action as a result of sick leave abuse.

Section 4. In the event an employee suffers from sickness and is unable to perform his duties, he shall notify his supervisor of his expected absence and the nature and expected length thereof, prior to the start of his regular work shift.

Section 5. Integration With Workers' Compensation. When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under Workers' Compensation and his regular salary. In such instances, prorated charges will be made against the employee's accrued sick leave. In no event will sick leave payments in addition to Workers' Compensation extend beyond one year from the date of the injury. If the injured employee is off work because of the injury for less than seven (7) days, and the employee has less than three (3) days accrued sick leave at the time of his injury, the City will advance the employee sufficient sick leave credit to ensure that he receives his regular salary for the first three (3) days of work lost because of the injury.

Section 6. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the City in order to establish medical fitness for the duties of the position before returning to work.

Section 7. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as follows: the City will allow up to one-half of the employee's accrued sick leave in the calculation of the employee's retirement benefit pursuant to statutes and the rules and regulations for the Public Employees Retirement System. Accrued sick leave shall be forfeited upon termination of employment for any other reason.

Section 8. No employee shall be entitled to sick leave while absent from duty due to the following cause:

Sickness or disability while on leave of absence without pay;

Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the City;

While on a paid holiday, scheduled vacation day or non-scheduled work day.

ARTICLE 9: Bereavement Leave

In the event of death of a member of the employee's immediate family as defined below, the City shall grant necessary time off not to exceed forty (40) hours with pay for the purpose of making

Silverton Public Works Association
2014 - 2018

funeral arrangements and attending the funeral. Such leave will not be charged to sick leave or vacation leave. Requests for leave shall be directed to the Public Works Director or his/her designee.

Leave with pay of up to eight (8) hours may be granted when an Association member serves as a pallbearer for other than immediate family members. Bereavement leave shall not be lost in place of paid holidays, scheduled vacations or sick leave.

Bereavement leave runs concurrently with OFLA leave.

Immediate family is defined as follows:

- Mother and Mother-in-law
- Father and Father-in-law
- Brother and Brother-in-law
- Sister and Sister-in-law
- Son and Son-in-law
- Daughter and Daughter-in-law
- Husband, Wife
- Registered Domestic Partner
- Grandchild
- Grandparent

ARTICLE 10: Holidays

Section 1. Holidays recognized and observed are as follows:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday In May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Floating Holiday #1	At Employee's Discretion and Supervisor's Concurrence

Section 2. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Employees required to report to work on a holiday shall be paid for eight (8) hours of holiday pay at straight time as well as time and one-half (1.5x) for hours actually worked. Employees will be granted the choice of either pay or compensatory time off. If employees opt for compensatory time off, this time will be held in a bank separately from their FLSA comp time. Banked FLSA comp time, holiday time, and non-FLSA comp time all count toward the total comp bank cap. The cumulative total for all comp time banks shall not exceed forty (40) hours.

Section 3. If an employee has not used the floating holidays prior to the last day of June in the year in which it was earned, the balance of the unused hours will be added to the employee's vacation days.

ARTICLE 11: Vacation

Section 1. Eligibility and Allowance. Employees shall not be eligible for vacation leave during their first month of employment, although vacation leave shall accrue from the date of employment.

All full-time employees shall accrue vacation time at the rate described in the schedule below:

First through fourth year	96 hours per year
Fifth through ninth year	120 hours per year
Tenth through fourteenth year	144 hours per year
Fifteenth year	192 hours per year

Section 2. Any employee who is laid off, discharged, retired, or separated from the City for any reason shall be paid for all unused vacation.

Section 3. A maximum of 240 hours of accrued vacation may be carried over from one fiscal year to the next. On July 1 of each year, each bargaining unit member will schedule vacation to use any balance above 240 hours. Such excess shall be used by October 1. If it is not used, the excess vacation shall be forfeited to the City. If the work of the City interferes with an employee's ability to use this vacation, the balance over 240 hours will be paid.

Section 4. Part-time employees who work (20) hours or more per week shall be eligible for vacation accrual on a pro-rata basis of the scheduled FTE.

ARTICLE 12: Fringe Benefits

Section 1. Retirement. The City shall enroll eligible employees in the retirement plan available pursuant to the statute, rules and regulations of the state of Oregon. The employer will pick-up the employee's six percent (6%) PERS contribution. In the event of legal or legislative action that prohibits or limits the employer's ability to continue to pick-up the employee 6% PERS contribution, the parties agree to open this Section for renegotiation to compensate the employees' for any modification.

Section 2. Life Insurance. The City will provide for \$30,000 of full life insurance covering each employee against both occupational and non-occupational related death, and will provide for accidental death or dismemberment up to a maximum of \$30,000. ¹

¹ Contingent on the entire City switching over.
Silverton Public Works Association
2014 - 2018

Section 3. Health Insurance. The City shall provide medical, dental, and vision health insurance. Premiums will be as follows:

The City shall contribute the cost of the employee only insurance premium.

HDHP-1 w/HSA (\$1,500/\$3,000 deductible):

- The City will contribute one-hundred percent (100%) toward dependent coverage.
- The City will fund seventy-five percent (75%) of the deductible amount through monthly installments to an HSA account.

Kaiser HMO:

The City and the employee shall share the cost of dependent coverage, with the City contributing seventy percent (70%) and the employee contributing thirty percent (30%) for those employees on the Kaiser medical plan.

Dental:

The City and the employee shall share the cost of dependent coverage for dental insurance premiums as follows:

- ODS Dental II w/Ortho Rider:
 - The City will contribute eighty percent (80%) and the employee will contribute twenty percent (20%).
- Kaiser Dental w/Ortho Rider:
 - The City will contribute seventy percent (70%) and the employee will contribute thirty percent (30%).
- Willamette Dental w/Ortho Rider:
 - The City will contribute eighty percent (80%) and the employee will contribute twenty percent (20%).

The employee shall make his/her share of the contribution through payroll deduction.

In addition, the City will continue to make available a Section 125 medical premium deduction plan that allows pre-tax deduction of employee paid medical premium payments.

The City shall not change health and accident companies without first notifying the Association. In the event that the City does change health insurance providers, and the new provider allows for such a provision, the City and the Association will negotiate a cash payment amount for those employees who desire to opt out of the City's insurance plan. The City and Association will negotiate which, and how many, members within the Association may opt out of the City's insurance plan pursuant to the rules and regulations of the provider.

Section 4. Deferred Compensation. The City will make available to employees at least one Deferred Compensation Plan. All contributions to the plan shall be at the employee's option and cost.

Section 5. Long Term Disability. The City will provide Long Term Disability for each employee at no cost to the employee.

Section 6. Clothing, Equipment & Uniforms. The City shall provide clothing and safety equipment pursuant to applicable laws and regulations, based on a review performed by the City's insurance carrier or other similar resource acceptable to the parties. Only those items which are required by law or regulation shall be provided. The City may provide additional items, at their discretion, as deemed necessary.

Section 7. Incentive Pay. The City shall pay incentive pay to Association members who hold certificates or licenses in the following areas, and at the following rates:

Spray Applicators License: 1 (one) percent of gross monthly salary
Backflow Tester/Specialist: 1 (one) percent of gross monthly salary
Certified Arborist: 1 (one) percent of gross monthly salary

The City shall determine which association members qualify for incentive pay based on need and job descriptions.

Section 8. Tool Allowance. The City will, on an annual basis, reimburse the Public Works Mechanic up to \$300 for tools used in the course of employment and purchased with supervisor approval.

ARTICLE 13: Hours of Work and Overtime

Section 1. Workweek. The workweek is defined as a seven (7) day period commencing at 12:01 a.m., Monday and ending at 12:00 midnight on Sunday. However, the workweek for Sewer/Water Operators I & II's is defined as a seven (7) day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight Friday. Permanent alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and the employee(s) involved. Non-emergency, non-permanent alterations to work hours and/or work days of a maximum duration of one week or less shall be accomplished by the supervisor(s) giving one week notification to the employee(s) involved. At no time shall supervisors or employees enter into an arrangement for work hours which violates Federal or State Wage and Hour Laws or this Agreement.

Section 2. Overtime. All actual work performed by an employee in excess of forty (40) hours per week, or on his/her scheduled days off in the workweek (unless requested by the employee and agreed to by the City), shall be compensated through the payment of overtime pay at the rate of time and one-half or compensatory time off. All overtime shall be rounded to the nearest one-quarter hour. Hours worked for the purpose of computing overtime hours for employees shall include all hours worked as that term is used in the Fair Labor Standards Act (FLSA).

Section 3. Form of Compensation. For overtime, employees will be granted their choice: either receive pay at the rate of time and one half, or receive compensatory time off.

Compensatory time off may be granted at a rate of time-and-one half in lieu of cash compensation.

Compensatory time off shall not be allowed to accrue beyond forty (40) hours. Once the forty (40) hour maximum has been reached, the employee will receive cash compensation at the rate of time-and-one half on their regular, month-end paycheck.

Section 4. Callback. Callback for purposes outside the aforementioned scheduled forty (40) hour work week shall receive a minimum of two (2) hours overtime compensation as a callback premium, unless such callback is annexed within two (2) hours of the beginning of the employee's work shift, at which time overtime compensation will be for actual time worked. Callback does not apply when an employee is held over at the end of a shift.

Section 5. No-Pyramiding. In no event shall compensation be received twice for the same hours.

Section 6. On-Call. Employees required to be on-call are deemed waiting to be engaged and in order to be placed on-call, shall be provided a cell phone and/or pager if deemed necessary by the City. Employees shall be compensated one (1) hour at the overtime rate for each day of on-call status, which is not considered actual hours worked for purposes of calculating overtime.

ARTICLE 14: Wages

Section 1. Wages. Wages shall be in accordance with the provisions of "Addendum A" hereof, which by this reference is a part of this Agreement.

Effective July 1, 2014, the City will adjust the wage schedule and steps in accordance with Addendums A and B.

If an employee currently earns more than Step 6 on the new wage schedule, that employee will be held at the employee's July 1, 2014 rate of pay until the wage schedule catches up to the employee's July 1, 2014 rate of pay. At that time, the employee will resume receiving COLA increases.

Effective upon ratification, any new employee hired Sewer/Water Operators will be hired at a pay rate of no less than \$3,866.03 (22.30) for a Sewer/Water Operator II and \$3,514.47 (20.28) for a Sewer/Water Operator I. The newly hired employee will move up on the steps without receiving a step increase until such time as the employee's wage is less than the employee's next step. At that time, the employee will start receiving step increases according to Addendums A and B.

Effective July 1, 2015, the wage scale outlined in "Addendum A" will be increased by one and three-quarters percent (1.75%).

Effective July 1, 2016, the wage scale outlined in "Addendum A" will be increased by two percent (2%).

Effective July 1, 2017, the wage scale outlined in "Addendum A" will be increased by two percent (2%).

Section 2. Pay Period. Employees shall be paid on a bi-weekly schedule. Effective January 1, 2015, employees will be compensated on an hourly basis. Both parties recognize that the switch

from the City compensating employees on a salary basis to the City Compensating employees on an hourly basis has no impact on current City operations or rights under this agreement.

Section 3. Step Plan. New employees will be hired at Step 1 and advanced to Step 2 upon successful completion of a period of twelve (12) months of full-time employment. New employees hired above Step 1 shall be advanced after twelve (12) months of full-time employment. Eligibility for advancement to subsequent steps shall be upon completion of an additional twelve (12) months of full-time employment in the preceding step. The City may deny a step increase or extend a probationary period based upon substandard performance.

ARTICLE 15: Layoff and Recall

Section 1. Layoff. In the event of a layoff, the City shall layoff employees according to the anticipated future staffing needs of the City. Where there are several employees working in the same classification, the City will layoff on the basis of ability, skill, experience and prior discipline record. Assuming that the above is judged to be equal, the City will recognize seniority in the layoff of Public Works employees provided the senior employee is qualified to perform the work.

For purposes of this Article, seniority shall mean length of continuous service (including authorized leaves of absence) as an employee of the City of Silverton computed from the date of the employee's original hire (continuous service date).

Section 2. Recall. Any position opening with the Public Works Department for which laid off employee(s) are qualified shall be offered to such laid off employee(s) before other applicants are hired, provided such openings occur within two (2) years of the date of layoff.

Specifically, the City shall send a registered letter, return receipt requested, to the last known address of the laid-off employee. Upon receipt of such letter, the laid-off employee shall have seven (7) days in which to notify the City of his intent to return to work and fourteen (14) days there from in which to return to work. Failure to do so will constitute a waiver of re-employment rights. Employees returning from layoff status to active employment shall have previously acquired seniority for purposes of vacation accrual and accrued sick leave reinstated, but shall not receive credit for the time of the layoff.

ARTICLE 16: Working Out of Class

Section 1. With written approval from the City Manager, employees assigned to work in a higher classification may receive a five percent (5%) wage differential if assigned for periods of two (2) consecutive weeks or longer (this excludes periods for vacation, sick leave, workshops, etc.) to that position in a higher class.

Section 2. In order to receive Working Out of Class pay, the employee must be assigned the full range of duties and have full authority and responsibilities of the position he/she is filling, except discipline for union members.


ARTICLE 17: Duration and Termination


Section 1. This contract shall be effective upon execution, except as otherwise specifically provided for, through June 30, 2018. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Section 2. 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 appropriate for collective bargaining, and that the understanding and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment are covered by this Agreement and shall continue to be subject to the City's direction and control.

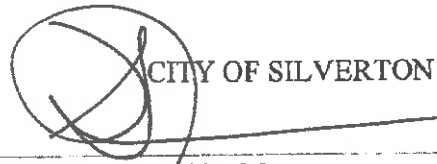
EXECUTED this 5th day of November, 2014, in Silverton, Oregon, by the undersigned officers under the authority of and on behalf of the City of Silverton and the Public Works Association.

ASSOCIATION


Mike Dahlberg, Silverton Chief Steward
LiUNA Local 483


Erica Askin, Business Manager
LiUNA Local 483

CITY OF SILVERTON


Bob Willoughby, City Manager


Paul Eckley, Public Works Director

DATE: October 27, 2014 DATE: 11/5/14

Addendum-A
Wages/Steps

Effective 7/01/2014

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Facilities Maintenance Worker	\$14.3721	\$15.0907	\$15.8452	\$16.6375	\$17.4694	\$18.3429
2	Parks Maintenance Worker	\$16.2505	\$17.0630	\$17.9162	\$18.8120	\$19.7526	\$20.7402
3	Utility Worker I	\$16.2505	\$17.0630	\$17.9162	\$18.8120	\$19.7526	\$20.7402
4	Utility Worker II	\$17.8755	\$18.7693	\$19.7078	\$20.6932	\$21.7279	\$22.8143
5	Mechanic	\$18.6559	\$19.5887	\$20.5681	\$21.5965	\$22.6763	\$23.8101
6	Utility Worker III/ Lead	\$20.4994	\$21.5244	\$22.6006	\$23.7306	\$24.9171	\$26.1630
7	Sewer/ Water Operator I	\$18.6306	\$19.5621	\$20.5402	\$21.5672	\$22.6456	\$23.7779
8	Sewer/ Water Operator II	\$20.4936	\$21.5183	\$22.5942	\$23.7239	\$24.9101	\$26.1556

Addendum-B

Position Title	Current			Proposed		
	Step	Salary	Inc. %	Inc. \$	Salary	Hourly
Sewer/Water Operator II	E	\$4,700.84	1.50%	\$70.51	\$4,771.35	\$27.5270
Sewer/Water Operator II	E	\$4,700.84	1.50%	\$70.51	\$4,771.35	\$27.5270
Sewer/Water Operator I	E	\$4,272.56	1.50%	\$64.09	\$4,336.65	\$25.0191
Sewer/Water Operator I	A	\$3,514.47	1.30%	\$45.84	\$3,560.31	\$20.5403
Utility Worker III/Lead	C	\$4,043.53	1.73%	\$69.77	\$4,113.30	\$23.7306
Utility Worker III/Mechanic	E	\$4,056.12	1.75%	\$70.98	\$4,127.10	\$23.8102
Utility Worker II	E	\$3,882.06	1.87%	\$72.41	\$3,954.47	\$22.8143
Utility Worker II	E	\$3,882.06	1.87%	\$72.41	\$3,954.47	\$22.8143
Utility Worker I	E	\$3,506.45	2.52%	\$88.52	\$3,594.97	\$20.7402
Utility Worker I	A	\$2,884.64	2.53%	\$72.95	\$2,957.59	\$17.0630
Utility Worker I	B	\$3,028.92	2.53%	\$76.55	\$3,105.47	\$17.9162
Facilities Maintenance	E	\$2,946.49	2.77%	\$81.55	\$3,028.04	\$17.4695
Parks Maintenance Worker II	C	\$3,181.23	2.50%	\$79.51	\$3,260.74	\$18.8120