AGREEMENT BETWEEN

CITY OF GRANTS PASS, OREGON

and

Grants Pass Employee Association

January 1, 2015 – December 31, 2016

TABLE OF CONTENTS

Article			Page
I	RECOGNITION		
	1.1	Sole and Exclusive Agent	1
	1.2	Scope of Unit	1
	1.3	New Classifications	1
	1.4	Notice	1
II	MANAGEMENT RIGHTS		
	2.1	Rights	2
	2.2	Preservation of Rights	2
	2.3	Agreement Limitations	2
III	NON-DISCRIMINATION		
	3.1	Rights	3
	3.2	Gender	3
	3.3	Election of Remedies	3
IV	ASSOCIATION SECURITY		
	4.1	Time	4
	4.2	Association Business	4
	4.3	Right of Access	4
	4.4	New Hires	4
	4.5	Bulletin Boards	4
V	HOURS AND OVERTIME		
	5.1	Workweek	5
	5.2	Rest Period	5
	5.3	Meal Period	5
	5.4	Overtime	5
	5.5	Overtime Computation	5
	5.6	Callback	5
	5.7	No Pyramiding	6
	5.8	Compensatory Time	6
VI	HOLIDAYS		
	6.1	Recognized Holidays	7
	6.2	Holiday Pay	7
	6.3	Personal Holiday	7
VII	VACATIONS		
	7.1	Rate of Accrual	8
	7.2	Continuous Service	8
	7.3	Accrual Limitations	8
	7.4	Scheduling	8
	7.5	Payment on Termination	9

Article			Page
VIII	SICK LEAVE/EMERGENCY LEAVE		
	8.1	Accrual	10
	8.2	Emergency Leave	10
	8.3	Utilization	10
	8.4	Sick Leave Without Pay	11
	8.5	Integration With Worker's Compensation	11
	8.6	Sick Leave Accumulation	11
	8.7	Sick Leave Conversion Program	11
IX	OTHER LEAVES OF ABSENCE		
	9.1	Leave of Absence	12
	9.2	Jury Duty	12
	9.3	Military Leave With Pay	12
	9.4	Parental and Family Leave	12
	9.5	Concurrent Leave	12
	9.6	Return From Leave	12
X	COMPENSATION		
	10.1	Salary Increases	13
	10.2	Pay Periods	13
	10.3	Working in Higher Job Classification	14
	10.4	Incentives	14
XI	INSURANCE/RETIREMENT		
	11.1	Insurance	15
	11.2	Insurance Maintenance	15
	11.3	Retirement Insurance	15
	11.4	Continuation of Hospital & Life Insurance Coverage Benefits for Permanently Disabled Employees	15
	11.5	Public Employees Retirement System	16
XII	SENORITY		
	12.1	Definition of Seniority	17
	12.2	New Employees	17
	12.3	Promotional Probationary Period	17
XIII	ASSIGNMENT OF PERSONNEL		
	13.1	Staffing	18
	13.2	Layoff	18
	13.3	Recall from Layoff	18
XIV	DISCIPLINE AND DISCHARGE		
	14.1	Discipline and Discharge	19
	14.2	Forms of Discipline	19
	14.3	Due Process	19
	14.4	Imposition	19
	14.5	Notice of Discipline or Discharge	19
	14.6	Grievances	19

Article		Page
	14.7 Probationary Employees	20
XV	SETTLEMENT OF DISPUTES	
	15.1 Grievance Procedure	21
	15.2 Time Limitation for Filing	21
	15.3 City Liability	21
	15.4 Extension of Time Limits	21
XVI	STRIKES AND LOCKOUTS	
	16.1 No Strikes	22
	16.2 Association Obligation	22
	16.3 Lockout	22
XVII	PERSONNEL FILE	
	17.1 Files	23
	17.2 Response	23
	17.3 Changes	23
	17.4 Signature Required	23
XVIII	EMPLOYEE EXPENSES	
	18.1 Mileage	24
	18.2 Per Diem	24
	18.3 Uniforms	24
XIX	GENERAL PROVISIONS	
	19.1 Job Descriptions	25
	19.2 Rules	25
	19.3 Personal Appearance	25
XX	MAINTENANCE OF STANDARDS	
	20.1 Scope of Agreement	26
XXI	SAVINGS CLAUSE	27
XXII	EXECUTION/SIGNATURES	28
APPENDIX		
A	Bargaining Unit Classifications	29
B	Wage Adjustments	30

AGREEMENT BETWEEN
CITY OF GRANTS PASS, OREGON
AND
GRANTS PASS EMPLOYEE ASSOCIATION

PREAMBLE

The City of Grants Pass ("City") and the Grants Pass Employee's Association (Association) recognize that it is in their mutual interest to provide the highest level of service possible. Therefore, both parties agree to promote business practices which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions. The parties will cooperate fully to secure the advancement and achievement of the purposes.

ARTICLE I - RECOGNITION

1.1 Sole and Exclusive Agent. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, benefits, and related terms and conditions of employment for all employees who are members of the bargaining unit.

1.2 Scope of the Unit. The scope of the unit shall consist of non-supervisory and non-confidential positions not presently covered by another Association/Union. The unit positions are reflected in Appendix A.

Excluded from the bargaining unit shall be all confidential, supervisory, as defined by ORS 243.650(6) and (23), non-classified management, seasonal and temporary employees and volunteers.

1.3 New Classifications. In the event the City creates a new position that falls within the bargaining unit, the City shall provide the Association with a copy of the job description and wage scale. In the event the Association disagrees with the wage scale assigned to the position, the City agrees to meet with the Association to review this issue.

1.4 Notice. Where reference is made to some duty to be performed by the City in the agreement, or some notice or filing to be made with the City, the City will act through its City Manager or his/her designee. All correspondence to the City shall be addressed to: City Manager, Grants Pass Municipal Building, 101 N.W. "A" Street, Grants Pass, Oregon 97526, unless stated otherwise in this agreement.

When reference is made in this agreement to the Association, in that some action is taken by or directed by the Association, the Association will act through delegated representatives of the Association.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Rights. In order to operate its business, the City, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift. All other traditional rights of management are also expressly reserved to the City.

2.2 Preservation of Rights. Any of the rights, powers, authority and functions the City had prior to the negotiation of this Agreement are retained by the City and the express provisions of this Agreement constitute the only limitations on the City's right to manage its business. The City not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

2.3 Agreement Limitations. The express provisions of this Agreement constitute the only limitations upon the City's right to manage its business as set forth in Article 18.1. This agreement supersedes all personnel rules, regulations and policies.

ARTICLE III - NON-DISCRIMINATION

3.1 Rights. The City and the Association agree not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, religion, disability, or any other legally protected class, or Association activity or the exercise of his rights under the Labor Agreement in effect between the City and the Association.

3.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include male and female employees.

3.3 Election of Remedies. In the event an employee or the Association makes an allegation of a violation of this Article such violation shall be grievable through the City Manager. In the event the employee and the City Manager are unable to resolve the issue the employee shall have the right to file with Bureau of Labor and Industries (BOLI), the Equal Employment Opportunity Commission (EEOC) and/or the Employment Relations Board (ERB).

ARTICLE IV - ASSOCIATION SECURITY

4.1 Time. The Association agrees to identify it's advocate(s), which shall not exceed four (4) in number to the City in writing.

4.2 Association Business. Except as otherwise provided in the Agreement, Association members shall not, during their working hours, engage in solicitation for membership in the Association, collect fees or dues for the Association, or carry on other business activities of the Association; provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee.

4.3 Right of Access. The Association and its designated representatives shall have the right of reasonable access to City property but will not interfere with the employee's work and shall observe any security regulations of the City. The City agrees to provide meeting space for the purpose of holding Association meetings. Such meetings may be held after reasonable notice is given to the City and must conform to the City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the City and in conformance with the scheduling provisions established by the City and not in conflict with any prior scheduled use of the building.

4.4 New Hires. The City will notify the Association of all new hires in the unit within two (2) weeks after their having been employed, furnishing the Association with the new employee's name, position, department, and status (full-time/part-time).

4.5 Bulletin Boards. The City agrees to provide bulletin board space which the Association may utilize for meeting notices for official Association business. The City shall determine location and size of the bulletin boards.

ARTICLE V - HOURS AND OVERTIME

5.1 Workweek. The official work week for all employees begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday.

Full-time employees are normally assigned to a work schedule consisting of five (5) eight (8) hour work days or four (4) ten (10) hour work days, or any combination as determined solely by the City. All employees to the extent consistent with operating requirements shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting time. The City will determine which schedule will be in use; however schedules shall not be changed without ten (10) calendar days notice or with mutual agreement.

When operational needs require an unanticipated change to an employee's regular work shift with less than 10 calendar days' notice, the employee's schedule may be flexed within the same workweek by mutual agreement. If not flexed, the hours will be paid as overtime or banked as earned compensatory time at the discretion of the supervisor.

It is expressly understood that the City does not guarantee any number of work hours per week.

5.2 Rest Period. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half work day, which shall be scheduled by the City in accordance with the operating requirements of each employee's duties. City vehicles shall not be used to go for rest periods. Use of City vehicles may be allowed on a de minimis basis for employees assigned off site work.

5.3 Meal Period. All employees shall be granted a one-hour or thirty (30) minute unpaid meal period during each workday depending on the operational needs and requirements of the department. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of each workday. Employees may take meal periods away from the work site. City vehicles shall not be used to go for meal periods, but may be allowed on a de minimis basis for employees assigned off site work.

5.4 Overtime. Overtime shall apply only to those positions classified as non-exempt. Overtime is intended to meet the City's needs and must be authorized in advance by the City. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and of public interest. The overtime rate of pay is computed at 1-1/2 times the regular rate of pay. Overtime shall be considered:

(A) All assigned work in excess of the employee's scheduled work day.

(B) All assigned work in excess of forty (40) hours in any one work week.

5.5 Overtime Computation. Overtime shall be computed to the nearest quarter (15 minutes) hour and shall be based on hours worked in excess of the employee's schedule.

5.6 Callback. Employees called back to work shall receive overtime pay for the

work for which they are called back, and if called back shall be credited with not less than 2 hours time compensated at time and one-half. This section applies only when callback results in hours worked which are not annexed consecutively to the beginning or end of the working day or working shift. This section does not apply to scheduled overtime, annexed at the beginning of the work shift, or holdover times annexed to the end of the work shift or work day. If at the end of his shift the employee has departed the City's premises before being called back, the same shall not be considered a holdover time, but shall be compensated as callback under this section.

Callback shall only apply when employees are required to respond to their regular worksite to perform the duties for which they are called back.

5.7 No Pyramiding. In no event shall any employee be compensated twice for the same hours.

5.8 Compensatory Time. By mutual agreement, a non-exempt employee may receive compensatory time off at the rate of 1-1/2 times their regular rate of pay for overtime earned in accordance with Article 5.5. Compensatory time accrual shall not exceed 80 hours. Once this maximum accumulation has been reached, any additional overtime compensation earned by the employee shall automatically be paid. Earned compensatory time may be taken at a time that is mutually agreeable to the employee and the supervisor.

ARTICLE VI - HOLIDAYS

6.1 Recognized Holidays. All City employees shall be entitled to the holidays listed below with pay.

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (Friday after 4th Thursday in November)
Christmas Day (December 25)

Whenever a holiday falls on Sunday the succeeding Monday shall be observed as the holiday and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday providing the designated day is consistent with the State of Oregon's declared holiday. If an employee is on authorized leave (vacation, sick leave, or other leave with pay) when a holiday occurs, such holiday shall not be charged against such leave.

6.2 Holiday Pay. Full-time[1] employees shall receive 8 hours pay per holiday; part-time employees shall be compensated in proportion to the number of hours they are normally scheduled to work. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday, unless the employee shows a justifiable reason to the City.

When an employee's regularly scheduled day off falls on a designated City holiday, the Department Director (or his designee) shall designate another work day during the same work week as the employee's "holiday". When not possible to schedule the employee another day as indicated, the employee shall receive eight (8) hours earned compensatory time to use at a mutually agreeable time.

6.3 Personal Holiday. All full-time employees shall be credited with 16 hours of holiday time at the beginning of each calendar year. A pro-rata amount will be credited to each full-time employee who worked less than 10 months in the preceding calendar year or who is a regular part-time employee. Use of the holiday hours must be at a mutually agreeable time. Any personal holiday hours not utilized in the calendar year shall be forfeit as of December 31.

[1] The term "full-time" as used in this contract for the purpose of leave accruals shall be an employee with a regular schedule of 2080 hours per calendar year. The term "part-time" for the purposes of any accrual shall be an employee with a regular schedule of less than 2080 hours per calendar year.

ARTICLE VII - VACATIONS

7.1 Rate of Accrual. Vacation time for full-time employees shall accrue as follows:

Months of Service:	Annual Accumulation:	Bi-weekly Accrual:
*0 - 36 months	80 hours	3.08 hours
37 - 60 months	100 hours	3.85 hours
61 - 84 months	120 hours	4.62 hours
85 - 120 months	140 hours	5.39 hours
121+ months	160 hours	6.16 hours

Part-time employees shall accrue vacation leave in an amount proportionate, based on their regularly scheduled hours, to that which would be accrued under full-time employment. *Upon completion of six (6) months of continuous service, employees will be eligible for and credited with forty (40) hours of vacation leave.

After 20 years of continuous service, a one (1) time bonus of forty (40) hours shall be credited to an employee.

7.2 Continuous Service. Continuous service shall be service unbroken by separation from the City service, except that time spent by an employee on military, Peace Corps and eligible family medical leave shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, and subsequently recalled to their prior position, shall receive credit for service prior to the leave.

7.3 Accrual Limitations. Employees may accrue a maximum of 200 hours of vacation leave. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor in writing ten (10) workdays in advance, absent himself from work to prevent loss of this vacation time. The City shall notify an employee with each paycheck of the amount of vacation leave accumulated.

Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work in which case the vacation hours above the cap shall be converted to cash for that pay period only.

7.4 Scheduling. Vacation times shall be scheduled by the City based on the Department Director's (or his designee) judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation time. Employees shall be permitted to request vacation on either a split or an entire basis. It is expressly understood the employees scheduled for a workday of greater than eight (8) hours will be charged an amount of hours equal to their respective workday for every day of vacation time utilized.

7.5 Payment on Termination. In the event of death or termination of an employee who is otherwise eligible for vacation credits the employee shall be entitled to payment for accrued vacation leave at his current rate. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

ARTICLE VIII - SICK LEAVE/EMERGENCY LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of 8 hours per month (3.69 hours per pay period) for full-time employees beginning with the effective date of employment. Part-time employees shall accrue sick leave in an amount proportionate, based on his regularly scheduled hours, to that which would be accrued under full-time employment.

8.2 Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral of/or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purpose of this subsection, the immediate family is defined as: spouse, registered domestic partner, children (adopted, biological, foster, and step), mother, father, mother-in-law, father-in-law, brothers, sisters, and grandparents. This utilization shall include travel time to and from the funeral or location of the family member and time for making necessary arrangements for care and/or the funeral. The employee may not take more than three (3) days emergency leave in any one (1) calendar year. In the event that more time is needed the employee may utilize their allowance of sick leave and/or vacation.

8.3 Utilization. It is expressly understood that employees scheduled for a workday of more than eight hours will be charged an amount of hours equal to their scheduled hours of work for every day of sick time utilized.

(a) Illness or Injury of the Employee. Employees may utilize their allowances of sick leave on the record at the end of the preceding pay period when unable to perform their work duties by reason of illness or injury.

(b) Illness in Family. Employees may utilize their allowance of sick leave when there is illness or injury within their immediate family. Immediate family includes spouse, registered domestic partner, children, mother, father, mother-in-law, father-in-law, and step-children in the household.

(c) Notification. In the event that an employee utilizes his/her sick leave under this section the employee shall notify his/her immediate supervisor or the on-duty supervisor of the absence, the nature of the situation and the expected duration of the absence. Notification will be made as far in advance of the employee's next regularly scheduled shift as possible unless unable to do so because of the serious nature of the illness, injury or other situation. Sick leave with pay shall not be allowed unless such report has been made.

(d) Physician's Statement. At the request of the immediate supervisor or other supervisor, the employee will obtain certification from an attending physician documenting the nature and period of illness.

In the event that an employee is off more than three (3) work days under this section, due to his illness or an illness in the family, the employee shall provide a physician's statement, upon City request, as to the nature of the illness, the need for the employee's absence, and the estimated duration of absence.

The City may require a doctor's release stating that the employee may return to his normal duties without risk of aggravating an illness or injury prior to allowing the employee to return to work. When an employee is, by reason of his illness or injury, unable to perform his

job with the regularity, efficiency or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others, the City may require that the employee absent himself and take further sick leave

(e) Abuse. Abuse of sick leave privilege shall be cause for dismissal. Abuse is defined as improper use.

(f) Termination for Medical Reasons. Employees on time loss for an injury or illness who have used a one hundred eighty (180) calendar day limit will be terminated for medical reasons and re-employed only when an opening occurs for which the employee is qualified. Near the end of the one hundred eighty (180) day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the City Manager.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of the disability after the employee's accrued sick leave has been exhausted. The City may require a physician's statement on a periodic basis during the period of disability.

8.5 Integration With Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay minus state and federal deduction. In such instances, no charges will be made against accrued sick leave for the first thirty (30) days of time loss that result within sixty (60) days from the date of the original injury.

8.6 Sick Leave Accumulation. The maximum accumulation shall be unlimited.

8.7 Sick Leave Conversion Program. A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of service, or to the employee's beneficiary in the event of death while a regular employee with the City.

Sick leave shall be converted in the following manner:

(Each full year of continuous service) x (2.5%) x (employee's sick leave accumulation) x (employee's hourly rate) (Example of an employee with 10 years of continuous service, with 300 hours of sick leave, who earns $18.01 an hour: 10 x 2.5%=25%; 25% x 300hrs=75hrs; 75hrs x $18.01=$1350.75)

A PERS Tier 1 or Tier 2 employee may opt out of the sick leave conversion program and utilize his accrued sick leave as defined in ORS 238.350.

ARTICLE IX - OTHER LEAVES OF ABSENCE

9.1 Leave of Absence. The City will consider a written application for leave of absence without pay not to exceed one (1) year if the City finds there is justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the Department Director or other supervisor for assignment for the remainder of his or her regular work day. Mileage and expenses paid for jury duty will be retained by the employee, so long as the employee provides his own transportation for such jury duty service.

9.3 Military Leave With Pay. Military leave will be granted in accordance with Federal law and Oregon Revised Statutes.

9.4 Parental and Family Leave. Parental and family leave will be granted in accordance with Oregon Revised Statutes and the Family Medical Leave Act.

9.5 Concurrent Leave. If an employee takes qualified state or federal family leave, the employee must use accrued leave and it will be counted against the employee's family leave entitlement.

9.6 Return From Leave. Any employee who is granted a leave of absence without pay under this article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City, and his/her position shall be declared vacant; unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

ARTICLE X – COMPENSATION

10.1 Salary Increases. The following types of salary increases are available to bargaining unit employees. Step increases are not automatic but shall be recommended by the Department Director to the City Manager. Negotiated percent increases shall be added to the bottom step for each classification when the salary structure is updated

1. Probationary Increase for New Employees. A new employee shall be eligible for advancement to the next step of the salary range for his classification on the anniversary of date of hire upon satisfactory completion of twelve (12) months probationary period.
2. Step Increase. Upon completion of 12 months of satisfactory job performance following the most recently established anniversary date, an employee is eligible to advance one step with a "meets" or higher annual evaluation rating until stepped out.
3. Promotional Increase. When an employee is promoted upward, such employee's pay shall be increased a minimum of 5%, rounded to the whole number, above his or her previous pay rate. A new annual anniversary date is established at the time of promotion.
4. Reclassification Increase. Whenever the duties of a position change materially and a position is reclassified, the employee in that position is reclassified, the employee in that position shall be reclassified at the same step employee is at presently or the step providing at least a 5% increase, rounded to the whole number, above his or her present salary. No change in anniversary date shall be made and no probationary period shall be served providing employee has already served his probationary period and has been performing the duties satisfactorily.
5. Reclassification Decrease/Demotions. If an employee is reclassified to a class with a lower salary range for reasons which do not reflect discredit on his employment record, his salary rate may remain the same. Demotion for cause will ordinarily result in a corresponding reduction in salary.

10.2 Pay Periods. Pay periods shall be on a bi-weekly basis and pay checks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.3 Working in Higher Job Classification. (Step Up Pay). When an employee is directed to work out of classification (as defined in Administrative Policy 5-8) for eight (8) consecutive hours or more, that employee shall receive a 5% increase above his normal salary.

10.4 Incentives.

(a) Education. Employees who hold a college degree not required by their job description shall be compensated in the following manner:

Associate's Degree	$ 75 per month
Bachelor's Degree	$ 150 per month

The maximum amount an employee may receive under this section is $150 per month when no degree is required. An employee holding a Bachelor degree will receive a pro-rated amount ($75) when an Associate degree is required.

(b) Second Language. An employee passing a proficiency language test in Spanish, or any other language designated by the City, shall be eligible to receive additional pay in the amount of $50 a month. The testing process will be selected by the City. Continued eligibility for this incentive will be dependent upon annual retesting to take place no later than February of each year.

The effective date of incentive pay shall be the beginning of the pay period following receipt of the correspondence documenting such achievement by Human Resources.

ARTICLE XI - INSURANCE/RETIREMENT

11.1 Insurance. The City agrees to provide a health and welfare plan, term life insurance policy and long term disability insurance to all eligible full-time bargaining unit employees.

It is understood the City's only obligation is to pay for premium on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

11.2 Insurance Maintenance. The City agrees to provide a health and welfare plan to all eligible Association employees. Association employees shall pay 7.5% of the total monthly premium of the plan. The City and the Association agree to work cooperatively in a citywide insurance committee to continue to explore insurance packages in order to offer alternative potential insurance coverage. The City reserves the right to re-open this section if insurance costs increase by more than 10% in one year.

At least one alternative offered shall include a Health Reimbursement Arrangement (HRA) with an annually defined contribution amount paid for by the City.

11.3 Retirement Insurance. All Employees hired prior to January 1, 2007, who meet PERS requirements for retirement and elect to retire from City employment and immediately upon retirement commence receiving benefits from PERS may be eligible for continued family medical insurance coverage under the City's current group medical insurance program. The coverage will continue for 48 calendar months from the date of retirement or until such time as the retiree dies, reaches Medicare eligibility, or enters employment where insurance is provided, whichever event occurs soonest. Additionally, coverage will terminate if retiree applies for and is paid unemployment compensation within 18 calendar months of retirement. The employee shall be responsible for the portion of the monthly premium in accord with the manner in which the premium was shared between the City and the employee at their time of retirement.

Employees hired on or after January 1, 2007, who are eligible for COBRA benefits at the time of retirement, may utilize that benefit at totally their own cost.

11.4 Continuation of Hospital and Life Insurance Coverage Benefits for Permanently Disabled Employees.

(1) Any employee who has completed trial service and becomes permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by the City for those in the employee classification until the employee reaches age 65.

(2) The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.

(3) The health insurance premium for any employee eligible for health insurance who has been continuously employed on a permanent basis for twelve

consecutive months or longer who becomes totally and permanently disabled shall, three months after the determination of such disability, have health insurance paid by the City up to the cap. During the period of waiver, the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the period established above (no longer than 12 months), whichever occurs first, the employee and/or covered dependents may convert, at their own expense, to the plan then being offered as a conversion policy by the City's insurance carrier.

11.5 Public Employees Retirement System. The City provides retirement benefits to all eligible employees; the system is PERS of the State of Oregon. Employees are required to enroll in PERS in accord with requirements set by PERS. The employee's contribution of 6% of subject wages shall be paid to PERS by the City.

ARTICLE XII - SENIORITY

12.1 Definition of Seniority. Only regular employees shall have seniority. Seniority shall be established from the date of hire and continue to accrue during all paid time in the bargaining unit. In the event two (2) or more employees are hired on the same date, seniority ranking shall be determined by the date and time of hire offer.

Seniority shall be terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice of recall.
4. Is laid off for a period of time greater than twelve (12) months.
5. Fails to report to work at the termination of a leave of absence.
6. Retires.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months. The probationary period may be extended for any time the employee is on unpaid leave of absence. The Association recognizes the right of the City to terminate probationary employees for any reason excluding violations of the law, with or without cause, and any such termination shall not constitute a violation of this agreement.

12.3 Promotional Probationary Period. All employees (except trainees) shall serve a six (6) month probationary period when promoted to a higher classification. A new annual anniversary date will be created at the time of promotion.

ARTICLE XIII – ASSIGNMENT OF PERSONNEL

13.1 Staffing. The decision to hire, schedule, transfer, assign, promote and layoff employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as solely determined by the City. The City shall give due consideration to seniority in the City service only where the employees' qualifications and ability are relatively equal. The City's determination shall be final and not subject to the grievance procedure.

13.2 Layoff. A Department Director may separate an employee without prejudice because of changes in duties in the organization, lack of funds, curtailment of work, or for any other legitimate reason as determine by the City. The conditions of reduction in forced layoff shall be as follows:

1. Job knowledge;
2. Attendance, safety and disciplinary records;
3. Licenses, registration and/or certifications;
4. Efficiency of City operation.

Evaluation of these facts is at the City's discretion. When all the factors are equal, the City will layoff or reduce the hours of the employee with the least length of service.

The City Manager or his designee will make a reasonable effort to integrate those employees who may be subject to layoff into another department by transfer when another department has a position of the same or lower classification that is open and available and for which the employee is otherwise qualified.

13.3 Recall from Layoff. There is no right to recall; however, if, within 12 months of layoff an Association position becomes available, the City shall notify the employee(s) of the open position. The laid off employee will be permitted to apply as if he were a current City employees.

ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 Discipline and Discharge. The principles of progressive discipline shall normally be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without just cause.

14.2 Forms of Discipline. Disciplinary action for just cause shall be limited to the following:

a. Written reprimand
b. Suspension
c. Demotion and/or reduction in pay
d. Discharge

14.3 Due Process. When the City intends to take disciplinary action involving discharge or suspension, the City shall notify the employee in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. At the request of the employee, the employee will be entitled to be accompanied by a representative at the hearing.

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

Disciplinary action may be imposed without warning notice or written reprimand if an offense is a flagrant violation or when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent and create a grave circumstance. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting or dishonesty.

In cases where immediate disciplinary action is taken the employee may be suspended immediately while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. If the employee is cleared of the charges by the City, the affected employee will be reinstated immediately without loss of pay or other benefits. In the case where discharge or demotion or reduction in pay is the disciplinary action imposed, the effective date will be the date of determination.

14.5 Notice of Discipline or Discharge. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file. The employee shall receive prompt written notice of any disciplinary action taken; such notice shall include a record of the action, the specific violations, including reference to written rules and regulations, and the penalty to be imposed.

14.6 Grievances. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the Grievance Procedures in Article XV.

14.7 Probationary Employees. This article shall not apply to any employee on probation. Probationary employees may be discharged with or without cause.

ARTICLE XV - SETTLEMENT OF DISPUTES

15.1 Grievance Procedure. The City will promptly consider and respond to employee grievances relating to the provisions of this contract. Furthermore, the City prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

An employee, at his or her discretion, may elect to be represented by the Association at any step of the grievance procedure.

The following steps are to be followed in submitting and processing a formal grievance. For purposes of the Article, working days shall be defined as business days, i.e., Monday through Friday excluding holidays and closure days.

Step I. The aggrieved employee or group of employees should verbally present the grievance to the immediate supervisor within ten (10 working days of the occurrence of the problem or within ten (10) days of the time the employee becomes aware of the problem. The supervisor shall give his/her oral reply within ten (10) days of the date of the presentation of the grievance, not including the date of presentation.

Step II. If the grievance is not fully settled in Step I, it shall be reduced to writing and shall include the details of the grievance, the section of this Agreement allegedly violated (if applicable) and the specific remedy requested. All pertinent correspondence, records and information shall be provided and presented by the aggrieved party to the Director within ten (10) working days after the supervisor's oral reply is given (not including the day the answer is given). The Director shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance (not including the day of the presentation.)

Step III. If the grievance is not settled at Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records and information, to the City Manager within ten (10) working days (not including the day the answer is given). The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisor, and the Director. The City Manager shall reply to the grievance in writing within ten (10) days after the date of the presentation of the written grievance. The decision of the City Manager shall be final and binding.

15.2 Time Limitation for Filing. If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be considered not to have existed.

15.3 City Liability. If the City fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

15.4 Extension of Time Limits. If extenuating circumstances exist, the time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent shall be indicated in writing and signed by all parties involved.

ARTICLE XVI - STRIKES AND LOCKOUTS BARRED

16.1 No Strikes. The Association and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage or slowdown, or any other restrictions of work, at any location of the City's during the term of this agreement. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

16.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately, upon notification, attempt to secure an immediate, orderly, return to work.

16.3 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE XVII - PERSONNEL FILE

17.1 Files. There shall be only one (1) official personnel file for each employee and that file shall be maintained by the Human Resources Department. Employees may inspect the contents of their official personnel file, except for the confidential reports from previous employers and documents used for hire or promotion determinations, in the presence of an authorized City representative.

17.2 Response. An employee may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or his designee.

17.3 Changes. In order to keep records of employment up-to-date, it is the responsibility of the employee to notify the City of changes such as: name, address, telephone number, marital status, citizenship, licensure, dependents, beneficiaries, and other pertinent information.

17.4 Signature Required. No information reflecting critically upon employees shall be placed in their personnel file that does not bear their signature, unless the document is a termination notice. Employees shall be required to sign such material to be placed in their personnel file, and may add the following disclaimer: *The employee's signature does not indicate agreement.*

ARTICLE XVIII – EMPLOYEE EXPENSES

18.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, etc. requiring use of his personal vehicle for transportation to such location shall be compensated for mileage at the City's current mileage rate per Administrative Policy.

18.2 Per Diem. When an employee's duties require him to travel outside the City, the City agrees to pay the employee reasonable costs for food and lodging in accordance with rules defined in the Administrative Policy and the law.

18.3 Uniforms. Required uniforms and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees thus provided shall wear such uniforms, other protective clothing and safety wear in the manner required by law or the City. No employee shall wear or use any such protective clothing, uniforms or safety wear provided by the City save and except on the job, however old clothing, not in City use could be worn by employees provided the labels be taken off. The City will consider working conditions when determining uniform requirements. Employee shall maintain uniforms and equipment supplied by City.

All clothing with a City logo provided to employees shall be returned to the City upon termination of employment or returned when the clothing will/can no longer be worn.

ARTICLE XIX – GENERAL PROVISIONS

19.1 Job Descriptions. The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer to a specific position, and not to an individual. Each position shall have a specification that includes a concise, descriptive title, a description of responsibilities and a statement of the minimum or desirable qualifications for each position. Job descriptions shall relate only to the type of work done by each class. The City shall forward to the Association any changes in the job descriptions of the classifications covered by this Agreement.

19.2 Rules. The Association recognizes the right of the City to make reasonable work rules, but in no case will the City promulgate or implement any work rule which is inconsistent with this Agreement. All work rules will be reduced to writing and will be furnished to the Association and to the affected employee(s) at least seven consecutive business days prior to implementation. The City will provide the Association with an opportunity to meet and confer on new work rules, and bargain on any mandatory subjects in accordance with Oregon law.

19.3 Personal Appearance. Personal appearance at work should be neat and consistent with a professional atmosphere (1) to foster a professional or identifiable appearance for citizens, customers, and suppliers; (2) to create a positive working environment and limit distractions caused by outrageous, provocative or inappropriate dress or appearance; and (3) to ensure safety while working. Personal appearance would also include a requirement for good personal hygiene and the avoidance of heavily scented perfumes, colognes or lotions. Good individual judgment is the best guideline, and Department Directors retain the right to determine what appearance at work is appropriate. Standards may vary depending on the nature of the work environment, nature of work performed, involvement with the public, required uniforms or other circumstances as determined by the Department Director.

ARTICLE XX - MAINTENANCE OF STANDARDS

20.1 Scope of Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and the rights of any employee covered by this Agreement, and shall supersede all previous oral and written agreements between the City and the employees. The City is under no obligation to maintain past practices, existing conditions or historical prior benefits, oral or written.

ARTICLE XXI - SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII - EXECUTION/SIGNATURES

This agreement shall be effective upon execution of signatures, and except as amended or modified, shall remain in full force and effect until December 31, 2016.

This agreement shall automatically be renewed from year to year unless either the City or the Association notifies the other party in writing of their desire to negotiate a successor agreement.

Executed this 21 day of September, 2015, at Grants Pass, Oregon, by the undersigned officers and by the authority of and on behalf of the City of Grants Pass, Oregon and the Grants Pass Employee's Association.

GRANTS PASS EMPLOYEE ASSOCIATION

David Staudenraus

David Staudenraus, President

CITY OF GRANTS PASS, OREGON

Aaron K. Cubic, City Manager

Appendix "A"

Accounting Technician
Accounting Technician - Lead
Administrative Support Specialist
Analyst (excluding HR's confidential position)
Assistant Planner
Associate Planner
Building Inspector/Plans Examiner
City Surveyor
Computer Services Technician
Database Technician
Department Support Technician
Engineering Technician
Finance Support Specialist
GIS Coordinator
Grants Specialist
Land Acquisition Specialist
Mechanic
Network Administrator
Office Assistant (excluding HR's confidential position)
Project Specialist
Systems Administrator
Utility Engineer
Urban Forester
Webmaster

APPENDIX "B-1"

New Salary Structure effective July 1, 2015 – December 31, 2015

Grade	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A11	Office Assistant (Level I)	$27,555	$28,657	$29,803	$30,995	$32,235	$33,525	$34,866
		2,296.23	2,388.08	2,483.60	2,582.94	2,686.26	2,793.71	2,905.46
		1,059.80	1,102.19	1,146.28	1,192.13	1,239.81	1,289.40	1,340.98
		13.2475	13.7774	14.3285	14.9016	15.4977	16.1176	16.7623
A12	Office Assistant (Level II)	$30,999	$32,239	$33,529	$34,870	$36,265	$37,715	$39,224
		2,583.25	2,686.58	2,794.05	2,905.81	3,022.04	3,142.92	3,268.64
		1,192.27	1,239.96	1,289.56	1,341.14	1,394.79	1,450.58	1,508.60
		14.9034	15.4995	16.1195	16.7643	17.4349	18.1323	18.8575
A13	Accounting Technician	$31,929	$33,206	$34,534	$35,916	$37,352	$38,847	$40,400
		2,660.75	2,767.18	2,877.87	2,992.98	3,112.70	3,237.21	3,366.70
		1,228.04	1,277.16	1,328.25	1,381.38	1,436.63	1,494.10	1,553.86
		15.3505	15.9645	16.6031	17.2672	17.9579	18.6762	19.4233
B20	Department Support Technician	$35,122	$36,527	$37,988	$39,507	$41,088	$42,731	$44,440
	Lead Accounting Technician	2,926.83	3,043.90	3,165.66	3,292.28	3,423.97	3,560.93	3,703.37
		1,350.84	1,404.88	1,461.07	1,519.52	1,580.30	1,643.51	1,709.[illegible]
		16.8855	17.5610	18.2634	18.9939	19.7537	20.5438	21.36[illegible]
B22	Administrative Support Specialist	$37,229	$38,718	$40,267	$41,878	$43,553	$45,295	$47,107
	Webmaster	3,102.44	3,226.53	3,355.60	3,489.82	3,629.41	3,774.59	3,925.57
		1,431.89	1,489.17	1,548.74	1,610.69	1,675.11	1,742.12	1,811.80
		17.8987	18.6146	19.3592	20.1336	20.9389	21.7765	22.6475
B24	Finance Support Specialist	$38,718	$40,267	$41,878	$43,553	$45,295	$47,107	$48,991
	Mechanic	3,226.53	3,355.60	3,489.82	3,629.41	3,774.59	3,925.57	4,082.60
		1,489.17	1,548.74	1,610.69	1,675.11	1,742.12	1,811.80	1,884.27
		18.6146	19.3592	20.1336	20.9389	21.7765	22.6475	23.5534
B26	Database Technician (GIS)	$39,880	$41,475	$43,134	$44,860	$46,654	$48,520	$50,461
		3,323.33	3,456.26	3,594.51	3,738.30	3,887.83	4,043.34	4,205.07
		1,533.84	1,595.20	1,659.01	1,725.37	1,794.38	1,866.16	1,940.80
		19.1731	19.9400	20.7376	21.5671	22.4298	23.3270	24.2600
B28	Assistant Planner	$41,276	$42,927	$44,644	$46,430	$48,287	$50,218	$52,227
	Engineering Technician	3,439.65	3,577.23	3,720.32	3,869.14	4,023.90	4,184.86	4,352.25
		1,587.53	1,651.03	1,717.07	1,785.75	1,857.19	1,931.47	2,008.[illegible]
		19.8441	20.6379	21.4634	22.3219	23.2148	24.1434	25.10[illegible]
C30	Computer Services Technician	$43,340	$45,073	$46,876	$48,751	$50,701	$52,729	$54,838

	Public Works Project Specialist	3,611.63	3,756.09	3,906.34	4,062.59	4,225.10	4,394.10	4,569.86
		1,666.91	1,733.58	1,802.93	1,875.04	1,950.04	2,028.05	2,109.17
		20.8363	21.6698	22.5366	23.4380	24.3756	25.3506	26.3646
C32	GIS Coordinator	$45,940	$47,778	$49,689	$51,676	$53,743	$55,893	$58,129
		3,828.33	3,981.46	4,140.72	4,306.35	4,478.60	4,657.75	4,844.06
		1,766.92	1,837.60	1,911.10	1,987.55	2,067.05	2,149.73	2,235.72
		22.0865	22.9700	23.8888	24.8443	25.8381	26.8716	27.9465
C34	Associate Planner	$47,318	$49,211	$51,179	$53,226	$55,356	$57,570	$59,873
	Building Inspector/Plans Examiner	3,943.18	4,100.90	4,264.94	4,435.54	4,612.96	4,797.48	4,989.38
	Grants Specialist	1,819.93	1,892.73	1,968.43	2,047.17	2,129.06	2,214.22	2,302.79
		22.7491	23.6591	24.6054	25.5896	26.6132	27.6778	28.7849
C36	Land Acquisition Specialist	$48,738	$50,687	$52,715	$54,823	$57,016	$59,297	$61,669
	Urban Forester	4,061.47	4,223.93	4,392.89	4,568.60	4,751.35	4,941.40	5,139.06
		1,874.53	1,949.51	2,027.49	2,108.59	2,192.93	2,280.65	2,371.87
		23.4316	24.3688	25.3436	26.3573	27.4116	28.5081	29.6484
C40	City Surveyor	$54,099	$56,263	$58,513	$60,854	$63,288	$65,819	$68,452
	Network Administrator	4,508.23	4,688.56	4,876.11	5,071.15	5,274.00	5,484.96	5,704.36
	Systems Administrator	2,080.72	2,163.95	2,250.51	2,340.53	2,434.15	2,531.52	2,632.78
		26.0090	27.0494	28.1314	29.2566	30.4269	31.6440	32.9097
C46	Utility Engineer	$61,132	$63,577	$66,120	$68,765	$71,515	$74,376	$77,351
		5,094.31	5,298.08	5,510.00	5,730.40	5,959.62	6,198.00	6,445.92
		2,351.22	2,445.27	2,543.08	2,644.80	2,750.59	2,860.62	2,975.04
		29.3902	30.5658	31.7885	33.0600	34.3824	35.7577	37.1880

APPENDIX "B-2"

January 1, 2016, no wage adjustment