

**COLLECTIVE BARGAINING
AGREEMENT**

between

CITY OF NEWBERG

and

AFSCME COUNCIL 75

July 1, 2024 – June 30, 2027

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ARTICLE 1: UNION RECOGNITION

1.1 Recognition of Union

The City recognizes the American Federation of State, County, and Municipal Employees, AFSCME Council 75, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all employees in the Public Works Department, Information Technology (IT) Division and Engineering Department, excluding supervisory and confidential employees.

1.2 Disputes Concerning Newly Created and Existing Classifications or Clarifications

1.2.1 Written Notice

Any challenges regarding the inclusion, exclusion, or clarification of classifications or positions shall be referred to the Oregon Employment Relations Board (ERB) for determination. To minimize the possibility of such disputes, when a new Public Works/Engineering/Information Technology non-bargaining unit classification is created, or when a new position is exempted from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for exemption. Both parties will make a good faith effort to resolve the dispute before filing the case with the ERB.

1.2.2 Notification of New Class and Wage Scale

New classes may be developed within the bargaining unit by the City and a wage scale assigned thereto. The City will forward notice of the new class and wage scale to the Union by email. The wage scale so assigned may be negotiated upon request by the Union within fourteen (14) days after receipt of notice from the City. If the Union fails to request bargaining with the City within fourteen (14) days of receipt of notice of the new class, the interim wage scale will become final.

1.3 Certification of Union Officers

The Union shall, on an annual basis or as changes dictate, provide the City with a written list of the current Union officers and stewards, or designated representatives responsible for contract administration.

ARTICLE 2: MANAGEMENT RIGHTS

2.1 Recognition of Management Rights

It is recognized that areas of responsibility must be reserved to the employer if the City is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City. By way of illustration and not of limitation, the following are listed as such management functions:

2.1.1 Determination of Services

The determination of the services to be rendered to the citizens served by the City.

2.1.2 Determination of City's Operations

The determination of the employer's financial, budgetary, accounting and organization policies and procedures.

2.1.3 City's Rules and Provisions

The continuous overseeing of personnel policies, procedures, and programs promulgated under any resolution, ordinance or administrative order of the City, including the establishment of personnel rules and regulations not inconsistent with any other term of this Agreement.

2.1.4 Management and Human Resources

The management and direction of the workforce including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, assign duties, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the decision to contract or sub-contract any work (within the limits set by Section 2.2 of this agreement), or other rights as provided by ORS 243.650(7) (g).

2.1.5 Discretionary Practices

Both parties acknowledge that certain discretionary practices exist within the employer/employee relationship, which do not have a material effect on the conditions of employment, such as staff recognition celebrations. The parties agree that such practices shall continue to exist at the sole discretion of the City.

2.2 Contracting Out

2.2.1 The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further, the City agrees to meet and discuss any decision to contract or subcontract work currently performed by bargaining unit members, providing the union an opportunity to present alternative proposals. But the decision as to whether work is ultimately contracted out shall be at the sole discretion of the City. There shall be no obligation to bargain over the decision to subcontract or impact over subcontracting where the subcontracting is consistent

with past or existing practices or for seasonal work where no bargaining unit members are displaced.

2.2.2 No decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice to the Union.

2.2.3 Process

The City will give notice of any requests for proposals (RFPs) that will trigger a bargaining obligation under Section 2.2.1. Notice of RFP shall constitute notification under ORS 243.698. The cost of any mediator used as a part of this process shall be split between the parties.

ARTICLE 3: UNION SECURITY AND RIGHTS OF BARGAINING UNIT EMPLOYEES

3.1 Rights of Employees to Participate in Union Activities

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Union activities.

3.2 Employment Classifications

Employee status is categorized to make distinctions in benefits and other employment conditions and to aid in a better understanding of employment relationships within the City of Newberg. Employees may be considered as probationary, regular full-time, regular part-time, limited part-time, volunteers, temporary, management or contract. The following definitions apply:

Lead Worker/Crew Chief: This position involves limited oversight and administrative duties, which may routinely include assigning and ensuring completion of daily tasks by other employees, ensuring compliance by other employees with work rules, procedures, attendance, and training of other employees, which are deemed not to warrant a full supervisory classification. Lead Workers/Crew Chiefs will not be responsible for recommending hiring and/or firing, or imposing discipline but may choose to participate in these processes.

Probationary Status: Newly hired or promoted employees within the probationary period.

Regular Full-time: An employee who has successfully passed the probationary period and is regularly scheduled to work forty (40) hours or more per week. This classification is eligible for benefits.

Regular Part-time: An employee who is regularly scheduled to work at least twenty (20) but less

than thirty-six (36) hours per week. This classification is eligible for vacation, sick leave, holiday benefits on a pro-rata basis, and cost-of-living adjustment (COLA).

Limited Part-time: An employee who is regularly scheduled to work less than twenty (20) hours per week, or who may not have a set schedule and works only when called upon. These classifications are not eligible for benefits, however will be eligible for COLAs.

Temporary: An employee who is hired for a specified period of time, or for the duration of a specific project or group of assignments. This classification is not eligible for benefits other than those mandated by applicable law and will not be eligible for COLAs.

3.3 Authorization and Certification of Dues

3.3.1 Amount Deducted Each Payroll Period

The City agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable. The Union shall notify the City of the current rate of dues and other authorized deductions by the tenth (10th) of each month, which will enable the City to make the necessary payroll deductions as specified for that payroll period. If the payroll processing date changes due to changes in operations or software, the City shall notify the Union of the expected change.

3.3.2 Union Dues

Monthly Union membership dues will be deducted for those Union members who individually request and authorize such deductions in writing on the form provided by the Union. The City agrees to direct inquiries from employees regarding union membership and payroll deductions to the Union.

3.3.3 Holder of Record

During the life of this Agreement, the Union will notify the City of individuals who have authorized, or discontinued authorizations for deductions to the Union. An electronic file listing new authorizations or changes in authorizations for employee union deductions will be submitted by the Union to the City electronically by close of business on the business day immediately preceding the tenth (10th) of each month. The City agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

3.3.4 Limits.

Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of a dues deduction.

3.3.5 Appointment to Excluded Positions

Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

3.3.6 AFSCME PEOPLE Deductions

To the extent allowable by law, employees may authorize payroll deductions for the voluntary AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) by submitting the form provided by the Union.

3.3.7 Defense and Indemnification of the City

The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article, in the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

3.4 Union Representation and Contract Negotiations

3.4.1 Union Negotiating Team

The Union's Negotiating Team shall consist of not more than five (5) members, four (4) of whom may be employees. City employees participating in such negotiations will be allowed to do so without loss of pay. The Union and City may mutually agree to a different number of negotiating team members, appointing an equal number of representatives from labor and management.

3.4.2 Union Negotiating Team Preparation

City employees who are on the Union's Negotiating Team shall be permitted up to two (2) hours per negotiation session to prepare for negotiations with the City. The Union agrees to strive to minimize operational impact of Union negotiation preparation, and the City agrees to notify the Union of adverse operational impact.

3.4.3 Ground Rules

Prior to negotiations, representatives of the City's and the Union's Negotiating Teams will jointly discuss general negotiating ground rules, such as the number of observers, resource people, meeting times, etc.

3.5 Grievances and Contract Administration

The American Federation of State, County, and Municipal Employees (AFSCME) Council 75 is the exclusive representative of bargaining unit employees with respect to conditions of employment governed by this Agreement under the State of Oregon Public Employees Collective Bargaining Act.

3.6 Access

City employees serving as the Union's designated representatives shall have reasonable time to engage in union-related duties without loss of compensation as provided by ORS 243.798. Such designated representatives, or non-employee AFSCME representatives, will have reasonable access to the City's worksites or facilities to meet with employees to the extent that such meetings do not interfere with the work or operations of the City. To minimize such interference, notice should be provided to, and arrangements made beforehand with supervisors before arrival on site unless it is during scheduled breaks.

The Union may use the City's facilities to conduct such meetings.

3.7 Communication with Bargaining Unit Members

3.7.1 Bulletin boards

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and should be signed and dated by the individual doing the posting.

3.7.2 Email

The City's electronic mail (email) system may be used by the Union for Union related communications including, but not limited to, communications related to collective bargaining, grievance or other dispute investigations, and governance of the Union. The content of any and all communications using the City computer system is not privileged and may be subject to City review and public records requests.

3.7.3 Interoffice Mail

The Union is authorized to use the City's interoffice mail system for distribution to its members. The City shall not be responsible for the delays in delivery (if they occur) for such materials, and this authorization for the Union to use the mail system shall be permitted only if no postage or supplies are used.

3.8 Collective Bargaining Agreement Prevails

All matters not prescribed by the language of this Agreement may be administered for its duration by the City in accordance with the City Personnel Rules and Regulations. In the event of a conflict between Personnel Rules and this Agreement, the provisions of this Agreement shall prevail.

ARTICLE 4: NON-DISCRIMINATION

4.1 Non-discrimination and Compliance with Applicable Laws

The City and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, citizenship, gender identity or expression, mental or physical disability, sex, age, genetic information, marital status, veteran status, domestic violence victim status, union affiliation or other status protected by state or federal law. Any references to gender in the Agreement include all genders.

The parties agree that nothing in this agreement will interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law. Any disputes regarding this article may be resolved through the grievance procedure, but will not be subject to the arbitration process.

ARTICLE 5: HOURS OF WORK

5.1 Regular Hours

The regular hours of each work day shall typically be consecutive with interruptions for lunch periods.

5.2 Work Week

Work week shall consist of a seven (7) day work schedule with five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off or any other type of alternative work schedule agreed to in writing by the Union, the employee(s) and the City.

Management will endeavor to develop schedules that are the most effective for staff within each team, while taking into account city surveys and the desires of the individual employees. Management will engage in open dialogue with their teams to discuss schedules, staffing levels, customer service levels, and individual employee scheduling requirements. Management reserves the right to adopt schedules that, in its judgment, best satisfy the City's operational needs and provides optimal customer service. Superintendents or above are responsible for setting the schedule for their team consistent with notice changes in 5.3.1.

5.3 Schedule Changes

5.3.1 Notice of Changes

Other than unforeseen events or situations, notice of change in an employee's work schedule shall be given to the affected employees in writing, not less than fourteen (14) calendar days prior to the effective date of the change. The City may also grant a reasonable request for a temporary change to the work schedule of an employee on a case-by-case basis. The City may provide less than fourteen (14) calendar days' notice in case of unforeseen events or situations for affected employees such as unpredicted inclement weather,

natural or man-made disasters, emergency shutdowns or closures, or by mutual agreement in writing.

5.3.2 Flexible Work Schedules

By mutual written agreement, at any time, the work schedule can be flexed, meaning different start and stop times or different days during the week, without the payment of overtime unless the request exceeds forty (40) hours in a work week. This does not allow for flexing of schedules to avoid the use of sick leave, which must be reported accurately.

5.4 Rest Periods

5.4.1 Definition

Rest periods will be provided for in accordance with federal and state law. All employees shall have a fifteen (15) minute rest period during each one-half (1/2) shift which shall be scheduled as near the middle of each one-half (1/2) shift as is feasible. Rest periods may not be accumulated, nor shall rest periods have any monetary value.

5.4.2 Extreme Weather Conditions

Employees working in extreme weather conditions may be given extra breaks according to standards set by OSHA.

5.5 Meal Periods

Meal periods will be provided for in accordance with federal and state law. All employees will be granted a thirty (30) minute or a sixty (60) minute, duty free, unpaid meal period during each work shift, which shall be scheduled as near the middle of each shift as is feasible. Employees on a four (4)/ten (10) schedule may take a later meal period but shall not begin later than six hours after the beginning of their shift. Employees assigned to a task as a team or to meet task safety requirements, shall take their meal period at the same time.

The current length of meal periods may be changed by mutual written agreement between the employee and supervisor. Employees shall not be permitted to work through a meal period unless approval from a supervisor is obtained before the break period. If an employee works through their meal period, the meal period shall be recorded as paid time.

5.6 Call-Back Time

5.6.1 Definition

Any employee who has left their worksite and is called to report outside of their regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of one and one-half (1.5) times the employee's regular compensation

rate. Multiple call-backs within the same three-hour period will be considered one call-back for the purposes of this Section.

If the call-back work assignment and the employee's regular shift overlap, the employee shall be paid the 1.5 call-back rate until the employee completes three (3) hours work. The employee shall then be paid for the balance of the regular work shift at the regular rate.

This section does not apply to scheduled time at the beginning of the work shift or workday or at the end of the work shift or workday provided forty-eight (48) hour notice has been given and the additional time is consecutive with the shift hours or work. (For example, if an employee is given forty-eight (48) hour notice to change the start time from 6:30 a.m. to 5:00 a.m., the entire shift will be at regular hours, unless they work more than forty (40) hours for the week.)

5.6.2 Not Returning to Work Site

An employee who receives a call and can resolve the issue by phone or by computer without having to come to work shall be paid one (1) hour of call-back (1.5) rate if the employee can resolve the problem within thirty (30) minutes. If the issue requires more than thirty (30) minutes or the employee must leave their home, the employee shall receive a minimum of three (3) hours of call-back (1.5) rate.

5.7 Overtime

5.7.1 Definition

When employees are required to work overtime, the employee may, at their discretion, choose either compensatory time off or pay at the rate of one and one-half (1.5) times the employee's regular rate of compensation, provided that the employee is not exceeding the compensatory time cap. Overtime is defined as any hours worked more than forty (40) hours in one work week. Unless there is an unanticipated incident or event which requires immediate attention, management must approve any overtime hours in advance. Unauthorized overtime shall be paid in accordance with FLSA. However, employees working unauthorized overtime may be subject to discipline.

5.7.2 Accumulation and Use of Compensatory Accrual

Compensatory time accumulation shall not exceed ninety-six (96) hours. All hours over ninety-six (96) will be automatically paid as overtime. Employees already over the cap will not be penalized or forced to use comp time but will not be allowed to accrue more comp time until they are under the ninety-six (96) hour cap. Employees may request to take compensatory time off and shall be permitted by the City to use such time within a reasonable period after

making the request if the use of the compensatory time does not unduly disrupt the operations of the City.

5.8 Stand-by Pay/On-Call Pay

5.8.1 Time and Pay

When the City officially places an employee on stand-by/on-call and requires an employee to carry an emergency communication device and to provide response to incidents and calls generally within forty-five (45) minutes, the City shall pay the employee thirty-five dollars (\$35) per calendar day. To be eligible for the stand-by/on-call roster, the employee must be able to respond to a request for a call out within forty-five (45) minutes, and forty-five (45) minutes of travel time each way is considered part of paid time.

5.8.2 Enumerated Holiday Time and Pay

Employees on stand-by/on-call shall receive thirty-five dollars (\$35) or seventy dollars (\$70) per day for City recognized holidays enumerated in Article 9.1.1.

An employee that is in stand-by status for seven (7) consecutive days may elect to take ten (10) hours of compensatory time, in-lieu of pay described in 5.8.1 and 5.8.2.

5.9 Reporting Time

5.9.1 Minimum Requirement

An employee who is scheduled to report for work and who presents themselves for work as scheduled shall be assigned to at least three (3) hours of work.

5.9.2 Applicable Pay Rate

If work within the bargaining unit is not available, the employee shall be excused from duty and paid for three (3) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

5.9.3 Excused from Duty

If an employee reports for and starts to work as scheduled and is excused from duty before completing three (3) hours work, the employee shall be paid for three (3) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

ARTICLE 6: WAGES

6.1 Rate of Pay

Each employee shall be compensated in accordance with the wage schedule attached to this agreement in Appendix A.

6.1.1 Effective Date

Effective July 1, 2024, wages shall increase by three percent (3%).

Effective July 1, 2025, wages shall increase by three percent (3%).

Effective July 1, 2026, wages shall increase by four percent (4%).

6.2 Salary Step Increases

Employees shall be eligible for salary step increase consideration as follows:

Annually on January 1st of each year until the employee reaches the top of the range.

6.3 Salary on Promotion

Upon promotion, an employee shall be paid at least the minimum of the salary for the new job and shall receive roughly a five percent (5%) increase (occasionally step distance may vary slightly).

6.4 Salary on Return from Layoff

When the City recalls an employee previously laid off, he/she shall be placed at the step most closely aligned to the employee's rate of pay at the time of the layoff. Future step increase eligibility shall be the prior date, adjusted for the time away, just as if the employee had taken a leave of absence.

6.5 Pay Day

Employees are paid monthly. Paydays are on the last working day of each month.

6.6 Out of Class Pay

Employees assigned by a supervisor in writing to perform the duties of a higher paid position for more than a total of five (5) consecutive working days shall be paid for all such work, retroactively to the first day of the assignment, five percent (5%) of the employee's base salary.

6.7 Beginning Salary

6.7.1 Normally an employee will be appointed at the first step of the range established for his/her classification. The City may make an appointment above the first step at the sole discretion of the City.

ARTICLE 7: RETIREMENT

7.1 Retirement Plan

The City provides a City Retirement Plan for all regular full-time employees. Employees hired before January 1, 2018 are enrolled in the NERPS (Newberg Employees Retirement Plan). Eligible employees hired on or after January 1, 2018 are enrolled in the Oregon Public

Employees Retirement System (PERS). The employees contribute to their retirement by paying the six percent (6%) employee contribution, directly out of their paychecks into the retirement plan (as a pre-tax contribution per IRS Code 414 (h)).

7.2 Deferred Compensation Plan

The City agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made by employees in any amount up to the annual limit set forth by the IRS.

7.3 Longevity Salary Program

Longevity-based payments will be paid as salary at the following rates:

Five (5) Years:

After five (5) years of employment, beginning the first full month after the five (5) year anniversary date, sixty dollars (\$60) a month, seven hundred twenty dollars (\$720) per year.

Ten (10) Years:

After ten (10) years of employment, beginning the first full month after the ten (10) year anniversary date, one hundred twenty dollars (\$120) a month, one thousand four hundred forty dollars (\$1,440) per year.

Fifteen (15) Years:

After fifteen (15) years of employment, beginning the first full month after the fifteen (15) year anniversary date, two hundred dollars (\$200) a month, two thousand four hundred dollars (\$2,400) per year.

Twenty (20) Years:

After twenty (20) years of employment, beginning the first full month after the twenty (20) year anniversary date, three hundred dollars (\$300) a month, three thousand six hundred dollars (\$3,600) per year.

Twenty-five (25) Years:

After twenty-five (25) years of employment, four hundred dollars (\$400) a month, four thousand eight hundred dollars (\$4,800) per year.

7.4 Retirement Medical Insurance

Retiring employees may qualify to purchase, through the City, Retirement Medical Insurance, pursuant to the provision of Oregon Revised Statute 243.303.

7.4.1 Mutual Agreement

Both parties must mutually agree to any changes in the retirement plan.

7.4.2 Annual Statements and Plan Books

The City will provide employees annual statements on retirement plans. A Plan summary for NERPS participants is available through Human Resources.

Employees covered under the PERS Plan will receive annual statements from PERS unless they have signed up for electronic statements.

7.4.3 Meeting with Representative

The City will allow an employee who is within five (5) years of retirement one (1) sixty (60) minute meeting with the retirement plan representative. The City will allow an employee who is within twelve (12) months of retirement one (1) ninety (90) minute meeting with the retirement plan representative.

7.5 Retirement and Recall Pursuant to Accrued Sick Leave

7.5.1 Accrued Sick Leave with Retirement Calculation

Application of accrued sick leave and its application to retirement calculation is governed by Plan provisions and calculated by Plan administrators.

ARTICLE 8: HEALTH & WELFARE

8.1 Carrier and Coverage Changes

The City retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, vision, life and other insurance plans provided that the successor plan(s) provide substantially comparable coverage to the existing plans.

8.1.1 Notification

If a change in carriers and/or coverage becomes necessary, the City agrees to notify the Union in writing of the change at least thirty (30) days prior to its effective date to allow the Union to provide input on the change. Nothing in this Article is intended to limit or waive the Union's rights under the Public Employee Collective Bargaining Act.

8.2 Plans Offered

The City currently provides full family medical through City County Insurance Services (CIS). Medical; Vision; Dental with Ortho; and Alternative Care Rider- Chiropractic and Acupuncture to eligible employees as defined by Federal and/or State laws, including but not limited to the Affordable Care Act (ACA). Employee contribution toward the monthly health care premium is through payroll deduction.

8.3 Premium Contribution

The City will endeavor to contribute one hundred percent (100%) of the cost of the eligible regular employee's monthly health care premium, including dependent coverage, subject to the following conditions.

8.3.1 Management retains the right to reinstate the previous ninety percent (90)/ten percent (10%) health care premium split should the City enter a period of extreme financial difficulty, so as to reduce the risk of layoffs.

8.3.2 A period of extreme difficulty shall be indicated by a projected reduction of property tax revenue of five percent (5%) or more over the previous financial period.

8.3.3 Should such a period of revenue loss occur the City shall notify the Union with at least three months' notice prior to the change that it is facing extreme financial difficulties and as a result will need to return to the original premium share arrangement.

8.4 Additional Insurance

The City shall provide Long Term Disability, Accidental Death and Dismemberment, and Life Insurance to eligible employees without cost to the employees.

8.5 Insurance Eligibility

Insurance plan coverage begins on the first day of the month following date of hire. If an eligible employee does not enroll during the eligibility period the eligible employee is required to wait for an "open enrollment" period to be insured.

8.6 Continued Eligibility Coverage

The City will pay its contribution for the insurance premium for employees who work or authorized paid leave for at least the first forty (40) working hours of the month. Eligibility for unpaid, unprotected leave is governed by CIS and the insurance carriers.

8.7 Qualified Family Status Changes (Qualifying Event)

The addition or deletion of dependents as a result of a qualifying event will be provided in accordance with federal or state laws and CIS Policy. Enrollment changes must be made online by the employee with applicable documentation within sixty (60) calendar days for newborns or children placed with the employee for adoption, or a new spouse or domestic partner. Changes shall be effective the first of the month following the date of the qualifying event; except in the case of newborns, adoptions or marriage, coverage is effective on the date of the birth, placement in the home or date of marriage. For newly eligible dependents not enrolled within sixty (60) calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

8.8 Flexible Spending Accounts (FSA)

The City shall make available the FSA Section 125 plan for health care expense reimbursement and dependent care expense reimbursement. The employee signs up for this plan at the time of open enrollment each year. The amount specified by the employee is deducted from their monthly paycheck. If allowed by the FSA plan administrator, debit cards shall be made available to participants.

8.9 Employee Assistance Program

The City agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents. For information regarding this plan please contact the Human Resources Department.

8.10 HRA VEBA

AFSCME may elect as a group to join the City of Newberg's existing VEBA account if all members commit to an equal payroll deduction of the same amount. The City will not match or contribute to a VEBA account for employees as long as the City is paying one hundred percent (100%) for medical, dental and vision premiums.

ARTICLE 9: HOLIDAYS

9.1 Regular Holidays

The following days (each a twenty-four (24) hour period from midnight to midnight) shall be recognized and observed as holidays on the days specified.

9.1.1 Recognized Holidays

The City of Newberg observes the following holidays each year, and offices are officially closed on these days:

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Fourth of July
Christmas Eve	Christmas Day

9.1.2 Floating Holiday

Full time employees may selection one (1) additional day (ten (10) hours) off with pay (known as a "floating holiday") during a calendar year. Part-time employees, who are eligible for benefits, will receive pro-rated time for their floating holiday, based on their FTE. A floating holiday for an employee working a ten (10) hour schedule must be taken all on one (1) day and cannot be broken down into increments to use on several days. Someone working an eight (8) hour scheduled must take eight (8) hours on one (1) day and two (2) hour on another day in the same work week (Sunday to Saturday). If the two (2) hour are not taken in the same week they are forfeited. Part-time employees must take the floating holiday all on one (1) day. Employees must coordinate requests for the use of the floating holiday with their supervisor. If your first day of employment is after March 1st you will not be eligible for a floating holiday until the following calendar year. A floating holiday not used by December 31st of a given year shall expire and be removed from the accrual bank.

9.1.3 Hours Paid for Holidays

Holidays are paid at the rate of ten (10) hours per holiday except if an eight (8) hour per day employee forfeits two (2) hours by not using it in the same work week.

9.1.4 Observation of Holiday

If any holiday falls on a Saturday, the preceding Friday will be observed, unless that Friday is also a holiday, in which case the following Monday will be observed. If any of the above holidays falls on a Sunday, the following Monday will be observed, unless that Monday is also a holiday, in which case the preceding Friday will be observed. If the actual holiday, rather than the observed holiday, falls on a Saturday or Sunday an employee who works on the actual holiday shall be paid at the rate of time and one half. This is only for employees working regular hours.

9.1.5 Schedule for Holidays

The City recognizes twelve (12) holidays each year, which are designated at ten (10) hours each. Part-time employees will receive holiday time according to their pro-rated FTE and must take it on one (1) whole day.

For employees working a four (4)/ten (10) schedule, if the holiday falls on a day when the staff member is not scheduled to work, they shall take the holiday on another day with the same work week (Sunday-Saturday) as the city recognized holiday.

For employees working on a five (5)/eight (8) schedule, they take the holiday on the designated holiday pay, plus they can take two (2) hours of holiday on another day within the same work week as the city recognized holiday.

Additionally for full-time or part-time employees who do not usually work on the holiday or whose fixed schedule does not include holiday days, they should take the holiday on another day within the same work week as the city recognized holiday in the amount of their full-time or part-time FTE.

Management may for operational reasons, choose to allow any employee to earn straight compensation time instead of the method listed above. Earning comp time should only be used when the employee is unable to take the holiday due to designated work requirements with the same pay week. It is the employer's choice, not the employee's choice to designate comp time and this cannot cause the employee to exceed the compensatory time cap outlined in Article 5, Section 5.7.2 of this Agreement. If the employee does not take an alternative holiday in the same work week (Sunday-Saturday), the holiday is forfeited, and no comp time will be earned in its place.

Upon submitting a resignation notice the City requires an employee to work on the day before or after the holiday in order to receive holiday pay. Temporary workers and contract employees are not eligible for paid holidays.

ARTICLE 10: VACATION

10.1 Vacation Eligibility

All full-time and regular part-time employees are eligible for vacation based on the schedule below. All accruals are pro-rated the first month of employment.

10.2 Vacation Accrual Schedule

Vacation benefits are earned for each full calendar month worked according to the following schedule:

Length of Service as of Anniversary Date	Vacation Award	Maximum Vacation Accrual Allowed
Up to 5 years	8 hours per month for a total of 96 hours, 12 days or 2.4 weeks/year	192
5 years, less than 10 years	10 hours per month for a total of 120 hours, 15 days or 3.0 weeks/year	240
10 years, less than 15 years	12 hours per month for a total of 144 hours, 18 days or 3.6 weeks/year	288
15 years, less than 20 years	13.33 hours per month for a total of 160 hours, 20 days or 4.0 weeks/year	320
20 years or more	14.66 hours per month for a total of 176 hours, 22 days or 4.4 weeks/year	352
25 years or more	16 hours per month for a total of 192 hours, 24 days or 4.8 weeks/year	384

10.3 Pro-rata Accruals

Accrual for regular part-time employees is on a pro-rated basis calculated on the established budgeted FTE. Continuous service will be calculated from the first of the month nearest your date of hire.

10.4 Vacation Purpose

Vacation is provided so that employees can enjoy periods of time away from work. Vacation is intended for rest and recreation.

10.5 Maximum Accrual

Accruals cannot exceed two (2) times an employee's annual accrual rate. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when the total accrued is less than the allowed maximum.

10.6 Vacation Use and Approval Process

Employees who want to use vacation time should request time off with at least one (1) business day of notice for approval so that arrangements for coverage can be made. Requests for vacation time are to be made through the City's time management software and submitted to the immediate supervisor. Supervisors will evaluate the leave request and provide a clear reason for any denied requests. The City will try to grant each request, but cannot guarantee requests will be approved. In the event of competing requests for times submitted concurrently, consideration will be given to the employee with the longest tenure, or seniority as defined in Article 14. Approval of special requests may be done at the discretion of the department head in accordance with departmental rules.

10.7 Vacation Payout

Upon termination, retirement, or death of an employee, employees shall be compensated for accrued vacation in cash at the employee's current rate of pay.

10.8 Vacation Sell Back

An employee with at least one year of service may elect to sell back up to eighty (80) hours of vacation. The employee must have a remaining balance of forty (40) hours after the sell back. Notification must be made to the City's payroll by June 15th of each fiscal year. The payment will be made in the June payroll as part of the regular paycheck. Accrual balances will be adjusted accordingly.

ARTICLE 11: SICKNESS AND INJURY LEAVE

11.1 Maximum Accrual

Sick leave will accrue at the rate of eight (8) hours of sick leave per month up to a maximum of one thousand (1,000) hours for full-time employees and at the prorated equivalent based on budgeted FTE for part-time regular employees.

11.2 Use of Sick Leave

11.2.1 Allowable Reason

Employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury, parental and family leave, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious health condition in their immediate families, requiring the presence of the employee, in compliance with and Oregon or Federal law. Employees may also use sick leave to cover time lost for non-emergency medical appointments for themselves, providing the proper authorization has been granted by management prior to the time being taken off.

11.2.2 Return to Work

In order to ensure employees are fully able to return to work, all absences of forty (40) hours or more may require the employee to submit to human resources a verification of illness or injury, at employer expense, to return to work, signed by a licensed health care provider, unless otherwise agreed to as part of an approved leave.

11.2.3 Emergencies

Emergency situations will be evaluated on a case-by-case basis.

11.2.4 Sick Leave Use

Sick leave is to be used for the purposes outlined in this Article and will not be granted to cover other leave requests made by employees.

11.2.5 Legal Requirements

The City agrees to abide by all State and Federal laws and regulations regarding FMLA, OFLA, Parental Leave Act(s), ADA, Paid Leave Oregon, or similar laws providing rights to employees in their use of sick leave, and other accrued leave banks.

11.2.6 Ineligible Employees

Employees are not eligible for sick leave if continuing to work at another job during the time for which sick leave is requested.

11.2.7 Restriction

Sick leave hours may be used in the pay period in which they are accrued to the employee accrued leave bank.

11.3 Family Sick Leave

11.3.1 Eligible Employees

In the case of a serious health condition of a member of the employee's immediate family, a FMLA/Paid Leave Oregon eligible employee, upon proper notice and approval, may use sick leave to cover time lost.

11.3.2 Immediate Family Definition

Immediate family for the purpose of this section will be defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or ward,

stepmother, stepfather, stepchildren, grandparents, or grandchildren, same sex partner or others as provided for by the law governing such leave.

11.3.3 Deduction from Sick Leave Accrual

Family sick leave will be deducted from the existing sick leave balance of the employee.

11.3.4 Use for Child

Sick leave is also available to care for a sick child who does not have a serious health condition but requires home care (sick child leave consistent with the law governing such leave.

ARTICLE 12: OTHER LEAVES

12.1 Union Release Time

Union officers, stewards and other employee representatives of the Union who are designated by the Union to represent it in activities may be granted up to ten (10) days leave Union Release Time without loss of status, seniority or other benefits. Such leave may be granted upon the written request of AFSCME Council 75, made to the City's human resources manager, not less than ten (10) City business days in advance of the commencement of the requested leave. The City may object if the leave causes undo operational impacts to the organization. The number of Union representatives absent on Union leave shall not exceed two (2) at any one time.

12.1.1 Authorized Union Representatives granted such Union Release Time as provided in Article to conduct labor organization business shall be maintained on the payroll with full accrual of wages and benefits. The Union shall reimburse the City for the fully burdened costs for each Authorized Union Representative taking such Union Release Time. The Union agrees to reimburse the City for all such costs of Union Release Time for each Authorized Union Representative monthly, for the previous month, upon receipt from City of an itemized summary of the costs including any compensation that is paid to the employee during that month, including but not limited to, the cost of wages, benefits, workers' compensation insurance and any employer contributions made toward any employee benefits, including but not limited to, benefits under ORS Chapter 238A, and other administrative costs not to exceed five percent (5%) of the Authorized Union Representatives' total compensation package.

12.1.2 The Union will defend, indemnify, and hold harmless the City for any and all costs including attorney's fees, damages, settlements, judgments, or other costs, obligations and liabilities the City incurs as a result of any actions taken by the Authorized Union Representative on behalf of the Union during the period of Union Release Time.

12.1 Jury Duty

The City of Newberg will grant employees paid time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to Newberg Payroll to verify the need for such leave. Any payments offered as part of jury duty would be declined by the employee. If they cannot be declined, they should be submitted to the City. If this duty continues beyond three (3) weeks, the employee will need to report back to the HR department on the progress of the proceeding and seek a continuance of this special pay. If jury duty does not take the entire work day, employees shall be afforded reasonable paid time in order to travel to work or the employee may choose to use appropriate leave for the remainder of the shift if pre-approved.

12.2 Bereavement Leave

12.2.1 Definition

Each regular employee covered by this contract will be entitled to up to forty (40) hours (prorated based upon FTE) of bereavement leave with pay per qualifying occurrence. Leave days may be non-consecutive, with approval from the department head or designee when the situation applies. For example, the employee takes three (3) ten (10) hour days (thirty (30) hours) off when the death occurs and later in the month takes a single ten (10) hour day off for the service. The City reserves the right to require verification for the use of this leave.

Employees shall be allowed any additional leave as permitted under OFLA.

12.2.2 Use

Such bereavement leave will apply to a death in the immediate family as defined under OFLA guidelines.

12.2.3 Not Accruable

Bereavement leave will not be accruable from year-to-year, nor will it have any monetary value if unused, and is not available for cash-out.

12.2.4 Additional Time Off

Employees wishing to take time for the loss of a family friend, pet, or other loss not specifically declared in this article, may request to take time off but will need to utilize accumulated vacation or compensatory time. Management will consider such requests and in the interest of supporting the employee at their time of loss, approve when staffing levels permit.

12.3 Educational Leave With or Without Pay

12.3.1 Definition

Special consideration may be granted to employees wishing leave for purposes of pursuing educational training at any accredited school when the course of study is directly related to the requesting employee's work. Such leave will be without compensation.

12.3.2 Certifications and Training

The City will pay for the maintenance of all job related certifications obtained while in the employ of the City, as well as all training, fees and materials for employer-required certifications within each department to include up to three (3) testing fees for a given job related certification. The City may also at each department head's discretion, pay for training, fees and materials for certifications required for advancement to the next certification level or advancement to a higher classification. (e.g., Operator I to Operator II requires a higher certification).

12.4 Government Leave

The City will provide leaves for military service and other public service areas as required by state and federal law. Grievance action taken under this section will not include binding arbitration unless mutually agreed to by the parties.

12.5 Family Medical Leaves

Employees shall be eligible to take Family Medical Leave(s) in accordance with relevant Federal and/or Oregon law. Necessary requests and documentation will be filed with the human resources department or Department of Employment for Paid Leave Oregon. Human resources will process the requests, notify the supervisor and department head of the approval and maintain the appropriate private and separate medical files as required by Federal regulations.

ARTICLE 13: PROBATION

13.1 Probationary Period

13.1.1 Original Appointment Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of service. A written review of the employee's adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted at or around the six (6) month from date of hire. Upon written agreement by the City and the Union, probation may be extended. Time spent on extended leave (leave greater than two (2) consecutive weeks) by the employee does not count towards the months of service required to complete the probationary period. Probation shall end only upon receipt of a satisfactory performance review which shall not be delayed unreasonably. A

probationary employee who has not received a written review by the end of their twelve (12) month probationary period, shall notify human resources in writing, who will respond within fourteen (14) calendar days with a scheduled date for the review. If no response is received within that time frame, the employee will be deemed to have completed probation.

13.1.2 Regular Employment Status

Upon satisfactory completion of the probationary period as judged by the City in a written performance review, the employee shall be considered as having demonstrated qualifications for the position, shall gain regular status, and shall be so informed through the supervisor.

13.1.3 Termination During Probationary Period

During the initial probationary period, a probationary employee may be terminated at any time without appeal or recourse to the grievance procedure of this Agreement. Probationary employees may use the grievance procedure for other, non-termination provisions of the contract.

13.1.4 Promotional Probationary Period

Upon promotion within the bargaining unit, an employee will undergo a promotional probationary period of six (6) months. If more time is necessary to evaluate a promoted employee, the City may extend the promotional probationary period up to three (3) months. During the promotional probationary period, an employee may be returned to the employee's former position for any reason without appeal or recourse to the grievance procedure of this Agreement. During the promotional probationary period the employee may elect to return to their previous position at any time within the first thirty (30) days in their new position.

ARTICLE 14: LAYOFF/SENIORITY

14.1 Seniority

14.1.1 Seniority Definition

For purposes of this contract, "seniority" means length of continuous service in a bargaining unit position, computed from the date of the employee's original hire. Such date shall be known as the employee's "continuous service date." Where two employees have the same continuous service date, the employee whose application was first filed shall be deemed the senior employee. Where continuous service dates and application dates are the same, seniority shall be determined by lot.

14.1.2 Continuous Service Definition

As used in this section, "continuous service" includes all authorized paid and unpaid leaves of absence, but does not include any period between an

employee's layoff and recall. In the event of layoff and recall, the employee's continuous service date shall be adjusted to reflect a total length of continuous service.

14.2 Order of Layoff- Definition of Reduction in Force.

Reduction of force is defined as a reduction in hours from full-time to part-time and from full-time or part-time to separation from employment.

14.2.1 Reduction in Force

In the event of a reduction in force in a department or division, the City will first ask for volunteers in that job. If there are no volunteers, or the number of volunteers is insufficient, layoffs will be made in the inverse order of seniority. The City will provide sixty (60) days written notice in person to the affected employees and by email to the union. Affected employees shall be informed of the layoff as soon as practicable. The laid off employee may, at the employee's discretion, bump a less senior regular full-time employee in a lower job description, if the laid off employee is qualified for that position. "Qualified" shall be defined as meeting the posted minimum qualifications in the job description at the time of bumping, including required certifications. Exceptions to certification may be made at the City's discretion in jobs where the law does not require certification for the position and the employee has the necessary skills and can obtain the certification within ninety (90) days.

14.2.2 Layoff Status

While on layoff status, regular employees may apply for seasonal work. If an employee is laid off from a regular job and later accepts a seasonal position, this would not change any of the provisions in this Article. Employees who bump to a seasonal position will be subject to recall under Articles 14.3 and 14.4.

14.2.3 Pay Status

Employees who bump to a seasonal position will be paid at the existing hourly rate as paid to other seasonal positions.

14.3 Layoff Status

14.3.1 Definition

For a period of twelve (12) months following the date of layoff, or reduction in hours from full-time to part-time, an employee shall be classified as on "layoff status," and the employee's name maintained on a recall eligible list. The order of names on the recall list shall be *in inverse order of layoff, by job description*. At the end of the twelve (12) month period, or sooner if the employee so requests, the employee's name shall be removed from the list.

14.3.2 Entitlements

An employee on full layoff status shall not be entitled to any pay, status, benefits, or employment rights other than those specifically provided herein. Employees who are changed from full-time to part-time status will be eligible for all provisions, status, benefits or employment rights as a regular part-time employee.

14.3.3 Notification of Change of Address

An employee on layoff status shall promptly inform the Human Resources Manager of any change of address and shall be deemed terminated if a letter mailed to the last address recorded with the City is returned unclaimed.

14.3.4 Accrual Payout

An employee being laid off shall be paid for the total accrued vacation, holiday (if any) and compensatory time existing at the time of the layoff date.

14.4 Order of Recall

14.4.1 Definition

An employee on the recall list shall be offered a seasonal position, if available, if the employee is qualified for the position.

14.4.2 Order

Employees will be recalled based upon their job classification and seniority date at the time of layoff with the most senior employee being recalled first.

14.4.3 Eligibility

Regular employees who are on a recall list (as defined by Article 14.3) will be eligible for employment in a vacant seasonal position. Regular employees who accept seasonal work shall be retained on the recall list. Failure to accept seasonal work will not affect the employee's standing on the recall list.

14.4.4 Termination

An employee shall be deemed terminated if the employee does not report for work within ten (10) City business days of written notice of recall via registered mail for a regular position. Except as provided in this section, no person shall be hired to fill any position from which an employee was laid off as long as there is an employee within that job description on the layoff eligible list.

14.4.5 Restoration of Accrued Sick Leave

Upon recall, the employee shall have restored for authorized use all accrued sick leave hours as recorded by the City at the time of the layoff (this shall be the adjusted amount after fifty percent (50%) is provided for retirement per Article 7.5). This does apply to cases where the laid off employee returns to

City work by being hired as a replacement as provided in Article 14.5.2 below. Time served in a seasonal appointment will not be credited towards the recalled employee's continuous service date for the regular position.

14.4.6 Acceptance of Regular Position

If an employee accepts a regular position, that employee will not be placed on the recall list and shall have no rights to recall, with the exception of 14.5.2.

14.5 Replacement Employment

14.5.1 General Applicant

An employee on layoff status may apply for a position with the City in a job other than the one from which the employee was laid off.

14.5.2 Retaining Eligibility

Acceptance of employment in a lower level job with a lower pay scale other than the employee's former job shall not be cause to remove the employee's name from the layoff eligible list. Rejection of replacement employment shall not be grounds for removal.

ARTICLE 15: PROMOTION AND VACANCIES

15.1 Promotions

Promotion is the change of position for an employee from a position in one class designation to a position in a class assigned to a higher salary range.

15.2 Filling Job Vacancies

Any job vacancy may be filled by promoting qualified employees within the City service or by hiring an external candidate. The City will fill employment vacancies with the most qualified applicant, whether it is from an internal or external source.

15.3 Appointment to Filling Vacancies

The appointment to fill a vacancy shall be made on a competitive basis utilizing criteria established by the City.

15.4 Recruiting and Hiring Process

External recruiting may be initiated concurrently with the internal posting process, but no hiring commitment or decision will be made until the position has been posted internally for a minimum of five (5) working days. Any internal applicant from the bargaining unit for a bargaining unit position within the City will automatically have an initial interview.

Existing employees denied a promotion or their application to fill a vacant position may request a preview with the hiring manager to better prepare the employee for future opportunities.

To be eligible to promote or otherwise fill a vacancy to a different job, the employee shall not be in the process of any disciplinary action during the recruitment process. New probationary periods will begin at the time of an approval promotion or filling of a vacancy.

15.5 Probation in New Position

Employees who are promoted or otherwise fill a vacancy shall serve a six (6) month probationary period in that different position unless they have not completed their initial probation. When an employee is promoted or otherwise fills a vacancy or transferred during their initial probationary period the six (6) months probationary period will be served concurrently with any unserved initial probationary period, however, the employee will continue to be “at-will” until they have passed the initial twelve (12) months.

The City may extend the six (6) month promotional period for up to three (3) additional consecutive months. The employee shall be covered by all terms and conditions of this contract except that the City’s standards for successful completion of the probationary period and its application to the employee may not be grieved.

15.6 Right of Return

Any regular status employee who is promoted shall have a thirty (30) calendar day period from the date of appointment during which the employee shall be allowed to return to the employee's former position. This thirty (30) calendar day period of time may be extended by the City if it has not made an offer of employment for the career employee's former position. In the event that an employee fails to pass the employee's six (6) month promotional probationary period due to an inability to meet performance standards, the employee will be returned to his/her previous position.

ARTICLE 16: PERSONNEL RECORDS

16.1 Files

Employees may inspect the contents of their personnel file, in the presence of an authorized City representative. The official files will be kept in a secure location. Any duplicate or subsequent notes or records kept by a supervisor shall be for reference only and will not be considered part of the official file. Employees shall have the right to challenge any records that should have been purged per section 16.3. If found to be incorrectly in the file, the document will be destroyed.

16.2 Signature Requirement

No information reflecting critically upon employees will be placed in their personnel files without the employees being given the opportunity to review and sign the information. Employees will be required to sign such material to be placed in their personnel file with the understanding that their signature does not indicate agreement. If the employee refuses to sign the document, the supervisor will make a note that the employee has refused to sign and will place the information in the file. Signature sections shall not be on a separate page from the document. They shall be on a front to back or two-sided document to show that the signature was placed on the original document and not on a document later amended post-signature. Original signed documents shall be kept in the official personnel file at human resources.

16.3 File Purging

Documentation of an oral reprimand will be removed from the employee's personnel files after eighteen (18) months. Upon written request of the employee, written reprimands may be removed from their personnel files after eighteen (18) months at the discretion of the division manager and as long as no discipline occurred within that time period. Upon written request, written reprimands shall be removed from the employee's personnel files after thirty-six (36) months if no discipline has occurred during that time period. This shall include copies in any subsequent "supervisory" files kept outside of human resources.

ARTICLE 17: EMPLOYEE EVALUATION

17.1 Evaluations

As part of the City's personnel system each employee shall be subject to a performance preview or review according to the City's performance review process upon completion of the probationary period.

17.2 Furnished Copies

An employee shall receive a copy of any performance preview or review.

17.3 Supplemental Letter

An employee may write a supplemental letter and have it put in his or her personnel file along with any preview/review placed in the employee's personnel file.

17.4 Definition

Performance previews/reviews are not considered disciplinary action, and shall not be used as such.

ARTICLE 18: DISCIPLINE AND DISCHARGE

18.1 Disciplinary Action

18.1.1 Definition

Disciplinary action may be imposed upon a non-probationary employee following the principles of just cause. Disciplinary action imposed on any non-probationary employee may be processed through the regular grievance procedure in this agreement. A grievance of an employee discharged shall be filed at Step 2 (19.6) and must comply with all the requirements of Step 1. Oral reprimands shall be limited up to Step 2 of the grievance process.

18.1.2 Progressive Discipline and Serious Misconduct

Disciplinary action shall be timely. The City will use progressive discipline unless the misconduct is of a serious nature that merits a higher level of discipline. Examples of serious misconduct may include, but are not limited to, violence or threats in the workplace, being intoxicated or otherwise impaired

while working, and sexual harassment. Except in cases of serious misconduct, discipline shall be corrective and not punitive. Discipline may include but is not limited to, oral reprimand, written reprimand, suspension without pay or in lieu of suspension final/last chance warning, and discharge.

18.1.3 Consequences

Serious violations, as determined by the City, may be dealt with by any of the above measures on the first offense or subsequent offenses.

18.1.4 Reprimand and Discipline

If the City has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

18.1.5 Stewards' Rights

A steward shall have the right to discuss any disciplinary action imposed or recommended by a supervisor with that supervisor at the affected employee's request, with or without the employee's presence.

18.1.6 Employees' Rights

In addition to the provisions of 18.1.5 above, an employee has the right to have a steward present at an interview with a supervisor when the employee has a reasonable belief that the interview is part of an investigation which could result in disciplinary action of the interviewee. The interview may not be unduly delayed awaiting a particular unavailable steward when other stewards may be available.

18.1.7 Due Process

Due Process procedures which normally will be followed when an employee may be subject to discipline greater than a oral reprimand are as follows:

18.1.7.1 Notification of Charges or Allegations

The employee will be notified of the charges or allegations which may subject them to discipline.

18.1.7.2 Notification of Disciplinary Sanctions

The employee will be notified of the disciplinary sanctions being considered.

18.1.7.3 Employees' Opportunity to Refute Charges or Allegations

The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.

18.1.7.4 Accompaniment by Employee

At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

18.2 Right to Grieve Discipline

Any discipline imposed on a non-probationary employee may be grieved through the provisions of Article 19. If an arbitrator determines that an employee has been issued discipline that does not comply with the just cause or other provisions of this Article, the arbitrator will have the authority to fashion an appropriate remedy that may include reinstatement with full restoration of rights and conditions of employment, compensation for lost wages or other benefits, or a reduction of the level of discipline issued.

18.3 Plans of Correction and Improvement

Management may counsel employees about areas in which improvement can be attained, when in the supervisor's assessment the employee could benefit from the additional coaching. The City may also provide counseling during the employee's performance preview and when appropriate the City and employee may develop a plan of action for improving performance.

The goal of this counseling is to help the employee understand the supervisor's expectations and provide a time frame during which the employee and the supervisor will work closely together to reach the required performance or behavioral improvements contained within the plan. So called "teachable moments" are not disciplinary in nature. These plans are not an extended probation, nor are they intended to be discipline. The purpose behind these policies is to provide a tool which allows for the documentation of improvements that must be made by an employee in meeting either the performance or behavioral expectations of the supervisor.

ARTICLE 19: DISPUTE SETTLEMENT

19.1 Grievance Definition

As used in this contract, the term "grievance" means any claim by or on behalf of a particular employee or party to this contract that such claimant's rights, benefits, privileges, or interests under this contract have been violated or that this contract has been misapplied to such claimant in a particular case.

19.2 Exclusive Remedy

Grievances shall be initiated and processed in the manner provided for herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances.

19.3 Time Limits and Procedures

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Any such waiver must be reduced to writing by the party requesting it and agreed to in writing by the other party (exchanged emails shall be sufficient to meet this

requirement). Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The City shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon. Upon failure of the City to respond to a grievance within the specified time limits, the Union will be permitted to advance the grievance to the next step.

19.4 Grievances

19.4.1 Outline of Written Grievance

The written grievance shall include:

19.4.1.1 Name and Position

The name and position of the employee by or on whose behalf the grievance is brought.

19.4.1.2 Dates

The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.

19.4.1.3 Statement

A clear and concise statement of the grievance, including the relevant facts necessary to a full and objective understanding of the employee's position.

19.4.1.4 Provisions

The specific provision or provisions of the contract allegedly violated by the City.

19.4.1.5 Remedy

The remedy or relief sought by the employee.

19.4.1.6 Signature(s)

The signature of the employee and/or the shop steward submitting the grievance, and such person's name and position.

19.5 Grievances at Step 1

The union has fifteen (15) calendar days after the incident that led to a grievance, to file with the employee's immediate supervisor. The supervisor has fifteen (15) days of receipt of the grievance to provide a written response. If the grievance is not resolved at Step 1, the union has ten (10) calendar days to advance the grievance to Step 2.

19.6 Grievances at Step 2

The grievance, along with all pertinent written information will be submitted to the city manager or their designee. The city manager or designee shall meet with the employee and/or the Union representative and will render a decision within fifteen (15) calendar days of receipt

of the grievance. If the city manager's decision does not resolve the grievance, the Union may advance the grievance to Step 3.

19.7 Grievances at Step 3

19.7.1 Process

If the Union chooses to advance the grievance to Step 3, the Union must provide notice to the city manager and request a list of arbitrators from the Employment Relations Board within fifteen (15) calendar days of the City's response in Step 2, unless mediation has been requested. If the parties do not agree to mediation, the Union must request a list of arbitrators within fifteen (15) calendar days of the refusal to mediate. Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the City and the Union representatives shall flip a coin to determine who shall exercise the first opportunity of striking a name, with the loser of the coin toss striking first. Strikes shall be exercised alternately until each party has exercised three (3) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection, and the arbitrator shall schedule a hearing.

19.7.2 Mutual Agreement

The parties may, by mutual agreement in a particular case, provide for any amendment, waiver, modification, or addition to the rules and procedures herein set forth in this Article, which agreement shall not affect subsequent cases.

19.7.3 Mediation

Within fifteen (15) calendar days of receipt of the City's response in Step 2, either party to the labor contract may request mediation. Both parties must agree to mediation. If agreed to by both parties, the Union will contact the State Conciliator of the Employment Relations Board and a mediation session will be held with an assigned mediator. If mediation is not successful, a request shall be made within ten (10) calendar days from the conclusion of mediation, for a list of arbitrators. Mediation shall be concluded when (1) the parties mutually agree in writing that the grievance is resolved; and (2) the Union provides written notice that the grievance is withdrawn; or (3) either party notifies the other party and the mediator in writing that it wishes to conclude mediation, but only after at least one mediation session has been held.

19.7.4 Arbitration Rules

Except as expressly provided herein, arbitration of grievances shall be conducted according to the applicable rules of the organization that supplied the parties with a list of arbitrators.

19.7.5 Arbitration Process

When, after the initiation of a grievance at Step 3 but before the arbitration hearing, new factual information or evidence directly relevant to the issues first comes to the knowledge of a party, which was not previously known to the party, notice of such information shall be served immediately on the other party's representative. Such information may be introduced in arbitration, if otherwise admissible according to usual evidentiary standards in arbitration.

19.7.6 Arbitration

The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or attend any of the terms of this contract; nor to substitute the arbitrator's judgment for that of the City as to any matter within the City's discretion under this contract, as long as the City did not exercise its discretionary authority unreasonably, arbitrarily, capriciously or discriminatorily; nor to consider, decide, or act upon any condition or circumstance not treated in this contract.

19.7.7 Arbitrator's Decision and Costs

The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Any necessary expenses for the services of the arbitrator shall be split equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses, subject to changes in relevant case law and in accordance with Article 25 Savings Clause. The names of any witnesses to be used in arbitration by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

19.7.8 Arbitrator's Decision

The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

19.8 Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

19.9 Confidentiality

All proceedings, meetings, and discussions related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution are exempt from public disclosure to the extent allowed under the public records law, until the conclusion of the final proceeding.

19.10 Absence from Work Station

Except for the provisions of Article 19.7.7, union stewards representing employees or the Union at the meetings and hearings provided for in this article shall be permitted, after notice to the immediate supervisor, to leave their assigned work areas without loss of pay during their attendance at such meetings or hearings.

ARTICLE 20: NO STRIKE OR LOCKOUT

20.1 Strike Prohibited

During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit, given the opportunity to confer with a supervisor while acting in the course of their employment, shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this article.

20.2 Union's Duty

In the event of a strike, work stoppage, slow down, picketing, observation of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification make reasonable attempts to secure an immediate and orderly return to work.

ARTICLE 21: OUTSIDE EMPLOYMENT

21.1 Approval to Engage in Outside Employment

Bargaining unit employees may not engage in outside employment that conflicts with the nature of the City's mission, conducts business with the City of Newberg, or otherwise interferes with the employee's ability to perform according to established standards of performance and work rules. An employee also may not conduct business connected to outside employment during scheduled hours of work at the City of Newberg.

An employee must receive authorization prior to engaging in outside employment. Any employee who wishes to engage in outside employment must submit a completed "Outside Employment" form to the employee's supervisor followed by review and approval of the City Manager. If the City, in its discretion, determines that the outside employment does not create a conflict, it will approve authorization of the request and place the Outside Employment form in the employee's Personnel File. If the City does not approve an outside employment request, the

Union reserves the right to meet and discuss the rationale for the City's decision. The City has the final say and the decision is not grievable.

ARTICLE 22: WORKING CONDITIONS AND SAFETY

22.1 Safety

The City and employees agree to abide by federal and state safety regulations per the Oregon Administrative Rules. Unsafe practices and conditions shall be immediately called to the attention of the employee's immediate supervisor and/or available supervisor. Once substantiated by the City, the unsafe condition shall be remedied as fully as possible. The City shall not discipline or in any manner discriminate against any employee who in good faith and for cause reports the existence of an unsafe condition or practice to the City. If an employee refuses to work due to a good faith belief and for cause evidence of unsafe working conditions after following the proper reporting of unsafe conditions as outlined above, the City agrees to not subject the employee to discipline. If the City fails to remedy the situation in a reasonable amount of time, the employee will not be penalized for reporting the unsafe condition. However, if the City examines the condition and deems it safe, the City can require the employee to perform the work.

22.2 Uniforms and Protective Clothing

22.2.1 Provided Uniform Items

The City shall provide uniform items required for the position, including but not limited to, shirts, jackets, vests, coveralls, gloves, safety glasses, rain gear, ANSI approved safety toed boots/shoes, if required, ANSI approved rubber boots, hats and replacement items as authorized by the Superintendent or designee.

Employees shall have the right to choose their preferred brand, fit, and style of provided boots within reason.

22.2.2 Employee Choices

Employees should have choice in fit of apparel, i.e. correct sizes. Every AFSCME union employee shall be paid a taxable one hundred fifty dollars (\$150) clothing allowance annually in the July payroll each year.

22.3 Clean Up Time

Whenever it is essential for employees to clean up or change clothes to be presentable upon leaving work, the employee shall be granted adequate personal cleanup time prior to the end of each work shift. The City shall provide the required facilities for the employee's cleanup time. Work schedules shall be arranged so that the employees may take advantage of this provision where it is applicable. Neither party to this contract shall construe "clean up time" to mean "quitting early time," "leave early time" or come in early from the field.

22.4 Tools and Equipment

Providing safety equipment and personal protective equipment is the City's responsibility. The City shall provide tools, except in Fleet Services where employees may elect to use pre-authorized personally owned tools.

22.5 Travel

Employees shall make every effort to travel as economically as practical. The City shall use a reasonableness test to evaluate whether employee proposed travel expenses are economical under the circumstances. Distances more than seventy (70) miles from Newberg, shall be considered for hotel stays, either on the night before or after a required class or training. The City has discretion to provide a City-owned vehicle for the travel, or to authorize the employee to use a personal vehicle. If, by mutual agreement, the employee uses a personal vehicle, the City shall reimburse the employee at the rate determined by the Internal Revenue Service. If the City requests that the employee use a City-owned vehicle, but the employee chooses to drive a personal vehicle, the City will not reimburse for travel. Drive time to required classes is paid roundtrip.

22.6 Bargaining Agreement and Personnel Rules and Regulations

The City will make a copy of this collective bargaining agreement electronically available within sixty (60) days of full execution of this contract.

The City will also provide electronic access to the City's Employee Handbook, any employee personal rules and regulations and any amendments of such rules.

The City will furnish each new employee information on how to access this agreement and the City's Employee Handbook and any personnel rules and regulations on the City website at the time of appointment.

22.7 Vehicle Safety

The parties recognize that possession of a valid Commercial Driver's License (CDL) or driver's license is an essential job function for a number of City positions. If an employee holds a position in a classification that requires a valid driver's license, and his/her license is non-renewed, suspended or revoked, that person will be subject to termination due to failure to maintain or report a change in the minimum qualifications. An exception to this is if the employee temporarily loses his/ her driver's license for a traffic violation, or their CDL lapses, the employee can apply accrued leave and other compensatory time, or if the City, without creating an operational disturbance can find alternative work duties, the City and the employee will bridge the gap, up to sixty (60) days. Employees are obligated to notify their employer immediately if their license is invalid or suspended.

22.7.1 Global Positioning Systems (GPS)

The City will provide at least ten (10) days advance notice to the Union and affected employees of any plans the City may adopt the installation of a GPS system in any vehicles that are operated by members of the bargaining unit.

The City intends to use the vehicle GPS system to improve operation efficiencies, achieve cost savings through preventative maintenance, and improve employee safety. Information or data gathered through the GPS system may not be the sole evidence for disciplinary action.

22.7.2 Policy for Firearms

Employees that commute to work in personally owned vehicles and park in City owned parking areas, but do not use their personal vehicle for the performance of work duties may carry legally owned firearms in their personal vehicles on City property in accordance with ORS 166.370. Firearms must be in a locked vehicle out of public display and if a firearm is in the vehicle, the employee may not transport another employee, vendor or member of the public during working time.

22.8 City to Bear Cost of Commercial Driver's License Requirement

The City shall bear any additional costs associated with a required commercial driver's license (CDL). Should an employee allow their CDL to expire or it is revoked, any re-instatement fee shall be the responsibility of the employee.

22.9 Impairing Medications

If an employee is taking any medication that has a warning label indicating it may cause impairments when driving or operating equipment and the employee's job duties include driving or operating equipment, the employee shall notify the human resource office before reporting to work. Failure to provide such notice may result in discipline depending on the severity and circumstances of the incident.

22.10 Inclement Weather

22.10.1 Essential personnel is defined as employees who are required to respond to work even during a City declared inclement weather or emergency situation as their duties are essential for basic City functions. Essential personnel will be notified annually by their supervisor that the position they hold is so designated.

22.10.2 Inclement weather will be defined and declared by the city manager or their designee. Once an inclement weather day has been declared, notice will be given to all City employees via public media, by phone, or other notification system as determined by management.

22.10.3 In the event that the City decides to close operations due to inclement weather or hazardous conditions, non-essential employees will not be required to report to a City facility. Non-essential employees will, at minimum, be paid their base rate for a full shift that day. Non-essential employees who have reported to their assigned shift at a City facility prior to the city manager closing the City shall receive the one and a half (1.5) rate or compensatory time for the actual hours worked.

22.10.4 Essential personnel required to report to work in inclement weather when the city manager has closed the City shall receive pay at time and one half (1.5) for actual hours worked that day.

22.10.5 Employees who attempt to get to work on time but are unavoidably delayed due to inclement weather when their worksite is open for regular business hours may arrive up to two (2) hours late for their scheduled shift without penalty. If an employee is more than two (2) hours late for their scheduled shift, the employee will use vacation time, saved holiday, compensatory time or leave without pay in fifteen (15) minute increments for time into their scheduled shift in excess of two (2) hours.

22.10.6 In the absence of a work site closure, an employee who determines that they cannot safely reach their assigned work location, or that they must leave early due to inclement weather, will charge time missed from their scheduled shift to vacation time, saved holiday, or compensatory time.

22.10.7 In the event of a natural disaster (earthquake, floods, major inclement weather) the City will take necessary action and make every effort to inform all employees of the procedures that should be followed. Should lines of communication become unavailable, employees must make every effort to report to their work locations as soon as is reasonably possible during work hours.

22.11 Hazardous Air Quality

22.11.1 Hazardous Air Quality Defined

For purposes of this Article, air quality will be considered unsafe due to inclement conditions if an air quality index (AQI) measurement within one (1) mile of an employee's work location has been found to be "very unhealthy" or worse, as defined by the United States Environmental Protection Agency.

22.11.2 When DEQ and OHA declare an air quality issue in the Portland or Salem regions, a supervisor will check the local AQI readings regularly and report them to the department head. The City will apply Oregon OSHA's air quality for outdoor workers guidance accordingly.

22.11.3 Concern that the building or outdoor area where work has been assigned is unsafe due to air conditions is a valid reason to report an unsafe work assignment to the supervisor. In such cases, the employee shall report the concern to their supervisor, who may choose to mitigate the safety concern through proper PPE, engineered controls, or reassign the employee to an alternative work assignment, including telework if appropriate. From the time that the employee raises the concern, to the point the concerns are mitigated, the employee shall not suffer any loss of pay.

22.11.4 When the City establishes a late opening due to elevated AQI, employees will report to work at the modified open time without loss of pay.

ARTICLE 23: JOINT LABOR MANAGEMENT COMMITTEE

23.1 Membership

A Joint Labor Management Committee is hereby established to serve as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The parties agree to meet at least two times per calendar year. The parties have the authority to create additional subcommittees underneath the auspices of the Joint Labor Management Committee, as the parties may deem appropriate. The Joint Labor Management Committee shall be composed of eight (8) members, with four (4) members appointed by the Union and four (4) members appointed by the City's human resource manager. Permanent or temporary membership of the Committee may be expanded by mutual agreement of the Union and City. Should the Joint Labor Management Committee meet during normal work hours, no bargaining union member of the Committee shall suffer any loss of pay as a result thereof.

23.2 Issues

The parties agree that the Joint Labor Management Committee and its subcommittees, as appropriate, will thoroughly examine and discuss the issues that have been jointly identified and any new issues that later are identified by the parties. It is intended that each issue will be thoroughly explored so that the ramification and impacts of each issue are understood by the committee members. The Joint Labor Management Committee shall have no authority to review the merits or adjust specific employee grievances. Subject to the deliberation of the subcommittees, or the Joint Labor Management Committee itself, recommendations may be issued to the Union's leadership or membership, as appropriate, and to the city manager or city council as appropriate.

ARTICLE 24: SAVINGS CLAUSE

24.1 Remainder of Contract Enforceable and Duty to Bargain Replacement Language

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

ARTICLE 25: COMPLETE AGREEMENT/PAST PRACTICES/SEVERABILITY

25.1 In the event the City desires to amend or modify or change the status quo concerning an issue that it believes is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Union with written notice of the proposed change. The Union will have fourteen (14) days to object in writing and orally to the person proposing the change or their designee. The Union's written objection will specify the nature of the objection. Failure of the

Union to object in writing to the proposed change within fourteen (14) days of the notice provided for above will serve as a waiver of the Union's right to bargain. Thereafter, the parties will bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement; the parties will follow the provisions outlined in Oregon Revised Statutes for Public Employee Rights and Benefits (ORS 243.650 through 243.795).

ARTICLE 26: DURATION

26.1 Term

This Agreement shall be effective July 1, 2024 and will remain in effect through June 30, 2027. To negotiate a successor agreement, either party must give written notice by January 1, 2027 to the other party of their intent to open the contract.

This Agreement will automatically be renewed from year to year thereafter unless by January 1 either party gives written notice to the other of their intent to negotiate a successor agreement.

Negotiations shall commence not later than forty-five (45) days after the giving of said notice.

APPENDIX A

City of Newberg Salary Pay Schedule FY 2024-2025 AFSCME Represented Employees

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
Facilities Maintenance/Groundskeeper	Grade 6	25.85	26.50	27.16	27.84	28.54	29.25	29.98	30.73	31.50	32.29	33.09	Hourly
Operator I		4,481.87	4,593.92	4,708.76	4,826.48	4,947.14	5,070.82	5,197.59	5,327.53	5,460.72	5,597.24	5,737.17	Monthly
Utility Technician I		53,782.44	55,127.04	56,505.12	57,917.76	59,365.68	60,849.84	62,371.08	63,930.36	65,528.64	67,166.88	68,846.04	Annual
Facilities Maintenance Tech-Lead	Grade 7	29.18	29.91	30.66	31.42	32.21	33.01	33.84	34.69	35.55	36.44	37.35	Hourly
Fleet Mechanic		5,058.62	5,185.08	5,314.71	5,447.58	5,583.77	5,723.36	5,866.44	6,013.10	6,163.43	6,317.52	6,475.46	Monthly
Engineering GIS Technician		60,703.44	62,220.96	63,776.52	65,370.96	67,005.24	68,680.32	70,397.28	72,157.20	73,961.16	75,810.24	77,705.52	Annual
Information Technician I													
IT Administrative Assistant													
Administrative Support Coordinator													
Operator II													
Plant Mechanic													
Utility Technician II													
Asset Management Specialist	Grade 8	32.51	33.32	34.15	35.01	35.88	36.78	37.70	38.64	39.61	40.60	41.61	Hourly
PW Conveyance Specialist		5,635.36	5,776.25	5,920.65	6,068.67	6,220.39	6,375.90	6,535.29	6,698.68	6,866.14	7,037.80	7,213.74	Monthly
Engineering Project Coordinator		67,624.32	69,315.00	71,047.80	72,824.04	74,644.68	76,510.80	78,423.48	80,384.16	82,393.68	84,453.60	86,564.88	Annual
Engineering Technician II													
Fleet Maintenance Lead/Crew Chief													
GIS Analyst													
Operator III													
PWM Lead/Crew Chief	Grade 9	35.83	36.73	37.65	38.59	39.55	40.54	41.56	42.60	43.66	44.75	45.87	Hourly
Senior Plant Mechanic		6,212.11	6,367.41	6,526.60	6,689.76	6,857.01	7,028.43	7,204.14	7,384.25	7,568.85	7,758.07	7,952.03	Monthly
Engineering Technician III		74,545.32	76,408.92	78,319.20	80,277.12	82,284.12	84,341.16	86,449.68	88,611.00	90,826.20	93,096.84	95,424.36	Annual
Operator IV - Regulatory Compliance	Grade 10	39.16	40.14	41.14	42.17	43.23	44.31	45.42	46.55	47.72	48.91	50.13	Hourly
		6,788.86	6,958.58	7,132.54	7,310.85	7,493.63	7,680.97	7,872.99	8,069.82	8,271.56	8,478.35	8,690.31	Monthly
		81,466.32	83,502.96	85,590.48	87,730.20	89,923.56	92,171.64	94,475.88	96,837.84	99,258.72	101,740.20	104,283.72	Annual
IT Systems Administrator	Grade 11	42.49	43.55	44.64	45.76	46.90	48.07	49.27	50.51	51.77	53.06	54.39	Hourly
Network Engineer		7,365.60	7,549.74	7,738.49	7,931.95	8,130.25	8,333.50	8,541.84	8,755.39	8,974.27	9,198.63	9,428.59	Monthly
		88,387.20	90,596.88	92,861.88	95,183.40	97,563.00	100,002.00	102,502.08	105,064.68	107,691.24	110,383.56	113,143.08	Annual

IN WITNESS WHEREOF the parties hereto have set their hand at the date indicated by their signature. This Agreement shall be deemed fully executed when all signatures have been obtained.

**AFSCME Council 75
Newberg Local**

City of Newberg

John Michael Fischer (Mike Fischer), President

Date: _____

Will Worthey, City Manager

Date: _____

Bryan Jones, Fleet Maintenance Lead Crew Chief

Date: _____

Kady Strode, Director of Finance

Date: _____

Jason Dorrell, IT Systems Administrator

Date: _____

Preston Langeliers, Public Works Maintenance

Date: _____

Brian Kershaw, Engineering Technician III

Date: _____

Craig Pack, Wastewater Treatment Plant
Superintendent

Date: _____

Casey Jennett, AFSCME Council Representative

Date: _____

Alison Seiler, Interim Human Resources Manager

Date: _____

Sydney Kosmicki, HR Generalist

Date: _____

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