

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF MT. ANGEL

AND

LOCAL 483

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement is entered into by the CITY OF MT. ANGEL, hereinafter referred to as the "City," and Local 483 and of the LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter collectively referred to as the "Union."

Unless indicated otherwise, references to the "Employer" or the "City" herein shall include the City Council as the elected officials directly responsible to the citizens of Mt. Angel for operation of the departments covered by this Agreement.

This document represents the full agreement between the City and the Union. The purpose of the Agreement is to set forth those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

1.1 The Bargaining Unit

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time non-supervisory personnel at the City of Mt. Angel. This does not include the police officers currently represented, City Hall or Library staff. The Finance Director's position, which both parties agree to stipulate as confidential, is excluded from the Bargaining Unit.

"Temporary" and "seasonal" employees shall mean those employees hired with the understanding that their employment is to be temporary or seasonal, for a period not to exceed six (6) months.

1.2 Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the bargaining unit for the purpose of negotiations with respect to salaries, wages, hours of work and other conditions of employment for such employees.

**ARTICLE 2 – NON-DISCRIMINATION, UNION MEMBERSHIP AND
CHECKOFF**

2.1 Non-Discrimination

The City and the Union shall not discriminate against any employees or applicant for employment based upon such person's age, race, religion, color, sex, national origin, marital status, sexual orientation or political affiliation.

2.2 Union Membership

Membership or non-membership in the Union shall be the individual choice of employees.

2.3 Check-Off

The City agrees to deduct Union membership dues once each month from the employees covered by the bargaining agreement and who have affirmed their union membership. Authorization by the employee shall be on present forms furnished by the City and may be revoked by the employee upon request. The amount to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement containing employees name and mailing address to the Union by the tenth day of the succeeding month after such deductions are made. The City shall not be liable for any error. The performance of this service is at no cost to the Union. The union will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article.

2.4 Change in Personnel

The City agrees to furnish the Union, upon request, a listing of all new union eligible employees hired and of all employees terminated as they occur. Such listing shall contain the names of employees, along with their job classifications, work locations, home addresses and dates of employment.

ARTICLE 3 – WORKWEEK

3.1 Workweek

The normal workweek shall consist of forty (40) hours and begins on Sunday and ends 168 hours later on Saturday. The normal workweek for union positions is outlined below:

- a) Public Works Department – The workweek of Public Works Department employees shall consist of forty (40) hours scheduled to fit the particular duties and tasks with a one (1) hour uninterrupted lunch period as appropriate for the schedule.

3.2 Work Schedules

Eight (8) consecutive hours of work, except for interruptions for meal period of one (1) hour shall constitute a work day. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Normal work schedules showing the employees' shifts, work days, reporting locations, and hours shall be posted on all department bulletin boards at all times. Starting times may be staggered for individual employees or groups of employees, provided employees have a minimum of eight (8) hours off between regular work shifts.

3.3 Rest Periods

Work schedules shall provide for a fifteen (15) minute rest period during each half shift, scheduled at or as near as feasible to the middle of each half shift. Rest periods shall be taken at the direction of the person in charge of each department (crew). Employees engaged in an operation, such as driving a truck, that has waiting time or times which may be construed as rest periods will not be included in a regularly established rest period. Rest periods shall not interfere with construction or maintenance operations in a manner that would holdup equipment, or be detrimental to public safety.

3.4 Meal Period

Employees shall receive a one (1) hour uncompensated meal period. To the extent consistent with operating requirements of the departments, meal periods shall be scheduled at or about the middle of the work shift.

3.5 Cleanup Time: Public Works

Employees shall be granted personal cleanup time of fifteen (15) minutes as needed prior to the end of each work shift. The City shall arrange work schedules so that employees may utilize cleanup time.

ARTICLE 4 – HOLIDAYS

4.1 Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
The Day before Christmas
Christmas Day
Floater*

Any day on which City Hall is closed to recognize or observe as a holiday, and is not specifically outlined above, shall become recognized and observed as a paid holiday under this Agreement.

*Each employee shall receive one (1) floating day off per fiscal year, on a date specified by the employee with the consent of the supervisor or department head. If not taken within the year earned, the floating holiday shall be lost. Floating holidays not taken before an employee terminates are not compensable.

4.2 Holiday Pay

Eligible employees shall receive one (1) day's pay for each of the holidays listed above. Eligible employees shall be those working the last scheduled workday before and the next scheduled workday after the holiday, unless on authorized, paid leave.

4.3 Weekend Holidays

Whenever one of the above holidays falls on Saturday or Sunday, the preceding Friday, or succeeding Monday, respectively, shall be observed as the holiday.

4.4 Holiday During Leave

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

ARTICLE 5 – SICK LEAVE

5.1 Accrual

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked up to a maximum accrual of 960 hours to be used in the event an employee is unable to report to work because of illness, or the illness or death of an immediate family member. For purposes of this Article, immediate family member includes spouse, same-gender domestic partner, parent, parent-in-law, parent of the employee's same-gender domestic partner, child (biological, adopted, foster, stepchild or in loco parentis), child of employee's same-gender domestic partner, grandchild and grandparent. Sick leave use shall be for actual hours missed from work.

Sick leave for family illness or death shall be limited to twelve (12) weeks annually (January 1 to December 31) to be used for spouse, minor child, parents or member of immediate household.

An employee may be required to furnish evidence supporting the need for the use of sick leave after five (5) consecutive days of sick leave usage. Employees must notify the City before the start of his scheduled work shift, or as soon thereafter as is reasonably possible, if he is unable to report to work.

Employees shall begin accrual of sick leave by prorating from date of hire in the bargaining unit. If an employee is not on a paid status for the entire month, prorating of sick leave for hours paid will be made for that month.

Sick leave shall not accrue during any period of leave of absence without pay.

5.2 Family Death

In addition to regular sick leave, an employee shall be granted up to five (5) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments, arrange for funeral services, or to attend funeral services.

An employee's immediate family shall be defined as spouse (including same-gender domestic partner); biological parents, adoptive parents, stepparents, foster parents;

biological children, adopted children, stepchildren, foster children; brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandchildren, or member of immediate household; or the equivalent relationships for anyone with an "in loco parentis" relationship.

5.3 Termination of Employment

Sick leave is provided by the City in the nature of an insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided an employee upon termination of employment.

ARTICLE 6 – VACATIONS

6.1 Amount of Vacation and Eligibility Requirements

Employees shall accrue vacation leave in accordance with the following schedule, based upon their length of continuous service as regular full-time employees of the City:

1 – 24 months	80 hours
25 – 60 months	110 hours
61 – 120 months	150 hours
121 – 180 months	180 hours
181 months and above	Add an additional 8 hours for every 12 months of service over 180 months. Total allowed annual vacation will not exceed 240 hours.

Continuous service is service unbroken by separation from employment as a regular full-time employee of the City or layoff of more than ninety (90) days duration.

Vacation credits shall not accrue during any unpaid leave of absence.

6.2 Vacation Scheduling

Employees may take earned vacation in one (1) hour increments.

Whenever possible, consistent with the needs of the City and the requirements for vacation relief, employees may schedule their own vacation times. Subject to operating requirements, vacation time shall be scheduled as between employees on the basis of seniority.

6.3 Termination of Employment

No payment in lieu of vacation shall be made in the event of death or termination of an employee during the initial thirty (30) days of continuous service. An employee shall be entitled to payment for accrued vacation leave in the event of death or termination of employment if he/she is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

6.4 Maximum Accumulation

The maximum accumulation of vacation credits shall not exceed those earned in two (2) years, or two hundred forty (240) hours, whichever is greater. An employee who has reached his maximum accumulation may request an immediate vacation in order to avoid loss of credits. The supervisor shall have the option of granting the vacation period requested or making payment in lieu thereof.

ARTICLE 7 – OTHER LEAVES OF ABSENCE

7.1 Leave of Absence

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed thirty (30) calendar days, shall be granted for any reasonable purpose where, in the judgment of the supervisor, the work of the department will not be seriously handicapped by the temporary absence of the employees requesting such leave. Any such leave must be consistent with the needs of the City and approved by the supervisor. At the discretion of the supervisor, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the supervisor and the City Manager.

7.2 Jury Duty

Employees shall be granted leave with regular straight-time pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. An eligible employee shall endorse any duty fee to the city as a condition to receipt of jury pay.

7.3 Parental Leave

Employees may use up to twelve (12) weeks of accrued sick leave, vacation leave or compensatory time for the birth of a child or adoption of a child. Leave beyond twelve (12) weeks must be approved by the City Manager unless such time meets the definition of 5.1.

Twelve (12) weeks includes employee's option to utilize leave without pay.

7.4 Military Leave with Pay (Annual Training)

Military leave shall be granted in accordance with the provision of State and Federal Laws.

7.5 Time Off to Vote

If vote by mail is not available, time off to vote will be in accordance with the Personnel Policy.

ARTICLE 8 – HEALTH AND WELFARE

8.1 Health and Welfare

- a) The City shall provide a group health insurance plan covering medical, dental, vision and prescription drugs for all regular full-time employees.

The City shall contribute ninety percent (90%) and the employee ten percent (10%) of the premium cost for eligible employees and their dependents.

- b) All employee insurance contributions shall be made through payroll deduction.

8.2 Retirement

The City shall enroll eligible employees in the Oregon Public Employees Retirement System (PERS) according to the rules and regulations of PERS. The City shall "pick-up" the employee's share of the contribution to PERS according to its rules and regulations.

8.3 Life Insurance

The City agrees to continue during the term of this Agreement the life insurance in effect. The City shall pay the cost of the premium for the employee.

8.4 Workers' Compensation

Employees will be provided full coverage as required by the Oregon Workers' Compensation Act. The City shall pay the premium for the insurance.

ARTICLE 9 – COMPENSATION

9.1 General

Effective July 1, 2022; July 1, 2023; and July 1, 2024 employees in the bargaining unit shall receive a COLA adjustment based on the Seattle CPI-U December for the previous year with a minimum of 2% and a maximum of 4%.

Effective July 1, 2022, July 1, 2023 and July 1, 2024, employees in the bargaining unit will receive an additional one percent (1%) market adjustment to their base wage, that will be applied in conjunction with the COLA increase for that year.

Step movement shall occur at twelve (12) month intervals (with a probationary completion step after the first six (6) months, followed by a movement to step 2 after an additional six (6) months) from the employee's date of hire, and is contingent upon a satisfactory or greater rating on the employee's annual evaluation. Evaluations shall be conducted, and step increases awarded, at the same time. The denial of a step increase, based upon a less than satisfactory performance evaluation is not subject to the grievance procedure. However, if the Union has a good faith belief that the reason for the less than satisfactory evaluation is based solely on management's desire to avoid incurring the additional fiscal cost of the higher step, such a denial may be subjected to the grievance procedure.

Payroll errors shall be corrected within five (5) days of notice to the City.

Effective with their next scheduled pay period from when the employee or their supervisor submits a signed Personnel Action Form (PAF) and documentation of license/certification to the Finance Director, employees shall receive incentive increases as follows:

CDL	\$15.00 per month
Water Treatment Certification Level I or Greater	\$25.00 per month
Water Distribution Certification Level I	\$25.00 per month
Water Distribution Certification Level II or greater	\$35.00 per month
Wastewater Collections Certification Level I	\$25.00 per month
Wastewater Collections Certification Level II or Greater	\$35.00 per month
Wastewater Treatment Certification Level I	\$25.00 per month
Wastewater Treatment Certification Level II or greater	\$35.00 per month
Pesticide Applicator's License—Right of Way	\$15.00 per month

Pesticide Applicator's License—Ornamental and Turf	\$15.00 per month
Pesticide Applicators License—Aquatic	\$15.00 per month
Flagging Certification	\$15.00 per month
Cross-Connection Specialist (Inspector)	\$25.00 per month

In no event shall an employee's incentive increase exceed \$160.00 per month. When level 2 or greater is achieved, pay for the lower level is discontinued.

It is the responsibility of the employee to submit the appropriate documentation in a timely manner in order to receive the additional pay.

9.2 Overtime

Except as provided for herein, employees shall be compensated at the rate of time and one-half (1 ½) times the regular rate of pay for work under the following conditions, but in no event shall such overtime compensation be received twice for the same hours worked.

- a) All assigned work in excess of forty (40) hours in any work week (authorized meal times shall not be counted).

9.3 Step Plan

New employees shall be hired at or above Step 1. Employees who are paid above the current pay scale, shall be red-lined as to any increases provided under this CBA, including step adjustments and wage increases, based on COLA or market adjustments, until their pay is within the range of the pay scale.

9.4 Pay Periods

This City will utilize its best efforts to issue payroll checks twice a month in accordance with current practice, checks being issued on the 15th of the month and on the last day of each month. Payroll checks will be made available for employee pick-up by 10:00 a.m. on these days.

Employees are paid based upon an hourly basis. Pay will reflect actual hours of work, rather than an average.

9.5 Call-back Times

Any employee called back to work after completing the employee's regularly scheduled shift for that day shall be paid a minimum of three (3) hours pay, at the rate of time and one-half. Any employee called to work on an off-duty day shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1 ½).

Any call-back for work within one (1) hour of an employee's start time will be paid at the regular rate of pay, unless the employee is otherwise in an overtime status. Employees will flex hours on the day of the early call-in if the department can accommodate the change.

9.6 On-call

In the absence of the Public Works Director's availability, an employee who is required to be on-call and responsible to respond to calls outside of their regular working hours are deemed to be waiting to be engaged in work. The on-call employee will receive one (1) hour of base wage pay at time and a half for each weekday on-call, as assigned, or two (2) hours of base wage pay at time and a half for each weekend day or recognized holiday day, as assigned. On-call hours are not considered hours of work for purposes of calculating overtime. Employees, who are required to be on call, are required to remain within a thirty (30) minute response time to the City, unless otherwise authorized (*current employees hired prior to the execution of this Agreement are required to remain within a forty-five (45) minute response time), and to remain duty-ready and able to respond to calls, as needed. If the employee is required to physically respond to the City, section 9.5 applies.

Assignment to on-call is at the discretion of the City with consideration given for skills and needs, and is not subject to grievance.

9.7 Personal Automobile

Employees required to use personal automobiles for City business shall be reimbursed at the current IRS rate per mile. Employees attending classes, conferences, or other assigned tasks not being held at their daily work site shall receive a mileage reimbursement from the employee's home to the site of the class, conference, or otherwise.

9.8 Compensatory Time

The City of Mt. Angel may allow for the accrual of compensatory time in lieu of payment of overtime or holiday pay. In lieu of paid overtime, comp time will be computed at 1.5 times the overtime hours, with prior agreement. Employees are encouraged to work with their supervisor to schedule and use comp time within 60 days of when it is accrued. At the discretion of an employee's supervisor, employees who have accrued less than 40 comp hours may be able to choose whether to be paid or accrue comp time. Employees with more than 40 hours of comp time may be "cashed out" for hours greater than 40 within the City's budgetary limits. When an employee is separated from employment, any remaining comp time will be paid to the employee.

An employee electing to accrue compensatory time shall comply with the following conditions:

- a) Any employee who does not elect to accrue compensatory time, when authorized, when filling out his/her payroll sheet will receive payment for overtime on the next applicable paycheck.
- b) Compensatory time shall be taken off at times mutually agreeable to the employee and the department head, throughout the year.
- c) With notice to the City on or before the 15th of each month, an employee may elect to cash out any or all accumulated compensatory time.
- d) The City, at its sole discretion, may decide to cash out all but forty (40) hours of any employee's accumulated compensatory time, to be paid on the last paycheck in June.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.1 Discipline

Disciplinary action or measures shall include the following: written reprimand, suspension, demotion, and discharge. Other employment action such as, but not limited to, oral reprimand, counseling, mandated administrative leave to obtain training, or other directive, shall not constitute discipline.

Disciplinary action may not be imposed upon an employee without just cause. Any disciplinary action or measure imposed upon an employee may be processed only as a grievance through the regular grievance procedure. If the City has reason to discipline any employee, the City shall make reasonable efforts to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

10.2 Discharge

The City shall not discharge any employee covered by this agreement without just cause. If, in any case, the City feels there is just cause for discharge, the City Manager or the Department Head shall notify the employee and the Union of the particular charges and of the fact that a discharge is being considered. Such notification shall state in detail the nature of the offense for which the employee is being discharged. The Department Head shall afford the employee a formal opportunity to refute the charges orally or in writing. Any employee recommended

for discharge shall automatically receive a ten (10) day paid suspension. During this time a pre-termination hearing will be scheduled and held. The purpose of the ten (10) day paid suspension is to allow the employee adequate time to develop a defense.

The City Manager will conduct the hearing and make the decision to impose discharge or a lesser degree of discipline.

The Union shall have the right to take up the suspension and/or discharge as a grievance at Step II of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

10.3 Probationary Employees

The provisions of this Article shall not apply to employees who have not completed the probationary period of employment.

ARTICLE 11 – SETTLEMENT OF DISPUTES

11.1 Grievance and Arbitration Procedures

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I. The employee or the Union shall present any grievance or dispute to the employee's Department Head within seven (7) calendar days from the date the employee knew or should have known of the action alleged to be a breach of this Agreement. The City Manager or the Department Head shall respond to the employee and the Union in writing within seven (7) calendar days.

Step II. If the grievance still remains unadjusted, it may be presented in writing by the Union to the City Manager, within fourteen (14) calendar days after the response of the Department Head is due under Step I. The City Manager shall respond in writing to the Union within fourteen (14) calendar days.

Should the City representatives fail to respond in the designated time periods outlined in Steps I and II, the Union shall have the right to move this dispute to the next step.

Step III. With the mutual agreement of the parties, mediation may be requested from the Employment Relations Board. The costs of the mediator shall be shared equally between the parties.

Step IV. If the grievance is still unsettled or the parties have not agreed to participate in mediation, either party may within fourteen (14) calendar days after the reply is due from the City, may by written notice to the other party request arbitration. Any grievance over the application, meaning or interpretation of a specific provision of this agreement may be submitted to arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within fourteen (14) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of nine (9) names. The party requesting arbitration shall strike one name first and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

The designated arbitrator shall set a time and place for the hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by the City and the Union. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator and the other party.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of the agreement and shall have no authority to add to, modify, or detract from the agreement. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12 – LAYOFF AND RECALL

12.1 Layoff

In the event of layoff for any reason and consistent with the operating procedures and staffing needs of the City, regular full-time employees will be laid off in accordance with their seniority in classification. No regular employee shall be laid off before probationary employees.

Probationary employees will be laid off based upon the City's evaluation of work performance, skill and abilities of the employee.

In the event the performance, skill, and abilities of two employees are relatively equal, preference shall be given to the employee with the longest length of service to the City.

12.2 Recall

Any position opening within the City for which laid off employees are qualified shall be offered to employees on the recall list before other applicants, provided such openings occur within two (2) years of the date of layoff.

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

ARTICLE 13 – SENIORITY

13.1 Definition

- a) Seniority shall be defined as the length of continuous service as an employee of the City, provided the employee has completed a probationary period of one thousand forty (1040) hours or one hundred eighty (180) calendar days, whichever is less.
- b) Anniversary date, or seniority date, shall be the date the employee begins performing work for the City.
- c) Seniority shall be broken only by voluntary resignation or justifiable discharge.

ARTICLE 14 – STRIKES AND LOCKOUTS

14.1 Strikes and Lockouts

There shall be no lockouts on the part of the employer, nor suspension of work on the part of the employees.

ARTICLE 15 – GENERAL PROVISIONS

15.1 Gender

All references to employees in this Agreement designate all genders and wherever the male gender is used, it shall be construed to include all employees.

15.2 Bulletin Boards

The City agrees to furnish and maintain suitable bulletin boards to be used by the Union in convenient places in each division. The Union shall limit its use of such boards to notices and bulletins concerning routine Union matters. Such notices shall be signed and in good taste and shall not reflect on the integrity or motives of any individuals, City Departments or activities.

15.3 Uniforms and Protective Clothing

The City shall maintain the current practice. However, all purchases are subject to the approval of the City Manager.

15.4 Visits by Union Representative

The City agrees that accredited representatives of the Union, whether Local Union representatives, District Council, or International Union shall have reasonable access to the premises of the City to conduct Union business. Such visits shall not interfere with the normal operation of the department.

15.5 Performance Evaluation

Performance evaluations will be conducted upon an employee's completion of the probationary period, and annually thereafter. An evaluation will also be given within six (6) months after a transfer or a change in an employee's job classification. The purpose of evaluations is to let employees know how well they are performing their assigned job duties, and whether they have any performance problems. Evaluations will be reviewed in a private meeting between employees and their immediate supervisors. Employees will be allowed to see the evaluations, sign the forms and receive a copy. The evaluations and subsequent meeting shall be held with thirty (30) days of employee's anniversary date.

ARTICLE 16 – SAVINGS CLAUSE AND FUNDING

16.1 Funding

The City agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this agreement. The City cannot and does not

guarantee passage of such budget requests pursuant to established procedures or any specific level of manning in the bargaining unit.

16.2 Savings Clause

In the event any words or articles of the collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Oregon Employment Relations Board, by statute or constitutional amendment or by the inability of the employer or employees to perform to the terms of the agreement, then upon request by either party the words or articles of the collective bargaining agreement shall be reopened for negotiations.

- a) Such negotiations shall apply only to the specific words or articles directly impacted. All other portions of the agreement shall remain in full force and effect.
- b) Renegotiations of a collective bargaining agreement pursuant to this Article are subject to ORS 243.698.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 Management Rights

It is recognized that an area 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 functions to be exercised exclusively by the City. By way of illustration and not of limitation, the following are listed as such management functions:

- a) The determination of the services to be rendered to citizens served by the City;
- b) The determination of the employer's financial, budgetary, accounting and organization policies and procedures;
- c) The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of this agreement.

d) 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, transfer and retain employees; the right to discipline or discharge for just cause; the right to layoff for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the decision to contract or sub-contract any work.

17.2 It is understood that the exercise of the management's rights specified above will not violate any provisions of this Agreement, and that the City will fulfill any legal obligation to bargain.

17.3 Any claimed violation of the duty to bargain as used in this agreement shall be reviewable exclusively by the Oregon Employment Relations Board and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 18 – PROBATIONARY PERIOD EMPLOYEES

18.1 Probationary Period

The probationary period for new employees who are hired for ongoing employment is one thousand forty (1040) hours or one hundred eighty (180) calendar days, whichever is less. Upon completion of the probationary period, the employee shall be considered a regular employee and seniority shall be credited to the most recent date of hire. Probationary employees shall be eligible for insurance benefits from the date of hire according to the rules and regulations of the carrier.

Probationary period employees earn vacation pay during their trial service, but are not entitled to begin using vacation until successful completion of their trial service.

18.2 Promotional Trial Period

Regular full-time employees promoted into a higher classification shall serve a probationary period of one thousand forty (1040) hours or one hundred eighty (180) calendar days, whichever is less. The employee may be returned to his/her previous position for any reason, if the position is available. The return is not subject to the grievance procedure in Article 11.

ARTICLE 19 – HEALTH AND SAFETY

19.1 Health and Safety

The City and the employees agree to abide by applicable health and sanitation laws for safety in the workplace. Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of his/her supervisor. The condition shall be reported to the safety committee as well.

19.2 Union Representation on the Safety Committee

The Union may elect or appoint a representative to the City safety committee in addition to the membership established by statute. Written notice shall be given to the City of the designated representative. If no notice is given, the employee may not be released from work duties to attend safety committee meetings.

19.3 Safety Gear

Employees shall be required to wear safety and protective apparel and devices furnished by the employer.

19.4 No Reprisal

No employee shall be disciplined for refusal to violate OR-OSHA regulations or applicable health and safety laws.

ARTICLE 20 – SHOP STEWARDS

The City shall not take reprisals against a shop steward for the exercise of his rights under the collective bargaining act.

ARTICLE 21 – TERM AND TERMINATION

23.1 Term

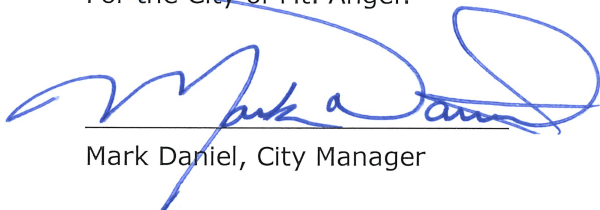
This Agreement shall be effective as of July 1, 2022, or upon execution, whichever is later and shall remain in full force and effect through June 30, 2025. This Agreement shall open for negotiations no later than January 1, 2022. This Agreement shall remain in full force and effect during the period of negotiations.

23.2 Mutual Re-openers

Any subject contained within this Agreement may be opened at any time by mutual agreement of the City and the Union.

This Agreement is executed this 7th day of September, 2022

For the City of Mt. Angel:



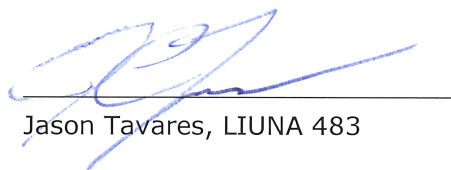
Mark Daniel, City Manager

For LIUNA Local 483:



Jeff Gritz, BM/Sec-Treas.

Oregon & S. Idaho District Council of Laborers'



Jason Tavares, LIUNA 483



Eric Watkins, LIUNA 483

Mt. Angel LIUNA 7/1/2022 wage scale

POSITION (LIUNA)	2022-23 Salary Scale					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Utility Lead Worker (hourly)	25.23	26.50	27.82	29.20	30.67	32.20
Wastewater Operator (hourly)	25.32	26.59	27.92	29.32	30.78	32.32
Utility Worker II (hourly)	21.17	22.23	23.34	24.51	25.74	27.03
Utility Worker I (hourly)	19.41	20.38	21.40	22.47	23.59	24.77
Maintenance Worker (hourly)	18.52	19.44	20.42	21.45	22.51	23.64