

## PREAMBLE

THIS AGREEMENT is entered into as of the 1st day of July, 2005, by and between the CITY OF LAFAYETTE, OREGON, hereinafter referred to as the "City" and OREGON AND SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS, LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA), AND LOCAL 320 LABORERS, of the Laborers International Union of North American, AFL-CIO, hereinafter collectively referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

## SCOPE OF AGREEMENT

This Agreement shall apply to all employees of the City of Lafayette, excluding seasonal or temporary employees, the City Administrator, the Assistant City Administrator, the Public Works Superintendent, the Fire Chief and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City. For the purpose of this article seasonal and temporary employees are defined as employees that work for less than six months in any 12-month period.

**COPY**  
ARTICLE I  
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all bargaining unit employees of the City of Lafayette.

## ARTICLE II UNION SECURITY, FAIR SHARE AND CHECKOFF

Section 1. Membership or non-membership in the Union shall be the individual choice of employees covered by this agreement. However, any employee who chooses not to belong to the Union shall make a payment in lieu of dues to the Union. Such payment shall be equal to and shall in no event exceed periodic Union dues uniformly required. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the preceding sentences shall be inoperative. It is recognized that employees covered by this agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the City. The Union agrees that no disciplinary or other action will be taken by the Union against employees covered by this agreement by reason of any such action or conduct in the line of duty.

Section 2. The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues", as the case may be. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms furnished by the Union. The performance of this service is at no cost to the Union. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provision for dues deductions and "fair share" deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions. The Union agrees to refund to the City any deductions and dues paid to it in error as soon as it is practicable. Such refunded money shall then be returned to the employee(s) as appropriate. The City agrees to provide to the Union the names of new employees within 30 days of the first day of employment of each new employee represented by this agreement.

Section 3. Any employee who objects to membership in the Union on the basis of religious tenets or teachings of a religious body of which such employee is a member shall inform the City and the Union of the objection. The employee shall establish with the Union an arrangement for the distribution of an amount of money equivalent to periodic Union dues uniformly required to a mutually acceptable charitable organization.

Section 4. All employees covered by this agreement shall within 30 days of employment either (1) become a member of the Union, (2) tender to the Union his/her fair share payment in lieu of dues, or (3) come to agreement with the Union on payment to a charitable organization based upon the religious grounds described in Section 3.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

### ARTICLE III MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the City if government is to serve the public effectively. Except to the extent expressly abridged by specific provisions of this agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City, including, but not limited to, the following listed management functions:

1. The determination of the governmental services to be rendered to the citizens of the City's service area.
2. The determination of financial, budgetary, accounting, and organization policies and procedures.
3. 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.

4. The management and direction of the workforce including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline; the right to lay off; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies: and the right to contract or subcontract any work. However, in the event the city decides to contract out work which would significantly deviate from past practice, the City will notify the Union and offer the Union the opportunity to discuss effective means to minimize the impact of such action on bargaining unit members before implementation. This in no way shall preclude the use of temporary or part time workers.

This article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least (7) working days prior to such meeting as to the subject matter to be discussed.

The exercise of management rights except where modified by specific provision of this agreement or by law, are not subject to negotiation during the term of this Agreement.

#### ARTICLE IV STRIKES AND LOCKOUTS

Section 1. It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of the Agreement, and all disputes arising under the Agreement shall be submitted to the procedures for settlement of disputes as provided in this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of the Agreement.

Section 3. There will be no lockout of employees in the unit by the City as a consequence of any dispute covered by the terms of this Agreement arising during the period of the Agreement.

## ARTICLE V

### Holidays

Section 1. All employees in the bargaining unit shall receive the following holidays as observed, City-paid days off: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, one-half day for Christmas Eve and Christmas Day.

Section 2. Although the City is closed for business during these designated holidays, certain employees may be required to work as the business needs of the City require.

## ARTICLE VI

### PAID TIME OFF

Paid time off shall accrue as follows:

| Months of Service  | Hours Per Month | Hours Per Year |
|--------------------|-----------------|----------------|
| 1-60 months        | 16.00           | 192            |
| 61-120 full months | 19.34           | 232            |
| 121+ full months   | 22.67           | 272            |

Paid time off will be credited to the employee on the first day of the month following the month it is earned. Part time employees shall have the hours of Paid Time Off prorated according to his/her FTE. Paid time off shall be taken in the year it is credited to the employee, except for a maximum of twenty four (24) hours that may be voluntarily carried over June 30th and credited to the next fiscal year and up to eighty (80) hours that may be voluntarily converted to Sick Leave as of June 30th of each year. Employees shall provide the City Administrator with their requested time off for approval. Paid time off must be used in a minimum of one-half hour increments.

## ARTICLE VII

### HOURS OF WORK

Article VII is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 1. Workweek. The work week, to the extent consistent with operating requirements of the divisions within the City, and covered by this Agreement, and recognizing the necessity for continuous service by such divisions throughout the week, shall consist of four consecutive 10-hour days or five consecutive 8-hour days, as scheduled by the City. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for seven days a week. Every reasonable effort will be made by the City to provide five, 8-hour days of work and two consecutive days off

for employees involved in continuous service operations or shift work consistent with programming shifts and/or rotation of personnel as their regular workweek.

Section 2. Hours. The regular hours of work each day shall be consecutive, except for interruptions for authorized rest periods and meals. It is understood that all work in excess of eight hours in any 24-hour period, from midnight to midnight, on a five day work week, or all work in excess of 10 hours in any 24-hour period, from midnight to midnight, on a four-day work week, shall be compensated for at the applicable overtime rate as specified in this Agreement.

Section 3. Work Schedules. All employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, work days and hours shall be posted on department bulletin boards. Except for emergency situations, as set by the City and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted 48 hours prior to the effective date of the change.

Section 4. Rest Periods. Employees shall be granted a rest period for each half-shift he or she works. Rest periods shall be scheduled by the city in accordance with operating requirements and each employee's assigned duties. Rest periods shall be taken at the job-site at which work is being performed or at a City facility.

Section 5. Meal Periods. All employees shall be granted a meal period during each work shift of at least 6 hours duration. Meal periods shall not be paid but shall be in addition to the eight or ten hours of service comprising the workday. A meal period shall consist of 1/2 hour or 1 hour as determined by the City. Meal periods shall normally be scheduled at noon; however, if the job requires the employee to work during his normal lunch hour, he shall be given an opportunity to reschedule the lunch hour at an earlier or later time. A meal period includes personal clean-up and eating time. Consistent with departmental work rules, it may be taken at a location of the employee's choice, providing that the total time away from the job does not exceed the 1/2 hour or 1 hour allowed.

Section 6. Clean-up Time. Paid time shall be used for personal clean up at the discretion of the appropriate supervisor where unsanitary conditions may have been encountered during the employee's workday. Clean up shall take place at City facilities.

## Article VIII SICK LEAVE

Section 1. Employees shall have the option of converting up to eighty (80) hours of accrued, unused PTO as of June 30th each year to sick leave, up to a cap of four-hundred eighty (480) hours. Part time employees shall have the hours of convertible PTO prorated according to his/her FTE. Once PTO has been converted to sick leave and banked, that option cannot be revoked.

Section 2. Non-probationary employees who have accrued sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to employee's illness, injury, disability, necessity for medical or dental care, attendance upon members of the employee's immediate family where employee's presence is required because of illness, for maternity/paternity leave as allowed by the FMLA, or as Bereavement Leave as defined in the City's Personnel Policies. Immediate Family shall be as defined in the Bereavement Leave

section of the City's Personnel Policies.

Section 3. Employees who have previously accrued sick time remaining prior to the implementation of PTO shall have that sick time credited to them. Any sick time which is banked and unused will be rolled over, as provided by PERS rules and regulations, into the employee's retirement upon termination of employment.

Section 4. Sick leave has no cash value upon termination and employees shall not be reimbursed for unused sick leave upon termination.

#### ARTICLE IX OTHER PAID LEAVES OF ABSENCE

Section 1. Jury Duty. Employees shall be granted leave with pay for service upon a jury, provided, however, that the salary paid to such an employee by the City for the period of such absence shall be reduced by the amount of money received by him for such jury duty. Upon being excused from jury service for any reason an employee shall immediately contact the department head or his immediate supervisor for work assignment for the remainder of his regular workday.

Section 2. Required Court Appearance. Leave of absence with pay shall be granted for attendance in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court is a result of a subpoena filed on behalf of the City. The period of such authorized absences shall include the time required for travel (to the court and return to the employee's work site or The City of Lafayette), whichever is appropriate.

Section 3. Voting. Employees shall be granted reasonable time to vote in any walk in election, if due to scheduling of work by the City, they would not otherwise be able to vote. It is further understood that employees granted time to vote will return immediately to their worksite after casting their ballots.

Section 4. Military Leave with Pay. A fulltime employee who has completed his required period of probation shall be entitled to paid military leave as provided in ORS 408.290.

Section 5 Miscellaneous Leave With Pay. Employees who participate in a search or rescue operation at the request of fire or law enforcement, including conflagration act fires, by the U.S. Department of Transportation, the United States Forest Service, or a local civil defense organization, shall receive leave for up to five days per incident for participation in the operation per ORS 652.250 and ORS 476.574. The employee's compensation from the enabling agency shall offset the employee's daily wage at the base regular rate of pay. Employee on authorized leave per the provisions of the statutes shall not be penalized by loss of wages.

#### ARTICLE X UNPAID LEAVES OF ABSENCE

A regular employee may be granted a leave of absence without pay up to thirty (30) days when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. An employee's position will be held open until the ending time approved in the leave request after which reinstatement is dependent upon the availability of the position's vacancy for which the returning employee is qualified.

## ARTICLE XI COMPENSATION

Section IA. Wages shall be set as provided in the Compensation Schedule set out in Appendix A. On July 1, 2005, and every July 1st for the duration of this Agreement, the City shall give bargaining unit members a wage increase of 2.5%. This shall be applied to all steps in the schedule. Either the City or the Union can reopen the increase if the Portland CPI-U average of the first and second half of the prior year falls below 2% or rises above 3%.

Section IB. Any employee who is required to obtain, and successfully completes, special training or certification shall receive a step increase at the beginning of the next fiscal year. This requirement of training or certification must be mandated in writing from the City Administrator to qualify for the above-stated step increase.

Section 2. Employees shall be reimbursed for non-voluntary official use of an employee's personal automobile at the current IRS rate. The employee shall provide written request for reimbursement to the City prior to payment of reimbursement. Official use must be at the discretion of the City with prior approval from the City Administrator.

Section 3. Employees may select a regular mid-month draw option equal to fifty percent (50%) of that employees regular take home pay.

Section 4. Call Back Time. Employees called back to work shall receive overtime pay for the work for which they are called back to perform, and if called back, they shall be credited with not less than two (2) hours in any event at the overtime rate. Callbacks within the same two (2) hour period will not be considered as one. This section 4 applies only when call back results in hours worked which are not annexed consecutively to the one end of the work shift or work day. If at the end of the shift, the employee has departed the City's premises before being called back, the same shall be considered overtime and compensated as call back under this section.

Section 5. Scheduled Standby Time. Any employee assigned by his supervisor to be on a schedule of standby time, and who is required to be able to report to work within sixty (60) minutes of being called to work shall be compensated at the rate of four (4) hours at the regular rate for the week he is required to carry the pager. Scheduled standby means that the employee will be required to respond to "pager" calls for work situations requiring the assigned employee's immediate attention. The employee will normally fulfill these responsibilities on a schedule worked out with his supervisor. However, if the employee on scheduled standby status finds that an emergency situation exists - one that results in either his working on a particular task or tasks, or the calling out of a crew of employees to perform emergency repair/maintenance work- the employee shall receive overtime pay for all hours he works during such an emergency. Authorization must be obtained from the employee's immediate supervisor or from the Public Works Superintendent or City Administrator prior to the employee implementing the foregoing emergency procedures.

Section 6. Weekend Chores and Required Meeting Attendance. Any employee who is required to perform weekend chores, (usually the person who is carrying the pager on standby duty), shall be compensated at two (2) hours of overtime pay for each day he performs these chores. Any employee who is required to attend any meetings that are conducted outside of the regularly scheduled work shift shall be compensated for the time spent at the meeting with a minimum of

two (2) hours pay at the applicable overtime rate. If the meeting should last longer than two hours the time shall be rounded up to the next half-hour and paid at the applicable overtime rate.

Section 7. Overtime. (1) Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:

a. All assigned work in excess of eight (8) hours in a five-day work week or ten (10) hours in a four-day work week, on any scheduled workday (authorized meal times shall not be counted);

b. All assigned work in excess of 40 hours in any work week; and

(2) Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half times the amount of actual time worked in excess of their regular hours and will be entitled to take said time off from work. However, compensatory time must be used within 30 days of being earned or employees will receive cash payment on their next regular payday.

Section 8. Form of Compensation. Subject to Section 6, compensation for authorized overtime, call back, standby time and all holiday work shall be paid. All overtime must have prior approval of the department head or designated supervisor.

Section 9. Base Classification. New employees shall be assigned a classification on the basis of the work for which they are hired.

Section 10. Promotions. In considering applicants, including employees, for promotions, selection will be made based on management's opinion of the various applicants' ability to do the job, job related knowledge, skills, abilities, aptitude and prior satisfactory job performance. Where two or more candidates possess equal ability, qualifications, and prior satisfactory job performance, additional consideration may be given by management to the candidate with the greatest seniority as a City employee.

## ARTICLE XII DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action shall include, but are not limited to, the following: written reprimand, demotion or suspension, and discharge. The right of the City to discipline or discharge employees shall be limited only to the extent provided in this Article. No regularly appointed employee shall be suspended, demoted or discharged except for cause, or shall any such employee be suspended, demoted or discharged arbitrarily. Any disciplinary action imposed on any bargaining unit member shall be protested only as a grievance through the grievance procedure as set forth in this Agreement.

Section 2. Discharge. If a supervisor of the City determines there is cause for discharge, the employee shall be suspended without pay. The City shall deliver to the employee and to the Union a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five days. Protest of the discharge of any such employee shall be made only through the grievance procedure set forth in this Agreement.



Section 3. This Article shall not apply to any new employee on probation as defined in this Agreement.

Section 4. If the City has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

### ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of a specific provision of this Agreement shall be settled in the following manner:

STEP I. The affected employee shall take up the grievance or dispute with the employee's department head or other supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The department head or other supervisor shall then attempt to adjust the matter within ten (10) working days.

STEP II. If the grievance has not been settled between the affected employee and the department head or other supervisor, it shall be presented in writing by the employee to the City Administrator within ten (10) days, excluding Saturday and Sunday. The City Administrator shall respond to the employee in writing within ten (10) working days after receipt thereof.

STEP III. If the grievance is not resolved at Step II, it shall be referred to a Board of Adjustment by written notice which is served on the City within five (5) working days after the failure to resolve the grievance at Step II or within five (5) working days after expiration of the time limit applicable to that step. Failure to serve timely notice or referral to the Board of Adjustment shall constitute waiver of the grievance. The Board of Adjustment shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the City. None of the representatives shall be directly involved in the dispute. The Board shall hear the matter at a mutually convenient time and place within two (2) working days following written referral to the Board of Adjustment. Upon hearing the matter, the Board shall issue a written decision signed by the members within 24 hours. The majority of the Board of Adjustment shall determine the matter and such decision shall be final and binding on all parties - the City, the Union, and the grievant or grievants. Each member of the Board of Adjustment shall be entitled to one (1) vote. In the event the Board of Adjustment is deadlocked, such result will be noted in writing. The grievance may then be referred to arbitration as provided herein by written notice to the City, served within ten working days following such action by the Board of Adjustment. Failure to serve timely notice of referral to arbitration shall constitute waiver of the grievance. The parties may, by mutual agreement, waive submission of a grievance to the Board of Adjustment.

STEP IV. If the grievance is still unsettled, either party may within ten days after the decision of the Board of Adjustment, by written notice to the other, request final and binding arbitration of the dispute under the following guidelines: Either party has the right to have the matter submitted to final and binding arbitration by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the City and Union shall have the right to strike three (3) names from the list. The process shall be repeated

until there is one remaining person and this person shall be the arbitrator. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision, which shall be final and binding on the parties, if within the scope of this Agreement. Expenses for the arbitrator shall be borne equally by the Union and the City. 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. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

The arbitrator shall not have the power to alter, amend, or modify the terms of this Agreement.

Section 2. The time period specified in this article may be extended or modified only by mutual agreement. Failure by the Union to comply with a specified time period shall constitute acceptance of the City's position at the preceding step. Failure by the City to comply with a specified time period shall constitute rejection of the grievance at that step and thereby allow the employee to process the grievance at the next step.

Section 3. Employees selected by the union to act as Union representatives shall be known as "stewards". There shall be one (1) within the bargaining unit. The name of employees selected as stewards and the names of other union representatives who may represent employees shall be certified in writing to the City by the Local Union. Stewards may process grievances during working hours, provided that activities are limited to one (1) hour per working day and essential services are not interrupted.

#### ARTICLE XIV PROBATIONARY PERIOD

Section 1. Purpose. The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions, and by providing an opportunity to reject the employee. Every new employee hired into the bargaining unit shall serve a probationary period of six full months, after which he shall be considered a regular employee and granted seniority back to the date of his most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article XIII.

Section 2. Application of Probationary Period. The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty, for which they will be compensated at one and one-half times their regular rate of pay.

Section 3. Promotional Probationary Period. Regular full time employees promoted into a higher classification shall serve a promotional probationary period of six (6) months. The Union also recognizes the right of the City to demote an employee on promotional probationary status to his previous position for any reason, if the position is available. Demotion of an employee on

promotional probationary status shall not be subject to the grievance procedure under Article XIII.

## ARTICLE XV GENERAL PROVISIONS

Section 1. Nondiscrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to marital status, sex, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying the provisions of this Agreement and the provisions of Section 1.

Section 2. Gender All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used it shall be construed to include the female gender.

Section 3 Employee Rights. Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization or to refrain from any and all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercises of such rights except as specifically provided in the Agreement. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee from representing himself in individual personal and personnel matters so long as any action taken by the City is not inconsistent with other terms of this Agreement and the Union has been given an opportunity, at their request, to comment on the action taken, if any.

Section 4. Bulletin Boards. The City agrees to furnish and maintain suitable space on specified bulletin boards in work areas to be used by the Union. The Union shall limit its postings of notices and bulletins to such spaces on the City bulletin boards. The City may limit their privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 5. Seniority. Seniority shall be the employee's length of continuous service within the bargaining unit dating from his last date of hire. Seniority shall be broken or terminated if any employee quits; is discharged for cause; is laid off and fails to report to work within three days after being recalled or voluntarily waives an opportunity to return to work from layoff; is laid off from work for any reason for more than nine months (except that in the case of an industrial accident and employee's seniority rights shall continue for only one year); while on leave of absence, he accepts another employment without permission; or is retired.

Section 6. Visits by Union Representative. The City agrees that the accredited representatives of the Laborers International Union of North American, Oregon, Southern Idaho and Wyoming District Council of Laborers and Laborers Union Local 320 may have access, during working hours, to the work sites of the members of the bargaining unit. The Union agrees that such on-site visits by the Union representative shall cause no disruption of work activities. The Union agrees that the City may place restrictions on such Union visits if, in the City's judgment work activities are disrupted. The Union will furnish to the City at the time of Agreement ratification the names and business addresses of all Union representatives who may have cause to exercise the provisions of this Section.

Section 7. Layoff and Recall.

1. Layoff. In the event a reduction in personnel is determined to be necessary by the City, length of service shall be the determining factor in such layoff providing the skill,

competency, ability and past performance of employees are substantially equal in the opinion of the City.

2. Recall. In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at his last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice.

Section 8. Outside Employment. Employees shall not accept outside employment that will interfere with their employment with the City whether part-time, temporary or permanent, without prior written approval from the City Administrator. The employee shall submit a written request to their supervisor or department head who shall forward a recommendation on the request to the City manager. Each change in outside employment shall require separate approval. To be approved, outside employment shall:

Be compatible with the employee's City work:

In no way detract from the efficiency of the employee in their City work; and

In no way conflict with the interest of the City or be a discredit to the City.

Section 9. Authorized Travel, Training and Conference Attendance. Reasonable food, lodging and travel expenses or any of them as applicable shall be reimbursed by the City when incurred by an employee required by the City to attend a conference or meeting, when said activities are held at a location other than the City of Lafayette. The City shall pay the tuition and instructional material costs for any employee required by the City to attend a course of instruction. The City will pay for any special driver's licenses required by the State or Federal government that pertains to their work, including chauffeur's license, etc.

Section 10. Uniforms and Protective Clothing. If an employee is required by the City to wear protective clothing, adequate clothing shall be provided. Public Works employees will be provided with a minimum of three (3) work shirts and one (1) jacket all bearing the City logo or name. Employees will be required to launder and maintain uniforms. Uniforms must be worn whenever an employee is on duty. Required protective clothing will be provided.

## ARTICLE XVI HEALTH AND WELFARE RETIREMENT AND LIFE INSURANCE

Section 1. Health and welfare. The City agrees to continue the current coverage at no additional cost to the employee during the term of this Agreement, provided coverage costs do not increase more than 10% the first year of the contract, 7.5% the second year of the contract, or more than the 2006 annual All-Cities CPI-U Medical increase the third year of the contract. Any premium increase above those stated above shall be divided 50/50 between the City and the employee, and

the employee shall have their 50% deducted from their paycheck as a pre-tax payroll deduction. The City can request from the Union the current Associate rates for insurance coverage prior to the beginning of the fiscal year during the term of this Agreement.

Section 2. Retirement. The City agrees to continue the current retirement plan that is in effect at no cost to the employee for the term of this agreement. The City will assume any increase in benefit costs for the term of this Agreement.

Section 3. Life Insurance. The City agrees to continue during the term of this Agreement the Life and Workers Compensation Insurance in effect. The City will assume any increase in premiums for the existing benefits of those policies during the term of this Agreement.

## ARTICLE XVII SAVINGS CLAUSE, FUNDING & WAIVER

Section 1. Savings Clause. Should any portion of this Agreement be declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

Section 2. Funding. The parties recognize the revenue needed to fund wages and benefits provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of The City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of cutting wage rates and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request(s) amounts sufficient to fund the wages and benefits provided by this Agreement, but it makes no guarantee as to passage of such budget requests or voter approval thereof. This Section 2 and City action there under shall not be subject to the grievance procedure.

Section 3. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

## ARTICLE XVIII PERSONNEL RULES

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining

agreement and the personnel rules, the Agreement shall prevail; provided, however, that every effort shall be made to carry out the purposes of this agreement and the City Personnel Policy Manual.

ARTICLE XIX  
TERMINATION AND RECOGNITION

Section 1. Length of Contract. This Agreement shall be effective as of July 1st 2005 and shall remain in full force and effect without change and terminate on June 30th 2008.

This Agreement shall remain in full force and effect during the period of negotiations except that, upon the expiration of this Agreement either party may take economic action after having exhausted all remedies required under applicable Oregon Revised Statutes. Either party to this agreement may initiate negotiation for renewal, amendment and or revision of this agreement ninety (90) days prior to termination of this agreement.

Section 2. Mutual Reopeners. Any subject contained within this Agreement may be opened at any time upon mutual agreement of both the City and the Union.

OREGON AND SOUTHERN  
IDAHO DISTRICT COUNCIL OF LABORERS, LIUNA

BY: Greg A. Held

Date: 6/27/05

LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA LOCAL 320

BY: Bruce G. Ricks

Date: 6-24-05

CITY OF LAFAYETTE

BY: Heine J. Ricks CITY ADMINISTRATOR

Date: June 24, 2005

## APPENDIX A

## 2005 COMPENSATION SCHEDULE FOR CITY OF LAFAYETTE UNION EMPLOYEES (2.5%)

| POSITION                    | Step 1              | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|-----------------------------|---------------------|----------|----------|----------|----------|----------|----------|----------|
| City Clerk                  | \$ 2,457            | \$ 2,506 | \$ 2,556 | \$ 2,607 | \$ 2,660 | \$ 2,713 | \$ 2,767 | \$ 2,822 |
| Community Development Clerk | <del>\$ 2,457</del> | \$ 2,506 | \$ 2,556 | \$ 2,607 | \$ 2,660 | \$ 2,713 | \$ 2,767 | \$ 2,822 |
| Office Assistant            | \$ 1,735            | \$ 1,770 | \$ 1,805 | \$ 1,841 | \$ 1,878 | \$ 1,916 | \$ 1,954 | \$ 1,993 |
| Wastewater Operator         | \$ 3,482            | \$ 3,552 | \$ 3,623 | \$ 3,695 | \$ 3,769 | \$ 3,844 | \$ 3,921 | \$ 4,000 |
| Public Works Foreman        | \$ 3,127            | \$ 3,190 | \$ 3,253 | \$ 3,318 | \$ 3,385 | \$ 3,452 | \$ 3,522 | \$ 3,592 |
| Utility II                  | \$ 2,698            | \$ 2,752 | \$ 2,807 | \$ 2,863 | \$ 2,920 | \$ 2,979 | \$ 3,038 | \$ 3,099 |
| Utility I                   | \$ 2,327            | \$ 2,374 | \$ 2,421 | \$ 2,469 | \$ 2,519 | \$ 2,569 | \$ 2,621 | \$ 2,673 |
| Maintenance Worker          | \$ 1,950            | \$ 1,989 | \$ 2,029 | \$ 2,069 | \$ 2,111 | \$ 2,153 | \$ 2,196 | \$ 2,240 |



2006 COMPENSATION SCHEDULE FOR CITY OF LAFAYETTE UNION EMPLOYEES (2.5%)

| POSITION                    | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| City Clerk                  | \$ 2,518 | \$ 2,569 | \$ 2,620 | \$ 2,673 | \$ 2,726 | \$ 2,781 | \$ 2,836 | \$ 2,893 |
| Community Development Clerk | \$ 2,518 | \$ 2,569 | \$ 2,620 | \$ 2,673 | \$ 2,726 | \$ 2,781 | \$ 2,836 | \$ 2,893 |
| Office Assistant            | \$ 1,778 | \$ 1,814 | \$ 1,850 | \$ 1,887 | \$ 1,925 | \$ 1,963 | \$ 2,003 | \$ 2,043 |
| Wastewater Operator         | \$ 3,569 | \$ 3,640 | \$ 3,713 | \$ 3,788 | \$ 3,863 | \$ 3,941 | \$ 4,019 | \$ 4,100 |
| Public Works Foreman        | \$ 3,205 | \$ 3,269 | \$ 3,335 | \$ 3,401 | \$ 3,469 | \$ 3,539 | \$ 3,610 | \$ 3,682 |
| Utility II                  | \$ 2,765 | \$ 2,821 | \$ 2,877 | \$ 2,935 | \$ 2,993 | \$ 3,053 | \$ 3,114 | \$ 3,177 |
| Utility I                   | \$ 2,385 | \$ 2,433 | \$ 2,482 | \$ 2,531 | \$ 2,582 | \$ 2,633 | \$ 2,686 | \$ 2,740 |
| Maintenance Worker          | \$ 1,999 | \$ 2,039 | \$ 2,079 | \$ 2,121 | \$ 2,164 | \$ 2,207 | \$ 2,251 | \$ 2,296 |

2007 COMPENSATION SCHEDULE FOR CITY OF LAFAYETTE UNION EMPLOYEES (2.5%)

| POSITION                    | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   | Step 8   |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| City Clerk                  | \$ 2,581 | \$ 2,633 | \$ 2,685 | \$ 2,739 | \$ 2,794 | \$ 2,850 | \$ 2,907 | \$ 2,965 |
| Community Development Clerk | \$ 2,581 | \$ 2,633 | \$ 2,685 | \$ 2,739 | \$ 2,794 | \$ 2,850 | \$ 2,907 | \$ 2,965 |
| Office Assistant            | \$ 1,822 | \$ 1,859 | \$ 1,896 | \$ 1,934 | \$ 1,973 | \$ 2,012 | \$ 2,052 | \$ 2,093 |
| Wastewater Operator         | \$ 3,658 | \$ 3,731 | \$ 3,806 | \$ 3,882 | \$ 3,960 | \$ 4,039 | \$ 4,120 | \$ 4,202 |
| Public Works Foreman        | \$ 3,285 | \$ 3,351 | \$ 3,418 | \$ 3,486 | \$ 3,556 | \$ 3,627 | \$ 3,700 | \$ 3,774 |
| Utility II                  | \$ 2,834 | \$ 2,891 | \$ 2,949 | \$ 3,008 | \$ 3,068 | \$ 3,129 | \$ 3,192 | \$ 3,256 |
| Utility I                   | \$ 2,445 | \$ 2,494 | \$ 2,543 | \$ 2,594 | \$ 2,646 | \$ 2,699 | \$ 2,753 | \$ 2,808 |
| Maintenance Worker          | \$ 2,049 | \$ 2,090 | \$ 2,132 | \$ 2,174 | \$ 2,218 | \$ 2,262 | \$ 2,307 | \$ 2,354 |