



## **City of Philomath**

**980 Applegate Street**

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**Mission:** To promote ethical and responsive municipal government which provides its citizenry with high quality municipal services in an efficient and cost effective manner.

# **FINANCE/ADMINISTRATION COMMITTEE**

**City Hall**

**980 Applegate St., Philomath, OR**

## **A G E N D A**

**March 24, 2020**

**4:00 PM**

- 1. ROLL CALL**
- 2. APPROVAL OF MINUTES**
  - 2.1 Minutes of February 28, 2020
- 3. NEW BUSINESS**
  - 3.1 Labor Negotiations and Employee Salary Schedules
  - 3.2 Social Service Agency Funding Program Discussion
- 4. ADJOURNMENT**

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**CITY OF PHILOMATH**  
**Finance/Administration Committee**  
**February 28, 2020**

Chair David Low called the meeting to order at 3:30 p.m. in the City Hall Council Chambers, 980 Applegate Street, Philomath, Oregon.

**ROLL CALL:**

City Councilors Matt Lehman, Chas Jones and David Low.

Staff: City Manager Chris Workman, Finance Director Joan Swanson, City Attorney Jim Brewer (arrived 3:35 p.m.) and City Recorder Ruth Post.

**MINUTES:**

Chair Low requested that Mr. Workman send out the existing City Manager's evaluation form.

**MOTION:** Councilor Low moved, Councilor Lehman second, to approve the minutes of February 4, 2020 as presented. APPROVED 3-0 (Yes: Jones, Low and Lehman; No: None).

**NEW BUSINESS:**

**3.1 General Fund Fee review** – Ms. Swanson summarized how the General Fund Fee impacts the budget and preparation of the budget. She reviewed the goals associated with adoption of the fee. She noted that the property tax revenues have begun to increase as of the current year and, with increasing construction on developments, it should continue to increase. She described the increase in state revenue sharing disbursements based on increased population. There was a discussion about the calculation of population estimates compared to the actual census figures every ten years.

Ms. Swanson reviewed the Capital Improvement Plan that was approved by the Public Works Committee earlier this month, including transfers for buildings. She described space issues at city hall and the library as needing to be addressed and the ending fund balance needed to pay bills from July 1 to October 31, when property tax revenues are received. After analysis, she explained that staff is recommending a reduction of the General Fund Fee from \$10 to \$5 per month for the next fiscal year.

Chair Low reviewed the history of being on the Council at the time the fee was implemented and the five-year sunset of the fee. Ms. Swanson reviewed the growth of property tax revenues and the savings that have been rebuilt over the past three years with the fee. Ms. Swanson and Mr. Workman both expressed that they believed the reduction in the fee would be sufficient based on the growth that is happening and would be a positive impact for rate payers in light of increases to water rates.

Councilor Lehman stated appreciation for decreasing the fee. There was discussion about the exact amount of reduction and agreement to go with the \$5 recommendation.

**MOTION:** Councilor Jones moved, Councilor Lehman second, the Finance and Administration Committee approve renewal of a \$5 per month General Fund Fee and recommend the City Council approve the fee for fiscal year 2020-2021. APPROVED 3-0 (Yes: Jones, Low and Lehman; No: None).

**3.2 Transient Lodging Tax (TLT) discussion: Council Objective 2.3.4** – Mr. Workman reviewed the graph included in the packet compiled by the League of Oregon Cities showing

1 TLT rates and revenues collected in 2018. He reviewed the revenue estimate charts. There was  
2 discussion about the motel occupancy. There was discussion about the rentals provided by  
3 Harriet Hughes and whether they would be within the definition of short term occupancy. Mr.  
4 Brewer described the set of statutory definitions that govern TLTs. Chair Low stated concern  
5 that a TLT not impact special needs categories. There was discussion about the impact of long  
6 term stays at the RV park.

7  
8 There was discussion about VRBOs and AirBnBs. There was discussion about the 9% rate  
9 charged in Corvallis and advantages/disadvantages of setting a rate higher, lower or the same.

10  
11 There was discussion about the types of expenditure that TLT revenues can be allocated to and  
12 the revenue stream being available to provide for tourism related efforts. Mr. Workman  
13 described the most recent effort by the Frolic & Rodeo Association to receive grant funding for a  
14 strategic planning effort. There was additional discussion about tourism efforts that could benefit  
15 from the revenues.

16  
17 Councilor Jones stated he didn't see a lot of downside and would be interested in the input that  
18 would come from the public. He encouraged a public opportunity to weigh in. Mr. Workman  
19 distributed an example of a similar ordinance approved by the City of Veneta (Supplemental  
20 Agenda Item).

21  
22 Mr. Workman encouraged engaging the Chamber, Frolic and other local tourism related  
23 organizations to develop a list of potential funding uses to address the "why" before taking it to a  
24 public forum. There was discussion about art that promotes the identity of the community to  
25 tourists.

26  
27 There was discussion about this being an opportunity to get more people to go downtown and  
28 tying the TLT back to the Strategic Plan. There was additional discussion about determining a  
29 process for disbursing funding requests.

30  
31 There was discussion about the process to adopt, including public hearings. Mr. Workman  
32 emphasized the types of opposition to be expected from statewide industry organizations who  
33 will want to know what the money is going to be directed to. He explained the advantage of  
34 developing a list of expected projects prior to reaching that point.

35  
36 There was discussion about timing of a decision and actual construction of the RV park. Mr.  
37 Workman agreed to do outreach to the City of Corvallis regarding collection and reviewed other  
38 questions to gain answers to. There was discussion about the method Corvallis uses for  
39 allocating their funds. There was discussion about whether to proceed or table the discussion  
40 until after completion of the budget. There was consensus to gather additional information for  
41 the next Committee meeting and then delay proceeding until after completion of the budget  
42 process.

43  
44 **3.3 City Manager's evaluation format and process discussion** – Chair Low referred to the  
45 article included in the packet and questioned the value for Mr. Workman of his annual  
46 performance evaluation.

47  
48 Chair Low described the ability of the Council to make changes to the process in the event of  
49 having a new city manager to evaluate. Councilor Jones suggested a policy of performing  
50 annual evaluations on a new hire. Mr. Workman described his first 3-year contract having

1 included a requirement for annual evaluations. There was additional discussion about the long-  
2 term relationship of a city manager and council.

3  
4 There was discussion about the pay element associated with evaluations and cost-of-living  
5 increases. Mr. Workman noted that his position wasn't that much different than any other  
6 employee in terms of setting pay schedules and COLA increases.

7  
8 There was discussion about the value of the current evaluation process. Chair Low stated his  
9 appreciation for the self-review completed annually by Mr. Workman. Mr. Workman noted that  
10 one of the suggestions that came out of the last evaluation was to gain more input from his staff.

11  
12 Mr. Workman suggested simplification of the process, including completing the evaluation on-  
13 line and creating less repetitive questions. He suggested coupling that with a self-evaluation and  
14 staff review could be more beneficial.

15  
16 There was discussion about the timing of an evaluation and separating it from compensation  
17 discussions. There was additional discussion about performance evaluations for the city  
18 attorney and municipal judge. There was discussion about feedback that has been conveyed to  
19 the city attorney's office over time. Mr. Workman suggested a three to five year review of the  
20 contracts for those positions to ensure the Council knows the expectations for those positions.

21  
22 Mr. Workman suggested that the process in place is working but could always consider  
23 improvements. He offered to put together an evaluation that is appropriate in scope and provide  
24 the Committee with contracts for the attorney and judge.

25  
26 There was discussion about the timeline for staff to return with information. It was agreed to  
27 bring this back after the budget was completed.

28  
29 **3.4 Risk Management Services** – Ms. Swanson distributed a handout showing risk  
30 management services and coverages that Philomath has with City County Insurance  
31 (Supplemental Agenda Item 3.4). She reviewed the statistics provided by CIS, including the  
32 claims summary. She described some of the challenges of managing workers' compensation  
33 claims.

34  
35 Councilor Jones suggested it would be helpful to know if Philomath is over-insured or under-  
36 insured. Ms. Swanson explained the City uses an independent agent to provide those types of  
37 service evaluations.

38  
39 **3.5 Pandemic Planning** – Chair Low questioned what the City's plan is to cover any pandemic  
40 caused by the corona virus. Ms. Swanson described the evaluation by the health insurers to  
41 ensure adequate reserves are in place to cover claims. Mr. Workman emphasized the  
42 information available through the Benton County Health Department and that the City would  
43 work with them in the event it is needed.

44  
45 Meeting adjourned at 5:10 p.m.

46  
47 Meeting recorded by Ruth Post, MMC, City Recorder



## Philomath Finance/Admin Committee Agenda Item Summary

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### **Title/Topic: Labor Negotiations and Employee Salary Schedules**

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Meeting Date: March 24, 2020  
Department: Administration  
Staff Contact: Chris Workman

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#### ISSUE STATEMENT

Shall the Finance/Admin Committee approve the negotiated contracts with the two unions, the General Unit and the Police Unit, and update salary schedules as proposed for unrepresented and management employees?

#### BACKGROUND

##### **Role of the Council in Labor Negotiations**

Section 3.7 of the City Charter states, "The compensation for the services of each city officer and employee shall be the amount fixed by the council." The City Council makes policy decisions which guide the overall bargaining strategy. It establishes the parameters for the bargaining team. For example, if the policy direction is to provide health insurance benefits, then the bargaining team's responsibility is to put that on the bargaining table and make every effort to gain voluntary union approval. The bargaining team is tasked with the strategy of how to get the goal accomplished.

The City Council met in executive session on October 14, 2019 for Labor Negotiator Consultations as allowed under ORS 192.660(2)(d). During that meeting, policy direction was given to the City Manager and Finance Director who would lead the union negotiations. With the policy direction given at that time, The Finance Director completed a salary and benefit survey for each position (see Attachment A). She used cities that were of similar size that provided roughly the same services as Philomath, specifically cities with their own police departments and water/wastewater facilities. The data collected was used to negotiate agreements with the General Unit and the Police Unit. Management was successful at resolving two issues with the current salary schedule: (1) loss of competitiveness with comparable cities and (2) appropriate position spacing.

##### **Current Salary Schedule Issues**

The City has three types of employees: union members (Police Unit and General Unit), non-represented full-time or part-time/seasonal employees, and managers. The current salary schedule has been in place for over twenty years. It consists of five police positions, four public works positions, and nine non-represented employee or manager positions. Each position has a salary schedule consisting of five steps, with the exception of the police positions, which added a Step 6 during the last round of negotiations in order to place those salaries more competitive with comparable police departments. There is a 5% pay increase between each step. The schedules are shown on the top half of Attachment B.

The second issue management used the salary and benefit schedule to address was the need for appropriate spacing between management and non-management positions. The City Manager is the highest paid city employee, followed by the department heads, supervisors, then

full-time and part-time employees. For years the City has successfully maintained the following spacing: 17.5% between the City Manager and the Police Chief, 25% between the Police Chief and the Police Sergeant, and 12.5% between the Police Sergeant and the Senior Police Officer. One benefit of this spacing is that employees with special assignments or overtime allowance don't end up with a higher salary than direct supervisors, and Supervisors with the ability to accrue overtime don't end up making more than the Department Head.

When Step 6 was added to the Police Unit salary schedule, the City had just recently adopted the General Fund Fee and was still coming out of recovery from the recession that started in 2008. At that time, the General Unit and manager's salaries were noted to have dropped in comparison to comparable cities; however, the City could not afford to increase the salary schedules for other positions at that time. The result of delaying increases was that the distance between the Senior Police officer and Police Sergeant dropped from 12.5% to 9.7%. Over time, the separation between the Police Sergeant position and the Police Chief position had dropped from 25% to 22.2%. With the Police Sergeant eligible to accrue overtime, this lack of spacing has become problematic.

### **Union Negotiations and Proposed Salary Schedules**

The General Unit and Police Unit requested to hold formal contract negotiations this year. Finance Director Joan Swanson, Public Works Supervisor Garry Black, Police Sergeant David Gurski, City Manager Chris Workman, and Labor Negotiations Consultant Michael Snyder negotiated on the City's behalf. Management negotiated in good faith, based on the data collected in the salary and benefit survey and the policy direction given by the City Council. The team successfully negotiated an agreement with the General Unit which was ratified by its members on February 25, 2020 (Attachment C).

The team met with the Police Unit representatives on February 11 and has presented an offer. The members have not been able to ratify the offer as of today. For purposes of this memo, it will only address the agreed upon terms of the General Unit and the non-represented employees. Details of the Police Unit agreement will be shared verbally if ratified prior to the start of the Finance/Admin Committee meeting.

Based on the salary and benefits survey, positions currently fall about half way down the list of comparable cities, or at about 50% of the comparables, as shown on Attachment A. The teams target was to place positions at roughly three-quarters of the comparables, or 70-75%. In order to make Philomath's positions more competitive to attract and retain high performing employees, the schedules needed to shift upwards.

### Increase Salary Schedules

There are a number of ways to shift salary schedules. Raising the entire schedule all at once would lead to salary increases at each step in the schedule, all taking place in a single budget year. Although there is sufficient revenue in the budget to take this approach, management's recommendation is bringing salaries up over time, spreading the increases to the budget out over the next two to five years, while still placing our schedules in a more competitive position. The way to accomplish this is to add steps to the existing schedules up to the desired top salary step, similar to approach taken with the Police Unit schedule during the last round of negotiations.

By adding a Step 6 and a Step 7 to each of the City's positions, each with a 3% increase, the schedules end up at the desired 70% of comparables position. The Finance/Court Staff position only required one 3% step increase, to Step 6, in order to stay near 70% of comparables, so no Step 7 was assigned to that position. The additional steps are shown on Attachment B.

The benefit of the additional steps is that it brings the salary schedules to a more competitive level, but it does so over a number of years. The only employees that will see the immediate benefit are those currently capped at Step 5 (or Step 6 for the Police Unit). Employees at the lower steps may still receive step increases this year, but those would affect the budget with or without approval of the new schedules. As employees reach Steps 6 and 7 over the next couple years, the City will incur these additional salary expenses over that same time period, rather than all at once. The two additional steps were presented to and approved by the General Unit during negotiations. They were also discussed with and agreed to by non-represented, non-management employees last month.

#### Improve Distance between Positions

The team also worked to address the second issue with the salary schedules, to provide the targeted distance between positions that have shrunk over time. The proposed schedule corrects this shrinkage in position distance by adding a Step 6 and Step 7 to the Supervisor position. The Difference between the Public Works Supervisor and the highest paid direct report, the Senior Water/Wastewater Operator is increased as is the spacing between Supervisors and Department Heads. These changes bring these positions into a better competitive positions with the comparables, with a 4% increase for Steps 6 and 7 for the Department Head and the City Manager positions.

As an added correction or improvement over the current schedule, the proposed schedule combines the department heads into the same position and salary schedule, as opposed to each department head receiving different compensation. This is in line with many other cities and I believe it is appropriate for Philomath. The result is a higher salary for the Public Works Director. The salary schedule is increased for all Department Heads. The current Finance Director and Police Chief are on contract employment agreements, and their contracts state they will receive salary increases and cost of living adjustments similar to other employees.

#### COLA

A Cost of Living Adjustment (COLA) is negotiated each contract cycle for the length of the contract. Last negotiation cycle, the City agreed to a 2% COLA for 2017, 2018, and 2019. The actual Consumer Price Index in December of each year was 2.1%, 1.9% and 2.3% respectively. This cycle, with the economy performing well, the City agreed to a 3% COLA for 2020, 2021, and 2022. In the past, the City has provided the same COLA to all employees, recognizing that increases to the cost of living effect all employees, not just those represented by unions. This is done in part for fairness, unless unrepresented employees' salaries are out of line with comparables, but it has the added benefit of maintaining appropriate position spacing over time.

#### Additional Changes

Other changes in the contract beside the salary schedule and COLA were limited to anticipated increases to copay on medications that the City received from our insurance provider, CIS, and new language resulting from a Supreme Court ruling, Janus v. AFSCME (2018). The Court ruled that public employees do not have to pay fees to unions to cover the costs of collective bargaining, requiring removal of "fair share" provisions from the contract.

As a result of the Janus ruling, the employees in Finance/Court Staff positions opted to leave the General Unit because they felt their working environment was different from the public works employees. Management agreed. These positions have been moved over to the Non-represented Salary Schedule and will be treated more like the other positions on this schedule. The primary difference is that these positions will now be eligible for longevity pay, subject to final approval of the City Council.

In addition to successfully negotiating a fair contract with the General Unit, management has come to an agreement with non-represented employees and supervisors on the proposed salary schedule and annual 3% COLA. All employees that have been at Step 5 for at least one full year will be raised to Step 6 on July 1, 2020, subject to favorable performance reviews. It is recommended that the two Supervisors be bumped to Step 7 on July 1, 2020, in order to make up for shortages in the past and improve position distancing.

To get the Administrative Secretary position to 70% of comparables, \$100 was added to the bottom step and the same 3% step increases for step 6 and step 7 and 3% COLA were added, bringing it into a more competitive position while again spreading the effect on the budget out over multiple budget years.

### Benefits

The survey included a review of benefits provided to all city employees compared to comparable cities, including health insurance, paid holidays and PERS. Of the 15 cities surveyed, all offer medical and dental insurance, and only Philomath did not offer vision insurance. Philomath was one of four employers that does not require employees to pay a portion of the health insurance premium. Most other cities similarly provided an annual HAS or VEBA contribution to employees, with contributions ranging from \$660 to \$3300. The City ranked 8<sup>th</sup> overall for the total spent on Health, Dental, Vision premiums and HAS/VEBA at the family rate.

Health and Dental Insurance February 2020										
Population		Health	Dental	Vision	Total Health, Dental, Vision	Employee Contribution	City Paid	Annual HSA or VEBA	Total City Contribution	Plan
6,465	Talent				1,464.00	73.18	1,390.82	660.00	17,349.84	Teamsters medical, dental and vision
4,650	Phoenix				1,527.55	152.75	1,374.80	1,200.00	17,697.60	Teamsters medical, dental and vision
5,315	Warrenton	1,680.56	183.20	21.70	1,885.46	183.20	1,702.26	1,500.00	21,927.12	CIS HDHP-1 \$1500 deductible, ortho
4,060	Wood Village	2,034.58	209.42	21.70	2,265.70	401.39	1,864.31	0.00	22,371.72	CIS Copay A \$250 deductible, alt care
4,800	Veneta	1,552.68	209.42	21.40	1,783.50	181.92	1,601.58	3,300.00	22,518.96	CIS \$2,500 High Deductible with Alt Care
6,380	Madras	1,680.56	184.13	25.14	1,889.83	188.98	1,700.85	3,000.00	23,410.20	CIS HDHP-1 \$1500 deductible, alt care
6,205	Sheridan	2,034.73	209.42	21.40	2,265.55	375.89	1,889.66	750.00	23,425.92	CIS Copay A \$250 deductible, alt care
4,900	<b>Philomath</b>	<b>1,707.64</b>	<b>209.42</b>		<b>1,917.06</b>	<b>0.00</b>	<b>1,917.06</b>	<b>1,500.00</b>	<b>24,504.72</b>	<b>CIS Copay D \$1,500 deductible w/ Alt Care</b>
5,550	Winston	2,001.96	209.42	21.40	2,232.78	156.29	2,076.49	0.00	24,917.88	CIS Copay A \$250 deductible
4,125	Lafayette	2,034.58	209.42	25.14	2,269.14	151.80	2,117.34	0.00	25,408.08	CIS Copay A \$250 deductible, alt care
4,130	Aumsville	1,672.72	209.42	25.14	1,907.28	0.00	1,907.28	3,000.00	25,887.36	CIS HDHP-1 \$1500 deductible
6,160	Junction City	1,912.90	209.42	25.14	2,147.46	0.00	2,147.46	300.00	26,069.52	CIS Copay Plan B - \$500 deductible with alt care
5,510	Creswell	1,961.19	215.19	24.91	2,201.29	0.00	2,201.29	0.00	26,415.48	Medical, Vision, Dental
4,490	Boardman	2,039.38	162.24	25.14	2,226.76	111.34	2,115.42	1,200.00	26,585.04	CIS Copay A \$250 deductible, alt care, hearing aid
4,190	King City	2,034.58	230.38	25.14	2,290.10	100.00	2,190.10	2,400.00	28,681.20	CIS Copay A \$250 deductible, alt care

The City provides 10.5 holiday/personal days per year, compared to two cities that provide 10 days, seven cities that provide 11 days and three cities that provide 12 days.

Holidays February 2020															
Population		New Years Eve	New Years	MLK B'day	Presidents Day	Memorial Day	4th of July	Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving	Day before Christmas	Christmas	Personal Leave	Total
4,190	King City		x	x	x	x	x	x	x	x	x	x	x	1	12
4,800	Veneta		x	x	x	x	x	x	x	x	x	x	x	2	12
5,315	Warrenton		x	x	x	x	x	x	x	x	x	x	x	1	12
4,060	Wood Village		x	x	x	x	x	x	x	x	x	x	x	1	11
4,130	Aumsville		x	x	x	x	x	x	x	x	x	x	x	1	11
5,510	Creswell		x	x	x	x	x	x	x	x	x	x	x	1	11
5,550	Winston		x	x	x	x	x	x	x	x	x	x	x	1	11
6,160	Junction City	1/2	x	x	x	x	x	x	x	x	no	1/2	x	1	11
6,380	Madras		x	x	x	x	x	x	x	x	x	x	x	1	11
6,465	Talent		x	x	x	x	x	x	x	x	x	x	x	1	11
4,125	Lafayette		x	x	x	x	x	x	x	x	x	1/2	x	no	10.5
4,900	<b>Philomath</b>		<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>1/2</b>	<b>x</b>	<b>no</b>	<b>10.5</b>
4,490	Boardman		x	x	x	x	x	x	x	x	x	x	x	no	10
6,205	Shendan		x	x	x	x	x	x	no	x	x	x	x	1	10

Of the 14 cities that responded, all pay the employer and employee portion of PERS.

PERS  
February 2020

Population		PERS
4,060	Wood Village	yes
4,125	Lafayette	yes
4,130	Aumsville	yes
4,190	King City	yes
4,215	Reedsport	yes
4,650	Phoenix	yes
4,800	Veneta	yes
4,900	<b>Philomath</b>	<b>yes</b>
5,315	Warrenton	yes
5,510	Creswell	yes
5,550	Winston	yes
6,160	Junction City	yes
6,205	Sheridan	yes
6,380	Madras	yes
6,465	Talent	yes

The City's benefit package is in line with other cities of similar size with a similar number of employees, with no major differences when looking at the benefit packages as a whole.

### Coronavirus Effect

The City has not escaped the reach of the COVID-19 pandemic. Since contract negotiations ended about three weeks ago, precautions to slow the spread and minimize the effects of this world-wide pandemic have been put in place at the City. The lobbies to City Hall, the Police Station and the Public Works Office were closed to the public, non-essential meetings have been cancelled, and just Monday the Governor issued her most recent executive order requiring Oregonians to "Stay Home, Stay Safe." There is great uncertainty as restaurants close to dine-in seating and many private businesses begin reducing staff or having employees work from home. It has yet to be determined just how the coronavirus will effect negotiated agreements and the proposed salary schedules?

### Pros and Cons to Consider

- The city provides essential services to residents, namely public safety and utilities. These are services that the City has and will continue to provide throughout the current state of emergency.
- The state of emergency does not change the comparables; it is not expected that comparable cities will lower their salary schedules due to the COVID-19 pandemic.
- Failure to implement the proposed schedules will place the City further behind comparable cities, making city positions less competitive and increases the risk of losing top performing employees and not being able to recruit high quality candidates.
- The management team and union representatives negotiated contracts in good faith, and the City would have to provide solid, defensible reasons for requesting the unions come back to the negotiating table.
- The City is in a favorable financial position, with the ability to reduce the General Fund Fee, add to the Land, Building and Equipment Fund, add to the General Fund's ending balance, and still have money to pay for the proposed salary schedule increases.
- The City's primary funding source, property taxes, is not likely to be effected by the temporary emergency, so funding is arguably secure.

- There are a lot of variables we don't currently know, such as how long the state of emergency will last, how wide the pandemic will spread within our community, how it will effect residents and businesses, how city revenues will be effected in the long run (property taxes, utility fees, shared state revenues, etc.), or how long the recovery will take.
- A number of Philomath residents will be negatively affected by the COVID-19 pandemic, including reduced hours, demotions, loss of employment, etc.
- The public is generally opposed to pay increases for government employees, in good times, and especially in bad times. There may be a negative perception in granting salary increases of any kind at this time.
- The COLA should reflect the Consumer Price Index (CPI). Due to the COVID-19 outbreak, the current CPI projections are significantly different today than they were at the time the 3% COLA was negotiated.

#### COUNCIL OPTIONS

1. Approve or do not approve the General Unit contract and forwarded it to the City Council for approval.
2. If the Police Unit contract is ratified by the members prior to the Finance/Admin Committee meeting, Approve or do not approve the Police Unit contract and forward it to the City Council for approval?
3. Approve or do not approve the salary schedules for Unrepresented and Management Positions in line with the salary survey and direction provided to the negotiation team by the City Council.

#### CITY MANAGER RECOMMENDATION

In talking with our Labor Negotiations Consultant, Michael Snyder, about the timing of these salary increases, he expressed the concern of needing a substantial reason to request renegotiation of the contract. The City would have the burden of showing we could no longer pay for the increases, or that proving the increases would substantially harm the City. I don't know that we could successfully make that argument at this time.

I have full confidence in the salary and benefit survey Joan conducted and believe the proposed adjustments to the schedules are necessary to keep the City in a competitive position relating to retaining and attracting top quality employees. Our greatest assets are not our infrastructure or great parks, it's our employees, managers and department heads. Although several employees and managers have expressed concern over taking salary increases at this time, I feel strongly that they deserve to be compensated properly for their ongoing, daily efforts to improve the City.

I recommend the Committee approve the contracts and schedules as presented. To address negative public perception this might cause with some residents, I am willing to refrain from taking a step increase this year myself if it will allow for the rest of the City's employees to get the salary increases they deserve.

#### RECOMMENDED MOTION

*"I move to approve the three year labor contract with Oregon AFSCME Council 75 representing City of Philomath General Unit for the period beginning May 1, 2020 through April 30, 2023, incorporating those requests made by the unit during formal contract negotiations, and recommend it to the City Council for approval."*

*"I move to approve the three year labor contract with the Police Unit, representing City of Philomath police employees for the period beginning May 1, 2020 through April 30, 2023,*

*incorporating those requests made by the unit during formal contract negotiations, and recommend it to the City Council for approval.”*

*“I move to approve the Salary Schedule for Unrepresented and Management Positions effective July 1, 2020, including a cost of living adjustment of 3% for the 2020-2020 fiscal year, and recommend it to the City Council for approval. I further move that the position of Finance/Court Staff be added to the list of positions eligible for longevity pay.”*

ATTACHMENTS

- A. Salary Survey
- B. Current and Proposed Salary Schedules, General Unit and Non-represented
- C. General Unit Contract, 2020

## Attachment A

City Manager

Population		Low Salary	High Salary
4,490	Boardman		5,921
4,650	Phoenix		7,500
5,550	Winston		7,500
6,205	Sheridan		7,733
4,800	Veneta		8,333
4,125	Lafayette		8,377
6,160	Junction City		8,579
5,315	Warrenton		8,588
4,900	<b>Philomath</b>	<b>7,186</b>	<b>9,072</b>
6,465	Talent		9,225
4,130	Aumsville	7,474	9,732
4,190	King City		10,208
5,510	Creswell		10,226
4,060	Wood Village		10,518
6,380	Madras		12,488

Police Chief

Population		Low Salary	High Salary
5,550	Winston	5,690	7,259
5,315	Warrenton	6,101	7,416
4,900	<b>Philomath</b>	<b>6,351</b>	<b>7,720</b>
4,650	Phoenix	6,163	7,866
4,130	Aumsville	6,130	7,963
6,465	Talent		8,258
6,160	Junction City	7,188	8,409
4,190	King City		8,500
4,490	Boardman		8,560
6,380	Madras	7,781	10,781

Public Works Director

Population		Low Salary	High Salary
4,490	Boardman		5,811
6,465	Talent		7,085
6,160	Junction City	6,253	7,315
4,900	<b>Philomath</b>	<b>6,106</b>	<b>7,422</b>
6,205	Sheridan	5,369	7,555
4,130	Aumsville	5,987	7,785
5,510	Creswell	6,154	8,111
4,800	Veneta	5,777	8,221
5,315	Warrenton	7,063	8,585
4,060	Wood Village	7,070	9,029
6,380	Madras	7,366	10,207

Finance Director

Population		Low Salary	High Salary	Title
6,160	Junction City	5,741	6,716	HR & Administrative Services Manager
6,465	Talent		6,856	Finance Director
6,205	Sheridan	4,926	5,931	Finance Director
4,125	Lafayette	5,000	7,000	City Recorder/Assistant City Admin
4,800	Veneta	5,093	7,249	Finance & Administrative Services Manager
5,315	Warrenton	6,406	7,787	Finance Director
4,650	Phoenix	6,163	7,866	Finance Director
4,900	<b>Philomath</b>	<b>6,707</b>	<b>8,154</b>	
5,510	Creswell	6,379	8,532	Finance Director
4,060	Wood Village	7,070	9,029	Finance Director
6,380	Madras	7,366	10,207	Finance Director

PW Supervisor

Population		Low Salary	High Salary	Title
4,125	Lafayette	5,238	6,128	PW Supervisor, no PW Director position
4,900	<b>Philomath</b>	<b>5,199</b>	<b>6,320</b>	
6,160	Junction City	5,435	6,358	PW Superintendent
5,315	Warrenton	5,270	6,406	Operations Manager
4,800	Veneta	4,708	6,701	Public Works Superintendent
6,380	Madras	5,006	6,936	Operations Manager
4,130	Aumsville	5,376	7,000	Assistant PW Director
5,550	Winston	4,904	7,071	PW Superintendent

Police Sergeant

Population		Low Salary	High Salary	Title
5,315	Warrenton	4,528	5,923	
4,190	King City	4,567	6,120	Sergeant (they also have a Lieutenant)
4,900	<b>Philomath</b>	<b>5,199</b>	<b>6,320</b>	
4,130	Aumsville	4,903	6,386	Sergeant
4,490	Boardman		6,498	Sergeant (they have 2 plus a captain)
4,650	Phoenix	5,440	6,943	Lieutenant (Sergeant is a union position)
5,550	Winston	4,846	6,963	Sergeant
6,160	Junction City	6,028	7,052	Sergeant
6,465	Talent		7,095	Lieutenant
6,380	Madras	5,719	7,313	Sergeant

City Recorder

Population		Low Salary	High Salary	Title
4,130	Aumsville	3,597	4,685	City Clerk (does building permits)
6,160	Junction City	4,109	4,806	City Recorder
4,900	<b>Philomath</b>	<b>4,090</b>	<b>4,972</b>	
6,465	Talent		5,000	City Recorder
4,800	Veneta	3,535	5,030	City Recorder
4,190	King City	3,761	5,040	City Recorder
4,650	Phoenix	4,002	5,108	City Recorder/Events
5,315	Warrenton	4,336	5,270	City Recorder
5,510	Creswell	4,477	5,870	City Recorder
6,380	Madras	4,472	6,196	City Recorder

Police Administrative Assistant

Population		Low Salary	High Salary	Title
6,160	Junction City	2,616	3,061	Police Administrative Assistant
4,215	Reedsport	2,691	3,606	Communications Supervisor/Admin Assistant
4,650	Phoenix	2,967	3,786	Police Clerk
4,900	<b>Philomath</b>	<b>3,596</b>	<b>4,372</b>	
5,315	Warrenton	3,438	4,497	Police Secretary/Court Clerk
4,130	Aumsville	3,520	4,583	Police Support Specialist/Court Clerk
4,490	Boardman		4,979	Office Manager
5,550	Winston	3,833	5,397	Police Administrative Assistant
6,380	Madras	4,406	5,711	Office Manager

Court Clerk

Population		Low Salary	High Salary	Title
4,215	Reedsport	2,603	3,447	Court Clerk
4,650	Phoenix	2,848	3,636	Court/Utility Clerk
6,160	Junction City	3,307	3,722	Admin Aide IV
4,125	Lafayette	3,698	4,363	Also does A/P and payroll
5,550	Winston	2,927	4,366	Court Clerk
5,510	Creswell	3,358	4,426	Assistant Recorder/Court Clerk
4,900	<b>Philomath</b>	<b>3,681</b>	<b>4,474</b>	
5,315	Warrenton	3,438	4,497	Also the police evidence clerk
4,130	Aumsville	3,520	4,583	Police Support specialist
4,800	Veneta	3,267	4,650	Office Support Specialist III
4,190	King City	3,582	4,800	

## Attachment A

### Utility Clerk

Population		Low Salary	High Salary	Title
4,125	Lafayette	2,516	2,890	Office Assistant
6,160	Junction City	2,884	3,245	Admin Aide II
4,215	Reedsport	2,603	3,447	Utility Billing Clerk
4,490	Boardman	2,949	3,517	Office Clerical in PW Dept
4,650	Phoenix	2,848	3,636	Court/Utility Clerk
5,550	Winston	2,498	3,725	Utility Billing Clerk
4,130	Aumsville	3,040	3,969	30 hrs per week, calculated as full time
5,510	Creswell	3,085	4,066	A/R / Utility Clerk
6,465	Talent	3,215	4,103	Water Clerk
5,315	Warrenton	3,385	4,114	Accounting Technician, A/P and utility
4,060	Wood Village	3,239	4,136	Office Specialist I
4,900	Philomath	3,681	4,474	
4,800	Veneta	3,267	4,650	Office Support Specialist II
6,380	Madras	3,475	4,816	Customer Accounting Clerk

### Senior Utility Maintenance Worker

Population		Low Salary	High Salary	Job Title
4,215	Reedsport	2,860	3,784	Maintenance Worker II
6,160	Junction City	3,664	4,285	Utility Worker II
4,650	Phoenix	3,457	4,312	Lead Utility Worker
5,315	Warrenton	3,557	4,323	Utility Worker II
6,205	Sheridan	2,940	4,342	Maintenance Worker II
4,900	<b>Philomath</b>	<b>3,681</b>	<b>4,474</b>	Sr Utility Maintenance Worker
4,060	Wood Village	3,571	4,560	Utility Worker II
5,510	Creswell	3,507	4,623	PW Maintenance III
4,125	Lafayette	4,060	4,664	Utility II
4,755	Veneta	3,359	4,780	Utility Worker II
3,965	Aumsville	3,757	4,894	Utility Worker II
4,190	King City	3,684	4,962	PW Lead I - they only have one PW position
5,550	Winston	3,395	5,064	Utility Worker II

### A/P and Payroll Accounting Clerk

Population		Low Salary	High Salary	Title
4,215	Reedsport	2,603	3,447	Accounts Payable Clerk
5,550	Winston	2,698	4,025	Finance Clerk
6,160	Junction City	3,635	4,092	Accountant
6,465	Talent	3,215	4,103	Clerk 2, does payroll
5,315	Warrenton	3,385	4,114	Accounting Technician A/P and utility billing
5,510	Creswell	3,218	4,242	A/P / Payroll Clerk
4,125	Lafayette	3,698	4,363	City Clerk also Court Clerk
4,900	<b>Philomath</b>	<b>3,681</b>	<b>4,474</b>	
4,650	Phoenix	3,510	4,479	Deputy City Recorder does payroll and A/P
4,800	Veneta	3,267	4,650	Office Support Specialist III
4,060	Wood Village	3,750	4,788	Accountant I does payroll, Admin Assistant does A/P
6,380	Madras	3,772	5,227	Accounting Technician

### Utility Maintenance Worker

Population		Low Salary	High Salary	Job Title
4,215	Reedsport	2,603	3,447	Maintenance Worker I
5,315	Warrenton	3,223	3,918	Utility Worker I
4,490	Boardman	3,302	3,938	Public Works Worker
4,650	Phoenix	3,096	3,951	Utility Worker
6,160	Junction City	3,540	3,985	Utility Worker I
4,125	Lafayette	3,503	4,024	Utility I
6,205	Sheridan	2,756	4,069	Maintenance Worker I
4,060	Wood Village	3,239	4,136	Utility Worker I
4,130	Aumsville	3,243	4,223	Utility Worker I
6,465	Talent	3,313	4,229	PW Maintenance Specialist I
5,510	Creswell	3,218	4,242	PW Maintenance II
4,900	Philomath	3,506	4,261	
4,755	Veneta	3,091	4,400	Utility Worker I
5,550	Winston	3,167	4,724	Utility Worker I
6,380	Madras	3,520	5,016	

### Water/Wastewater Operator

Population		Low Salary	High Salary	Job Title
4,490	Boardman	3,547	4,162	Water & Wastewater Operator
6,465	Talent	3,379	4,314	PW Maintenance Specialist W/WW Distribution I
6,205	Sheridan	3,221	4,759	Plant Operator
5,315	Warrenton	3,922	4,767	Water/Wastewater Treatment Plant Operator
4,215	Reedsport	3,613	4,790	Wastewater lead worker
4,755	Veneta	3,524	5,017	Utility Worker III
4,665	<b>Philomath</b>	<b>4,222</b>	<b>5,132</b>	
6,160	Junction City	4,675	5,261	Water/Wastewater Treatment Plant Operator
5,510	Creswell	4,000	5,273	Water/Wastewater Treatment Plant Operator
4,060	Wood Village	4,134	5,279	Utility Worker III, Water Distribution only, supervisory position
5,550	Winston	3,713	5,289	Lead Plant Operator
6,380	Madras	4,103	5,685	WW Operator II
4,125	Lafayette	5,238	6,017	Wastewater Operator

**Attachment B**

**Police Unit Salary Schedule**

July 1, 2019

POSITION	1	2	3	4	5	6
Police Recruit	\$3,904	\$4,099				
Basic Police Officer	\$4,101	\$4,306	\$4,522	\$4,748	\$4,985	\$5,235
Intermediate Police Officer	\$4,255	\$4,468	\$4,692	\$4,926	\$5,173	\$5,431
Advanced Police Officer	\$4,423	\$4,644	\$4,876	\$5,120	\$5,376	\$5,645
Senior Police Officer*					\$5,486	\$5,760

**General Unit Salary Schedule**

July 1, 2019

POSITION	1	2	3	4	5	
Utility Maintenance	9	\$3,506	\$3,681	\$3,865	\$4,058	\$4,261
Sr. Utility Maintenance	11	\$3,681	\$3,865	\$4,059	\$4,261	\$4,474
Water/Wastewater Operator	12	\$3,866	\$4,059	\$4,262	\$4,475	\$4,699
Sr. Water/Wastewater Operator	13	\$4,222	\$4,433	\$4,655	\$4,887	\$5,132
	14	\$4,433	\$4,655	\$4,887	\$5,132	\$5,388

**Non-Represented Salary Schedule**

July 1, 2019

POSITION	1	2	3	4	5
City Manager	7,186	7,618	8,075	8,559	9,072
Finance & HR Director	6,707	7,043	7,395	7,765	8,154
Police Chief	6,351	6,668	7,002	7,352	7,720
Public Works Director	6,106	6,411	6,731	7,068	7,422
Police Sergeant	5,199	5,459	5,732	6,019	6,320
Public Works Supervisor	5,199	5,459	5,732	6,019	6,320
City Recorder	4,090	4,294	4,509	4,734	4,972
Administrative Secretary	3,596	3,776	3,965	4,163	4,372
Finance/Court Staff	3,681	3,865	4,058	4,261	4,474

July 1, 2020 with added step(s)

POSITION	1	2	3	4	5	6	7
Police Recruit	\$3,904	\$4,099					
Basic Police Officer	\$4,101	\$4,306	\$4,522	\$4,748	\$4,985	\$5,235	\$5,392
Intermediate Police Officer	\$4,255	\$4,468	\$4,692	\$4,926	\$5,173	\$5,431	\$5,594
Advanced Police Officer	\$4,423	\$4,644	\$4,876	\$5,120	\$5,376	\$5,645	\$5,814
Senior Police Officer*					\$5,486	\$5,760	\$5,933

July 1, 2020 with added step(s)

POSITION	1	2	3	4	5	6	7	
Utility Maintenance	9	\$3,506	\$3,681	\$3,865	\$4,058	\$4,261	\$4,389	\$4,520
Sr. Utility Maintenance	11	\$3,681	\$3,865	\$4,059	\$4,261	\$4,474	\$4,608	\$4,746
Water/Wastewater Operator	12	\$3,866	\$4,059	\$4,262	\$4,475	\$4,699	\$4,840	\$4,985
Sr. Water/Wastewater Operator	13	\$4,222	\$4,433	\$4,655	\$4,887	\$5,132	\$5,286	\$5,445
	14	\$4,433	\$4,655	\$4,887	\$5,132	\$5,388	\$5,550	\$5,716

July 1, 2020 with added step(s)

POSITION	1	2	3	4	5	6	7
City Manager	7,186	7,618	8,075	8,559	9,072	9,455	9,812
Department Head	6,351	6,669	7,002	7,352	7,720	8,028	8,350
Finance Director							
Police Chief							
Public Works Director							
Supervisor	5,199	5,449	5,732	6,018	6,319	6,589	6,704
Police Sergeant							
Public Works Supervisor							
City Recorder	4,090	4,295	4,509	4,735	4,971	5,121	5,274
Administrative Secretary	3,796	3,986	4,185	4,394	4,614	4,752	4,895
Finance/Court Staff	3,681	3,865	4,058	4,261	4,474	4,609	N/A

July 1, 2020 with 3% COLA

POSITION	1	2	3	4	5	6	7
Police Recruit	\$4,021	\$4,222					
Basic Police Officer	\$4,224	\$4,435	\$4,658	\$4,890	\$5,135	\$5,392	\$5,554
Intermediate Police Officer	\$4,383	\$4,602	\$4,833	\$5,074	\$5,328	\$5,594	\$5,762
Advanced Police Officer	\$4,556	\$4,783	\$5,022	\$5,274	\$5,537	\$5,814	\$5,989
Senior Police Officer*					\$5,933	\$6,111	

July 1, 2020 with 3% COLA

POSITION	1	2	3	4	5	6	7	
Utility Maintenance	9	\$3,882	\$4,002	\$4,126	\$4,253	\$4,385	\$4,520	\$4,656
Sr. Utility Maintenance	11	\$4,076	\$4,202	\$4,332	\$4,466	\$4,604	\$4,746	\$4,889
Water/Wastewater Operator	12	\$4,281	\$4,413	\$4,550	\$4,691	\$4,836	\$4,985	\$5,135
Sr. Water/Wastewater Operator	13	\$4,675	\$4,820	\$4,969	\$5,123	\$5,281	\$5,445	\$5,608
	14	\$4,909	\$5,060	\$5,217	\$5,378	\$5,545	\$5,716	\$5,888

July 1, 2020 with 3% COLA

POSITION	1	2	3	4	5	6	7
City Manager	7,402	7,846	8,316	8,815	9,344	9,718	10,100
Department Head	6,542	6,869	7,212	7,573	7,951	8,270	8,600
Finance Director							
Police Chief							
Public Works Director							
Supervisor	5,355	5,623	5,904	6,199	6,509	6,704	6,900
Police Sergeant							
Public Works Supervisor							
City Recorder	4,213	4,423	4,645	4,877	5,121	5,274	5,432
Administrative Secretary	3,910	4,105	4,311	4,526	4,752	4,896	5,043
Finance/Court Staff	3,791	3,981	4,180	4,389	4,609	4,747	N/A

# CITY OF PHILOMATH & AFSCME Council 75



## COLLECTIVE BARGAINING AGREEMENT WITH PUBLIC WORKS EMPLOYEES

**May 2020 through April 2023**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by the City of Philomath, Oregon, hereinafter referred to as the City, and AFSCME, hereinafter referred to as the Union, for the purpose provided in ORS 243.650 through 243.782. In the event of a conflict between a provision of the Agreement and a rule or regulation of the City, the terms of this Agreement shall prevail.

It is agreed and understood that this Agreement shall be limited and applicable only to all bargaining unit employees. All references in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include both male and female.

## **ARTICLE 2 - RECOGNITION**

**2.1 Recognition** - The City recognizes AFSCME as the sole and exclusive bargaining agent for all regular employees of the Public Works Department as provided by ORS 243.650. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled work week of 20 hours or more. All references to employees in this Agreement shall be construed to mean regular employees, not seasonal, temporary, or part-time employees that work less than 1040 hours in a fiscal year, or those excluded as supervisory or confidential under ORS 243.650.

**2.2 New Classification** - Whenever the City develops a new classification within the bargaining unit, the City shall attach a salary to the new classification and notify the Local President and the AFSCME Council 75 Representative. The Union shall have ten (10) days from receipt of the notification to review the salary schedule and make a demand to bargain if the schedule is not appropriate. If no demand is made to bargain, the salary for the position will become a part of the bargaining unit. If bargaining ensues, the City shall not be precluded from filling the position during the bargaining process.

**2.3 New Hires** - Whenever a new employee is hired into a position covered by the bargaining unit, the City's Finance Department will inform the Local President and the AFSCME Council 75 Representative of the name and address of the new employee, and will also advise the employee that AFSCME represents certain employees of the City of Philomath. The Union will furnish all new employees with a copy of the current contract and a Union membership application form.

## **ARTICLE 3 - UNION SECURITY**

**3.1 Union Representation** - AFSCME Council 75 shall certify in writing the names, title, and business address of the Union representatives authorized to represent the Union to the City. The City may refuse to recognize any such representative until they are so certified.

**3.2 Union Activity** - The City agrees that Union representatives certified by AFSCME Council 75, shall be afforded reasonable access to nonworking spaces during nonworking time for the purpose of conducting Union business, provided such access does not interfere with the performance by City employees of their duties and further provided that such officers shall obtain prior approval from the department head or a designee. The parties agree to the primary principle that Union activities will normally be carried on outside of working hours. However, it is further recognized that there are reasonable limited deviations from this policy, such as posting Union notices and distributing literature, which do not require substantial periods of time. Where such activities cannot reasonably be performed outside scheduled working hours, and where such activities are performed without disruption of employee's work performance, such activities may be carried out without loss of pay to the employees involved, provided such activities are authorized by the department head or a designee.

**3.3 Dues Deductions** - The Union shall notify the City of the current rate of dues and in a timely manner which will enable the City to make necessary payroll deductions as specified below. The City shall deduct from each paycheck of employees who have authorized such deductions the specified amount, proportionate to monthly, for the payment of Union dues to the Union.

**3.4 New Employee Notification** - The City shall furnish to the Union a list of new employee(s) who have accepted positions represented by the Union, along with anticipated start dates. The list shall contain the name, employee ID number, classification and date of employment.

**3.5 Hold Harmless** - The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City, as a result of any action taken pursuant to the provisions of this article. The Union and the City each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

**3.6 Union Stewards** - The Union may select and certify to the City one employee who is to act as Union Steward. Wherever the City is required in this Agreement to make notification to the Union, it shall do so through the Steward. At the Union's request, and subject to the operating requirements of the City, stewards shall be granted leave without pay, compensatory time off, or vacation time off to attend the Union's Steward Training Program workshops.

**3.7 Use of Bulletin Board** - The City will furnish space on a bulletin board for use by the Union. The Union may post notices and bulletins thereon, provided all materials posted are clearly identified as originating from the Union and any outdated materials are removed therefrom, and the board is maintained in a neat manner. No derogatory or inflammatory materials may be placed on the bulletin board.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- a) To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed;
- b) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies;
- c) To determine the need for a reduction or an increase in the work force;
- d) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- e) To implement new and to revise or discard, wholly or in part, old methods, procedures, rules, regulations, materials, equipment, facilities and standards.

Except as provided by ORS 243.650 utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure.

## ARTICLE 5 - GENERAL PROVISIONS

**5.1 Non-Discrimination** - The City and the Union agree to abide by the provisions of ORS 243.672. Any issue that may arise regarding this section shall not be subject to the arbitration procedure contained herein.

**5.2 Seniority** - Seniority shall be defined as an employee's length of continuous service within a department, from the employee's last date of hire, and it shall be given preference for vacation selection.

**5.3 Layoff** - In the event of a layoff, the City will select the classification(s) where the reduction in force is to occur. Employees will then be laid off on the basis of seniority as defined above. Employees in a higher classification faced with a layoff, may bump to a lower classification if they have greater departmental seniority and are qualified to perform the job – except that field positions may not bump to clerical or accounting positions.

**5.4 Recall** - Employees laid off shall retain recall rights for 12 months and shall be recalled in inverse order of layoff. In the event an employee is recalled within the 12 month recall period, the employee shall retain seniority earned before the layoff. The employee shall not accrue seniority while in layoff status.

**5.5 Use of Private Automobile** - There shall be no use of private automobiles in the discharge of services of the City without prior approval of the Department Head or the City Manager. Every employee who is required to use a private automobile in the service of the City may receive compensation at the current IRS rate of reimbursement. In the event an employee prefers to use their own vehicle for an out-of-town trip, the employee and the Department Head may come to independent terms for mileage reimbursement, if the Department Head approves the use of a private automobile.

**5.6 Travel and Expense** - Prior approval from the Department Head or City Manager is required for any travel by employees on City business. Detailed expense records and receipts shall be filed by all employees entitled to reimbursements or advances for travel. Failure to follow these procedures shall be grounds for denial of travel claims.

**5.7 Job Vacancies** - The City will post all full-time bargaining unit job opportunities in-house.

## ARTICLE 6 - LEAVE OF ABSENCE

**6.1 Leave Without Pay** - The City will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. Such requests shall not be unreasonably denied. The City may terminate or cancel such leave by 30 days written notice, mailed to the address given by the employee on their written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City, and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence, shall be considered as having resigned their position with the City.

Employees on leave without pay, for any reason, shall not accrue any benefits.

**6.2 Family Medical Leave** - Employees will be granted family medical leave in accordance with State law. When proper application is made and leave is granted, employee may use accrued leave in the following order – *sick leave, compensatory time, vacation time*.

**6.3 Military Leave** - Employees of the City shall be granted those rights to temporary leave for annual active duty for training in the National Guard or of any Reserve component of the United States Armed Forces as specified in the Oregon Revised Statutes.

**6.4 Emergency Leave** - Emergency leaves of absence without pay may be granted by the Department Head to an employee because of illness of a member of the immediate family. However, the employee may elect to charge such emergency leave against accumulated vacation leave or compensatory time. All emergency leaves shall be subject to verification by the employee upon the request of the Department Head.

**6.5 Religious Service** - A leave of absence without pay may be granted to an employee by a Department Head for the purpose of observing or attending religious service for holidays of major theological importance, not to exceed one-half (½) day. The employee may elect to charge such religious leaves against the accumulated vacation leave.

**6.6 Jury Duty** - An employee, when called to serve on jury duty and when not excused therefrom, shall be compensated for the time actually required to be spent under the jurisdiction of the court. The employee will be required to give the City a statement as to the day they served on jury duty and the daily rate paid. The City will then deduct the appropriate amount from the employee's paycheck. In the event an employee is called for jury duty and released during the day, the employee must return to their work at the City if at least two (2) hours of working time remain.

## **ARTICLE 7 - VACATIONS**

**7.1 Accrual** - Each regular full-time employee shall accrue vacation leave with pay each month on the following basis:

Years of Service	Monthly Accrual Hours	Days per Year
0 to 3 years	7.4	11.10
After three years	8.7	13.05
After five years	10.0	15.00
After eight years	11.4	17.10
After ten years	12.7	19.05
After 12 years	14.0	21.00

Years of service shall be determined based on the employee's last date of hire in the bargaining unit, except as provided in 7.3 Break in Service.

After six (6) months of employment, the employee will be eligible to schedule vacation as described in 7.2.

Employees who work more than 20, but less than 40, hours per week shall accrue vacation leave with pay on a prorated basis each pay period, according to the hours paid to such employees. Using a 40-hour work week as 100% of the above schedule, their vacation accrual shall be computed as a fraction of the benefits listed above, based upon average hourly work week and tenure.

For the purposes of this Article, a year of service means the completion of 12 months of employment with the City in this bargaining unit. When an employee advances to a higher accrual rate, the employee will receive the higher accrual rate for the entire pay period in which the advancement occurs. Time spent in layoff status or on leave without pay shall result in suspension of accrual of vacation leave for the duration of such layoff or leave.

Accrual shall be prorated for employees who are not in a paid status for the entire pay period on the basis of the number of days in paid status during the pay period.

The employee may only accumulate that vacation time earned in two (2) consecutive years. Any excess unused vacation time shall be lost, unless the City requires an employee to work during a scheduled vacation.

*Annotation: This section was changed in 1999, to clarify how time is accrued based upon years of service and the time period accrual occurs. The parties defined the accrual period as a pay period. When an employee moves to the next higher accrual rate based upon their last date of hire, the employee will be given the higher accrual at the beginning of the pay period and there will be no proration. Further clarification was added for employees that find themselves in an unpaid status in a pay period. In such case, the employee will only be allowed a prorated accrual. Additionally, the personal leave day specified elsewhere in the contract was incorporated into the accruals and they were rounded up for ease of administration.*

**7.2 Scheduling** - The arrangement of a vacation schedule is the responsibility of the Department Head based upon: (a) the staffing requirements of the City, and (b) the seniority of the employees within the department, and (c) the wishes of the employee, in that order.

**7.3 Break in Service** - Prior service, based on a full month of employment, shall be included for purposes of computation of vacation leave, but only for those periods of time actually spent as a regular employee for the City.

*Annotation: This section was changed in 1999, to clarify that credit for past service would be credited based on the last full month employed in the prior employment period.*

**7.4 Effect of Holidays** - For the purpose of computing vacation leave duration, the term "working days" shall exclude all legal holidays which may fall during the vacation leave time.

**7.5 Termination of Employment** - Upon termination of employment, a regular employee who has completed six (6) months of continuous service shall receive payment for unused vacation leave to which they would otherwise be entitled as of the date of termination. This section applies to both voluntary and involuntary terminations.

## **ARTICLE 8 - HOLIDAYS**

Full-time employees of the City of Philomath shall be entitled to the following holidays:

- New Year's Day
- M. L. King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ day (afternoon) on the last working day prior to Christmas Day
- Christmas Day

Any holiday designated by executive order of the Mayor or by resolution of the City Council.

If a holiday falls on a Saturday, the previous Friday will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

Whenever an employee is required to work on a holiday the employee will receive overtime pay or compensatory time for all hours worked in addition to their regular pay. Part-time employees covered by this Agreement shall be granted holiday pay or time off on a pro-rata basis.

*Annotation: This article was modified in 1999, to simplify its application. Specifically, most employees will generally receive the holiday off and be paid for the day. When required to work, the maximum compensation will equate to double time and one half. For example, the employee will receive 8 hours of compensation for the holiday and will also receive time and one half pay for all hours worked. If the employee works four (4) hours on the holiday, the compensation received will be eight (8) hours compensation for the holiday, plus six (6) hours compensation for working four (4) hours. Total compensation in this example would be 14 hours of compensation for the day.*

## **ARTICLE 9 - SICK LEAVE**

**9.1 ACCRUAL** - All full-time employees shall be entitled to sick leave benefits. These benefits shall accrue at the rate of eight (8) hours of sick leave per month.

Employees who work more than 20, but less than 40 hours per week shall accrue sick leave with pay on a prorated basis each pay period, according to the hours paid to such employees. Using a 40-hour work week as 100% of the above schedule, their sick leave accrual shall be computed as a fraction of the benefits listed above, based upon average hourly work week.

Accrual shall be prorated for employees who are not in paid status for the entire pay period on the basis of the number of days in paid status during the pay period.

Sick leave accrued in any year shall be accumulative for succeeding years up to a maximum of 960 working hours.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at the regularly prescribed rate.

**9.2 Utilization** - Sick leave with pay shall be allowed for a bona fide personal illness or physical disability of the employee. Sick leave shall be allowed for illness or incapacity due to pregnancy or child birth. Sick leave may be used by each employee due to illness or incapacity of a family member residing in the employee's household.

Substantiated documentation of abuse of sick leave shall be subject to progressive disciplinary action per the collective bargaining agreement.

In the event an employee is absent due to disability incurred on duty, they may utilize sick leave to compensate for the difference between the benefits which Worker's Compensation allows and the employee's City wage, less state and federal deductions (net pay).

**9.3 Extended Illness** - An employee's written request to utilize accumulated compensatory or vacation accruals, after sick leave has been exhausted, will be granted by the City for extended illnesses or disabilities. Leave without pay may also be used beyond the employee's entitlement to sick leave.

**9.4 Death in the Family** - An emergency leave of absence with pay of up to three (3) days shall be granted by the Department Head to an employee because of death within the immediate family. Immediate family shall be defined as mother, father, parents-in-law, children, spouse, brother, sister, grandparents, grandparents-in-law, and any other family member residing in the employee's household.

Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

*Annotation: This section was changed in 1999, by changing the leave days from 5 to 3 and granting use without applying sick leave. It was understood that additional time could be approved by the City, but that the employee would have to utilize accrued leave or leave without pay.*

**9.5 Termination** - Employees will have the following options at the time of their termination:

OPSRP – Receive a cash payment for one-half their unused accumulated sick leave at their current hourly rate up to a maximum payment for 360 hours.

Tier 2

- a) Receive a cash payment for one-half their unused accumulated sick leave at their current hourly rate up to a maximum payment for 360 hours. The City will report the remaining unused accumulated sick leave hours to PERS. The maximum number of hours to be reported would be 600; or
- b) Report all unused accumulated sick leave hours to PERS.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.1 Resolution Process** - Any dispute which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor. The employee and the supervisor, within 10 workdays of the employee's knowledge of the problem, shall informally discuss the dispute and attempt to resolve it. If no resolution can be achieved within five (5) workdays of the discussion with the supervisor, the employee or the Union shall proceed as follows:

Step 1 - If an employee is unable to resolve a dispute with an informal discussion with their supervisor and seeks further resolution, the employee/Union, within 10 workdays of the supervisor's denial, shall file an official grievance with the City. Such grievance shall be filed, in writing, with the management team responsible for the employee's supervision and the City Manager (i.e. the grievance would be addressed to the supervisor/department head/City Manager).

The written grievance shall contain:

- a) A description and date of the circumstance that led up to or is the cause for the grievance;
- b) A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- c) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- d) A description of the remedy sought for resolution of the problem.

Step 2 - The management team will consider the written grievance and shall meet with the employee and a representative of the Union within 10 workdays of its submission in writing. Within 10 workdays of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 - If the above process fails to resolve the grievance and the Union decides to carry it further, they shall, within 10 workdays of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within 10 workdays of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

**10.2 Arbitration** - The parties agree that any decision of the arbitrator, which is within the scope of this Agreement, shall be final and binding upon them. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement unless both parties agree otherwise. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so he/she shall not contravene any provisions of this Agreement. Cost of the arbitration shall be borne by the losing party.

**10.3 Time Limits** - The above time limits shall be strictly adhered to.

If the grievant or the Union fails to adhere to the specified time limits, the grievance shall not be subject to the arbitration step contained herein but can continue to be processed as far as the management team level of the procedure. This provision shall not prevent either party from arbitrating timeliness issues.

If the City shall fail to respond in a timely manner, the grievant or the Union may proceed to the next step of the grievance procedure within the proper time frame from the time that the response should have been received. Time limits may be waived by mutual agreement of the parties.

## **ARTICLE 11 - DISCIPLINARY ACTION**

**11.1 Standard** - Employees shall only be disciplined for just cause. Oral reprimands are not considered discipline and shall not be subject to the grievance procedure. Discipline may include, but not be limited to written reprimands, suspension, temporary reduction in pay, demotion and termination.

**11.2 Probationary Employee** - This article shall not apply to any employee on probation as defined in Article 12.

**11.3 Due Process** - In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject him to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;

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.

**11.4 Just Cause** - For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The City must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the Union from raising issues appropriate to defend employees in an arbitration setting.

## **ARTICLE 12 - PROBATIONARY PERIODS**

**12.1 New Employees** - New bargaining unit employees shall serve an initial probationary period of 12 months of continuous service. Probationary employees may be discharged for any reason, and such discharge shall not be subject to the grievance procedure.

**12.2 Promoted Employees** - Employees who are promoted to another classification or position shall serve a probationary period equal to that which a new employee would serve, six (6) months. Such employees, who fail to satisfactorily meet the requirements of the new position or classification at any time during the probationary period, shall be returned to the previously held position or classification and shall not begin another probationary period, unless their initial probationary period was not completed.

## **ARTICLE 13 - HOURS OF WORK**

**13.1 Work Week** - The normal work week for full-time employees is 40 hours; however, the City makes no guarantee of a 40-hour work week. As far as practicable, this work week conforms with established hours of business. This conformity shall not interfere with special time schedules governing departments operating more than eight (8) hours each calendar day. Except in an emergency, unusual, or unforeseen circumstances, no work schedule will be changed without five (5) days' notice.

**13.2 Work Period** - Normally work periods shall be either eight and one-half (8 ½) or nine (9) hours, depending upon the length of the unpaid meal period taken.

**13.3 Rest Period** - Employee work schedules shall provide for a paid 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift whenever this is feasible.

**13.4 Meal Period** - Employees shall receive a meal period during each work shift. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

In the event employee(s) work more than two (2) hours beyond their regular shift, or four (4) or more hours after normal hours or non-workdays and a supervisor is not available to provide a meal, the employee may be reimbursed for a meal that is purchased in Philomath, if available, and consumed at the work site. Such reimbursement shall be within the established lunch rate.

**13.5 Cleanup Time** - When necessary, employees shall be granted a reasonable personal cleanup period prior to the end of the work shift.

**13.6 Preparation for Work** - It shall be the responsibility of each employee to arrive at their work station completely prepared to begin their duties at the start of the scheduled work period.

**13.7 On Call Personnel** - Certain employees may be designated as "on-call" personnel for specific time periods and shall be available at all times during that period to respond to emergency situations and be on-site within an hour of the call. This person must remain constantly accessible by telephone or paging device. The "on-call" person shall be compensated with callback as specified in 14.5 Callback when required to respond to a location and shall receive \$200 or eight (8) hours of straight-time compensatory time for each week the employee is required to remain "on-call". Response to phone calls that exceed ten (10) minutes or calls that require the employee to remain vigilant in his responsibility to the City, but not leave home for greater than 10 minutes will be compensated to the nearest ¼ hour at the overtime rate.

Whenever an employee is required to report to duty when not scheduled on a holiday, the employee will receive an additional single payment of \$70 on that holiday. The \$70 payment doesn't apply to any person required to do rounds at the treatment plants on a holiday.

## **ARTICLE 14 - COMPENSATION**

**14.1 Salaries** - Salaries shall be paid in accordance with the schedule attached hereto as Appendix A.

Effective July 1, 2020, the new salary schedule shall be adjusted at Step 1 by three percent (3%) with percentage increments of three percent (3%) through each of the steps. A Step 6 and Step 7 is added effective July 1, 2020. Employees that have been topped out at Step 5 in the old salary schedule will move to Step 6 on 7/1/20 and will advance on 7/1/21 to Step 7. The employee that is currently at Step 4 in the old salary schedule will advance to Step 5 on his anniversary date and proceed through the salary schedule annually thereafter on his anniversary date.

Effective July 1, 2021, the salary schedule shall be adjusted at Step 1 by three percent (3%) with percentage increments to remain the same through the steps.

Effective July 1, 2022, the salary schedule shall be adjusted at Step 1 by three percent (3%) with percentage increments to remain the same through the steps.

**14.2 Merit Increases** - After completion of each year of service, employees shall become eligible for merit increases in salary as specified in the classification and salary schedule. The Department Head shall determine whether or not the employee's performance merits a salary increase. Only those employees who have consistently performed acceptable work and have mastered all skills required in their job description will be eligible for merit increases.

**14.3 Monthly Rate** - Employees in step grade positions shall be paid on a monthly rate basis established for the full-time work week. Department Heads may start a new employee at the second or third step in the existing salary schedule, provided prior experience in a similar job description at any place of employment justifies such action.

*Annotation: This section was changed in 1999, because the hourly rate is set by bargaining by applying the formula mentioned in the overtime section. Additionally, the City Manager has authority to approve a Department Head recommendation on placement on the schedule.*

**14.4 Overtime** - Overtime pay or compensatory time off shall be granted to any employee who works in excess of their regularly scheduled work week and shall be computed at a rate of one and one half (1½) times that employee's hourly pay rate. Hourly pay rates shall be computed by multiplying the employee's monthly rate by 12 and dividing that by 2080. Overtime shall be authorized only upon prior approval of the Department Head. Every employee who requests credit for overtime worked must do so in writing on an "Overtime Pay Request" form provided by the department, and must list the date and hours worked, and the reason the overtime was necessary.

Employees may choose whether their overtime compensation will be received in the form of pay or compensatory time off so long as their accrual of compensatory time does not exceed 80 hours. Overtime will be figured to the nearest one-quarter (1/4) of an hour. Employees may cash-out up to 80 hours of their accrued compensatory bank once annually. Request for cash-out must be received by November 23<sup>rd</sup> each year and will be paid in the November 30<sup>th</sup> paycheck.

*Annotation: This section was modified in 1999, to correct how the City was actually determining the hourly rate and to remove redundant language regarding approvals. These modifications do not represent any change in the application or meaning of the section. The maximum accrual of compensatory time was increased from 40 to 80 hours.*

**14.5 Callback** - Employees shall receive a minimum of two (2) hours of overtime compensation when called back to work on their off-duty time. Overtime compensation will be calculated from portal to job completion. A return to work shall not be considered a callback if annexed within two (2) hours of the beginning of their shift.

**14.6 Pyramiding** - Compensation shall not be paid twice for the same hours.

**14.7 Pay Period** - The pay period is defined as the period of compensation that begins the 24th of a month and ends on the 23rd day of the following month.

**14.8 Pay Day** - All employees will be paid twice monthly as established by the Finance Department.

**14.9 Training** - Members shall receive straight time compensatory time for attendance of training during their off-duty time. Such credit shall not exceed 40 hours per fiscal year, and shall be given only for those classes approved in advance by the Department Head. Any member with accumulated "training compensatory time" at the time of final job termination shall be monetarily compensated at their straight time rate for such accumulated time, not to exceed 40 hours. All required training and travel to and from will be considered regular work hours.

Travel time for voluntary training will not be paid for.

*Annotation: This section was changed in 2002 to clarify that required training and travel will be paid as regular hours. Travel time will only be paid if the training is conducted outside the City.*

**14.10 Reimbursement for College Courses** - The City will pay the cost of tuition and books for college or adult education courses taken by City employees, provided:

- a) The employee obtains prior approval from the Department Head to take the course.
- b) The cost of tuition and/or books is not paid for through some other funding such as Veteran's benefits or a school grant.
- c) The employee successfully completes the course with a grade of "C" or better. If tuition and books have been paid by the City in advance and an employee fails to complete the course or receives a grade below "C", the employee shall repay the City through payroll deduction. Receipts for books and tuition and proof of satisfactory completion of the course must be approved by the Department Head and submitted to the Finance Department upon completion of each course. Funding will be provided by the appropriate Department.

A record of college courses successfully completed shall be maintained in the employee's personnel records.

Nothing in this Section should be construed to imply that the City is responsible for the costs of an employee's college education.

In the event the employee has continuous service after the completion of the course for a period of one (1) year with the City, the City shall not deduct any reimbursements for courses made by the City from the employee's final paycheck. In the event, however, the employee leaves the employment of the City before the completion of one (1) year after completion of the course, the City shall deduct the amount of its reimbursements from the employee's final paycheck.

Disapproval of reimbursement shall not be subject to the grievance procedure.

**14.11 Work Out of Class** - Employees assigned the duties of a higher paid position shall receive compensation at five percent (5%) above their current regular rate of pay for all hours worked, as long as the assignment is for 40 continuous hours. When this occurs, the employee will be paid for all hours worked in the continuous assignment.

*Annotation: This section was added in 1999, to provide compensation for employees that are required to work out of class for an extended period of time. The City agreed it would not manipulate hours to avoid the extra compensation specified in this section.*

**14.12 Incentive Program** - The City will determine what incentives are appropriate and how many employees may qualify. Although the City will consult with employees regarding options, the City will make final determinations as to the need for incentives and the dollar amounts so assigned. This program will include clerical employees. The maximum incentive any one employee can receive is \$300 per month.

Any incentive payments for part-time employees will be pro-rated based on hours paid.

**14.13 Retirement** - The City will pick-up the employees' portion of the retirement contributions in accordance with PERS guidelines and protocol.

**14.14 Uniform and Boot Allowance** – Effective May 1, 2017, the City shall provide each employee with a \$375 uniform allowance on July 15<sup>th</sup> pay period. The City will continue to provide City logo t-shirts and safety gear for Public Works employees. This provision eliminates any work clothing or footwear reimbursements.

**14.15 Safety** - The City is committed to the concept of adequate levels of service and safety within the Department. The City shall comply with all such applicable safety regulations.

## **ARTICLE 15 - FRINGE BENEFITS**

**15.1 Medical/Dental Insurance** - The City shall provide and pay the full premium for medical and dental insurance, for all employees in the bargaining unit and their dependents.

In addition to the medical and dental insurance premium, the City will contribute 1/12<sup>th</sup> of the insurance plan's deductible per month to each employee's Health Reimbursement Account.

This agreement does not guarantee any benefit levels for the medical or dental plans. The City's only obligation under this contract is to contribute the agreed upon premiums to a medical and dental plan that is substantially comparable to the plan in effect January 1, 2021\* and agreed upon city-wide. To this end, the City will continue to maintain a city-wide insurance committee that will make decisions regarding any changes to future plan options. In any event, if consensus cannot be achieved by the city-wide insurance committee, it will be the City's responsibility to select a plan that is substantially comparable to the plan in effect January 1, 2021.

*\*The parties identified a change in the prescription drug plan that is to take effect on January 1, 2021.*

**15.2 Life Insurance** - The City agrees to provide 24-hour Life and Accidental Death and Dismemberment insurance for the employee in the amount of \$30,000.

## **ARTICLE 16 - WORK STOPPAGE PROHIBITED**

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join any strike, work stoppage, slowdown, picketing or any other concerted restriction of work, nor honor any picket lines while on duty, at any location in the City during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the City against any employee engaged in a violation of this Article.

## **ARTICLE 17 - SAVINGS CLAUSE**

In the event any article, section, or portion of this Agreement shall be held invalid and unenforceable by an opinion of the Attorney General of the State of Oregon, or by a court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption, except those remaining provisions which are so essentially and inseparably connected with, and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts, and the remaining which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

**ARTICLE 18 - DURATION**

This agreement shall be effective as of the day of its signing by both parties or May 1, 2020, whichever is later, and shall remain in effect through April 30, 2023. The agreement shall automatically be renewed from year to year thereafter unless one of the parties notifies the other of their intent to negotiate a successor agreement by January 1 of the expiring year of the agreement.

IN WITNESS WHEREOF, the parties set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the City

For the Union

\_\_\_\_\_  
Chris Workman  
City Manager

\_\_\_\_\_  
Mike Vencill  
President

\_\_\_\_\_  
Spencer Kirks  
Secretary/Treasurer

\_\_\_\_\_  
Jim Steiner  
AFSCME Council 75 Representative

## APPENDIX A - Salary Schedules

The City will pay a 2% incentive to any Sr. Utility Maintenance Worker who maintains a level 3 water treatment certification.

The City will pay a 2% incentive to the Water/Wastewater Operator who maintains a level 3 water treatment certification.

**July 1, 2020**

**3% COLA**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker	3,900	4,017	4,137	4,261	4,389	4,521	4,656
Sr. Utility Maintenance Worker	4,094	4,217	4,344	4,474	4,608	4,746	4,889
Water/Wastewater Operator	4,697	4,838	4,983	5,132	5,286	5,445	5,608
Sr. Water/Wastewater Operator	4,931	5,079	5,231	5,388	5,549	5,716	5,887

**July 1, 2021**

**3% COLA**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker	4,017	4,137	4,261	4,389	4,521	4,656	4,796
Sr. Utility Maintenance Worker	4,217	4,344	4,474	4,608	4,746	4,889	5,035
Water/Wastewater Operator	4,838	4,983	5,132	5,286	5,445	5,608	5,776
Sr. Water/Wastewater Operator	5,079	5,231	5,388	5,549	5,716	5,887	6,064

**July 1, 2022**

**3% COLA**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker	4,137	4,261	4,389	4,521	4,656	4,796	4,940
Sr. Utility Maintenance Worker	4,344	4,474	4,608	4,746	4,889	5,035	5,186
Water/Wastewater Operator	4,983	5,132	5,286	5,445	5,608	5,776	5,950
Sr. Water/Wastewater Operator	5,231	5,388	5,549	5,716	5,887	6,064	6,246

## City Package Proposal for Settlement

This proposal is offered as a complete package. If not accepted in its entirety, the City reserves the right to withdraw any part or all of this proposal. This package includes the tentative agreement regarding Article 3 – Association Security.

1. Article 8 – Holidays – current contract.
2. Article 13 – Hours of Work

**13.1 Work Week** – The normal work week for full-time employees is 40 hours, consisting of five (5) eight (8) hour shifts and two (2) consecutive days off. Except in an emergency, unusual, or unforeseen circumstances, no work schedule will be changed without five (5) days' notice.

[The work week may be modified by the City to an 80-hour two (2) week period to enable the City to rotate shifts.]

[The City reserves the right to define work schedules.] If a 12-hour work schedule is adopted, employees will work 4 days on and 4 days off and the above two paragraphs do not apply.

**13.1 Work Period** - Employees may work any of the below listed work periods as determined by the City. assigned to patrol shall work an

- 40 hours - Eight (8) hour shifts with two (2) consecutive days off which will include a half-hour paid meal period.
- 40 hours - Ten (10) hour shifts with three (3) consecutive days off which will include a one-hour paid meal period.
- In the event employees are assigned a 12-hour work schedule, the work period for the purpose of the FLSA will begin in the middle of the 4 days and end 28 days later. The 28-day work period is adopted in accordance with the 7(k) exemption under the FLSA as adopted herein. This schedule will include a one-hour paid meal period.
- 40-hour work periods The work week may be modified by the City to an 80-hour two (2) week period to enable the City to rotate shifts.

**13.2 Rest Period** - Employee work schedules shall provide for a paid 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift whenever this is feasible.

**13.3 Meal Period** - Employees shall receive a ~~30-minute~~ paid meal period during each work shift as defined in 13.1 Work Period. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

**13.4 Cleanup Time** - When necessary, employees shall be granted a reasonable personal cleanup period prior to the end of the work shift.

**13.5 Preparation for Work** - It shall be the responsibility of each employee to arrive at their workstation completely prepared to begin their duties at the start of the scheduled work period.

**13.6 Work Schedules** - The City will continue to schedule employees on a regular schedule that includes regular workdays and regular days off. Except in an emergency, unusual or unforeseen circumstance, no work schedule will be changed without five (5) days' notice.

This section shall not preclude the employee and the Chief/designee from voluntarily agreeing to a schedule that is inconsistent with the above standards. In such cases, no penalty will be applied.

**The City reserves the right to define work schedules.**

3. Article 14 – Compensation

14.1 Salaries – Effective July 1, 2020, the salary schedule shall be increased by 3%, with 5% movement at each step through Step 6. On this date, a 3% Step 7 will be added to the schedule. Employees that have served at least one year in Step 6 will be entitled to move to Step 7 in accordance with 14.2 Merit Increases.

Effective July 1, 2021, the salary schedule shall be increased by 3% with each step differential remaining the same.

Effective July 1, 2022, the salary schedule shall be increased by 3% with each step differential remaining the same.

(See attached salary tables – Exhibit A)

14.11 Special Assignment Pay - The City will determine what assignment categories are appropriate and who will be assigned. Although the City will consult with employees regarding categories that will receive this pay, the City will make final determinations regarding categories or groups of categories appropriate for the assignment pay. ~~The maximum special assignment pay any one employee can receive is \$100 per month.~~

The following assignments shall receive this pay monthly as specified herein (unless otherwise noted) and defined in Exhibit B.

- Firearms Instructor/Range Master - \$100
- Child/Sexual Assault Investigator (CART/SART representative - \$100
- Bilingual – Spanish - \$50
- Field Training Officer - \$50 all year, \$100 total while engaged with a trainee
- Reserve Coordinator - \$50
- Lead Municipal Code Enforcement Officer - \$50
- Drug Recognition Expert - \$100
- Forensics Electronics Investigator - \$100
- Defensive Tactics/Use of Force Instructor - \$100
- Deputy Medical Examiner - \$100
- EVOC Instructor - \$100
- Taser, Less Lethal-Kinetic Energy Instructor - \$100
- Major Crime Investigator - \$100
- Evidence Technician \*
- Accreditation Manager \*

(\*These assignments currently held by the Police Chief)

This premium shall be included in the regular rate of pay for the purposes of FLSA overtime payments.

14.12 Physical Fitness Incentive – Association proposal of 2/11/20.

14.14 K-9 Officers – current contract.

4. Article 15 – Fringe Benefits – current contract. Pharmacy reimburse rates and application will change effective January 1, 2021.
5. Article 18 – Duration – current contract w/ three-year language change.

**EXHIBIT A  
SALARY SCHEDULE**

<b>July 1, 2020</b>							
<b>3% COLA</b>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Recruit	4,021	4,222					
Basic Police Officer	4,224	4,435	4,657	4,890	5,134	5,391	5,553
Intermediate Police Officer (3.75%)	4,383	4,602	4,832	5,073	5,327	5,593	5,761
Advanced Police Officer (4%)	4,556	4,783	5,023	5,274	5,537	5,814	5,989
Senior Police Officer (2%)					5,651	5,933	6,111
<b>July 1, 2021</b>							
<b>3% COLA</b>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Recruit	4,142	4,349					
Basic Police Officer	4,351	4,568	4,797	5,037	5,288	5,553	5,719
Intermediate Police Officer (3.75%)	4,514	4,740	4,977	5,226	5,487	5,761	5,934
Advanced Police Officer (4%)	4,692	4,927	5,173	5,432	5,704	5,989	6,168
Senior Police Officer (2%)					5,820	6,111	6,294
<b>July 1, 2022</b>							
<b>3% COLA</b>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Recruit	4,266	4,479					
Basic Police Officer	4,481	4,705	4,941	5,188	5,447	5,719	5,891
Intermediate Police Officer (3.75%)	4,650	4,882	5,126	5,382	5,652	5,934	6,112
Advanced Police Officer (4%)	4,833	5,075	5,329	5,595	5,875	6,168	6,353
Senior Police Officer (2%)					5,995	6,294	6,483

## EXHIBIT B

### Special Assignments Position Definitions and Requirements

#### **Firearms Instructor /Range Master**

All Philomath Police Department Firearms Instructors will be certified by the Department. All instructors must attend an Oregon Department of Public Safety, Standards and Training (DPSST) certified instructor's course, a National Rifle Association (NRA) certified instructors course recognized by DPSST, or any other instructor courses approved by the Chief of Police. The instructor must also attend as part of this training a program regarding the use of force and also meet annual qualification standards set forth in PPD Policy.

**Range Master**-Is a certified firearms instructor who has been designated to oversee and administer all training during the specified firearms training session.

#### **Child/ Sexual Assault Investigator (CART/ SART representative)**

An officer responsible for supporting victims and undertaking investigation duties to identify the perpetrators of child abuse and any associated offenses. The officer will work closely with DHS staff, the PPD Patrol Sergeant, and neighboring police agencies to coordinate investigations. The assigned officer is required to attend, and complete specialized training recommended by the Benton County District Attorney's Office. In addition, the officer will be the Philomath Police Department's representative on the Benton County Child Abuse Response Team (CART) and the Sexual Assault Response Team (SART).

#### **Bilingual – Spanish**

An officer conversationally fluent in Spanish, and able to meet legal requirements to interpret Spanish acceptable in court and legal proceedings.

#### **Field Training Officer**

An officer responsible for training newly hired officers, trainees, or reserve officers. Officers assigned as an FTO shall attend DPSST certified FTO school prior to official assignment of a trainee.

#### **Reserve Coordinator**

An officer assigned as the Reserve Coordinator will have the responsibility for Monitoring the overall Reserve Program including conducting reserve meetings, establishing and maintaining a reserve call-out roster, maintaining and ensuring performance evaluations are completed, monitoring individual reserve officer performance, and maintaining liaison with other agency Reserve Coordinators.

#### **Lead Municipal Code Enforcement Officer**

An officer assigned to this function will have the responsibility to follow-up on complex or extensive code enforcement projects. This officer is NOT responsible for standard code complaints; however, the

officer will monitor repeat offenders and work with the Sergeant and Municipal Court Judge to address specific concerns.

### **Drug Recognition Expert**

The Oregon Drug Evaluation Classification (DEC) Program is a nationally recognized program aimed at training officers to identify drug-impaired drivers. Officers trained as Drug Recognition Experts (DREs) are frequently called upon to differentiate between drug influence and medical and/or mental disorders.

An officer assigned as the Drug Recognition Expert shall attend and complete the DPSST Certified DRE School academic training phases and certification phase. (Practical application process). Once the officer is formally certified, he can act as the department's official DRE and respond to call-out requests.

### **Forensics Electronics Investigator**

An officer assigned to this task will be responsible for conducting investigations requiring forensic examination of cell phones and other similar devices (Ipads, tablets, Ipods, etc.) This officer is required to attend specific training in the use of forensic examination hardware and software, maintain proficiency in investigative techniques and trends, and act as the department's expert on related matters.

### **Defensive Tactics/ Use of Force Instructor**

An Officer assigned will be responsible for providing instruction to PPD personnel in Physical Skills/Defensive Tactics. This training is currently required by DPSST for all police officers. The officer is required to have current DPSST approved certification as a law enforcement defensive tactics instructor.

### **Deputy Medical Examiner**

Officer specially training to conduct death investigations, including reporting requirements to the Oregon State Medical Examiner's Office, and MEDx reporting.

### **EVOC Instructor**

An Officer assigned will be responsible for providing instruction to PPD personnel in Emergency Vehicle Operations. This training is currently required by DPSST for all police officers. The officer is required to have current DPSST approved certification as a law enforcement **defensive tactics driving instructor**.

### **Taser, Less Lethal-Kinetic Energy Instructor**

An Officer assigned will be responsible for providing instruction to PPD personnel in Conducted Energy Devices and Less-Lethal force applications. This training is currently required by DPSST for all police officers. The officer is required to have current DPSST approved certification as a law enforcement Conducted Energy Device and Less Lethal Use of Force Instructor.

### **Major Crime Investigator**

An Officer will be a highly experienced in criminal investigations, investigative strategies, crime scene operations, and investigative legal requirements and tactics. The officer will be required to attend specialized training approved by DPSST, such as Advanced Interrogation Techniques, DPSST Detective Academy, National HIDTA **Instruq** Detective Academy or other specialized training identified by PPD supervisory personnel. This officer will also be assigned to the Benton County Major Crime Team.

### **Evidence Technician**

An Officer responsible for maintaining and documenting the evidence under the control of the department. The technician will:

- Assure evidence is checked in properly
- Assure evidence is properly tagged, marked and packaged
- Assure evidence forms are properly completed
- Conduct an annual inventory of all evidence
- Maintain the "Justice" electronic evidence program used to document the storage and disposition of all evidence
- Assure all evidence is properly safeguarded
- Assure all evidence transferred to laboratories, courts, and other law enforcement agencies is properly documented
- Be prepared to testify in court concerning "chain of custody"
- Assure that procedures for the disposition of evidence are followed
- Train department personnel on evidence procedures.

The Evidence Technician will attend OSP approved training on evidence handling procedures.

### **Accreditation Manager**

An Officer responsible for all aspects of the Oregon Accreditation Alliance program as it relates to the Philomath Police Department's accreditation certification. The officer assigned will attend OAA certified training and assist the Chief of Police in preparing for accreditation audits and keep records of all accreditation compliance records. The officer assigned will also maintain a working knowledge of the Lexipol policy and procedure program and attend training as needed.