

AGREEMENT

Between

The Newport Employees' Association &

The City of Newport

Expires June 30, 2018

ARTICLE 1 – RECOGNITION

The City of Newport recognizes the Newport Employees' Association hereafter referred to as the Association, as the sole and exclusive collective bargaining representative regarding wages, hours and other conditions of employment for members of the bargaining unit. The bargaining unit shall consist of all employees of the City of Newport Public Works Department, excluding supervisory, confidential, management, and seasonal employees; casual employees (for example day laborers); temporary employees (personnel employed for less than six months in a calendar year); and part-time employees (personnel scheduled for fewer than 30 hours of work per week).

ARTICLE 2 –EXISTING CONDITIONS

This Agreement is subject to City policy. In the event of a conflict between a provision of this Agreement and a rule or regulation of the City of Newport, the terms of this Agreement shall prevail.

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the City of Newport and the employees covered by this agreement and/or the Association. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understanding, past practices, maintenance of standards, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions unless and until such agreement, understandings, past practices, existing conditions and prior agreements shall be reduced to writing and duly executed by both parties.

The City and the Association each waives the right and agrees that the other shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement unless such subject is specifically identified herein for future bargaining. This waiver and agreement includes any subject which was raised in the course of collective bargaining.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. In order to operate its business, the City of Newport, in its sole discretion, retains all 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, except as specifically limited by the specific terms of this Agreement.

Section 2. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following, subject to the Association's right to demand-to-bargain the mandatory impacts:

- A. To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

- B. To close or liquidate an office, branch, operation, department or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, office branches, operations or facilities for budgetary or other reasons.
- C. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures.
- E. To implement new, and to revise or discard, wholly or in part, old methods, procedures, rules, materials, equipment, facilities and standards.
- F. To assign and distribute work.
- G. To introduce new duties and to eliminate or revise job classifications and duties within the unit.
- H. To determine the need and the qualifications for promotions.
- I. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
- J. To determine the need for additional education courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for reasonable periods to be determined by the City.
- K. To make reasonable accommodations as may be necessary to comply with the requirements of the Americans with Disabilities Act.
- L. The City shall also have the right to contract or subcontract work; provided, however, that in the event the City decides to contract out work which results in a layoff of any current employee, the City agrees to notify and meet with the Association and bargain the mandatory impacts of that decision.

Section 3. Any of the rights, powers, authority and functions the City of Newport had prior to the negotiation of this Agreement are retained by the City and the expressed provisions of this Agreement constitutes the only limitations on the City's right to manage its business. The City by not exercising rights, powers, authority and functions reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

ARTICLE 4 – EQUAL OPPORTUNITY

It is the continuing policy of both the City and the Association to comply with all federal and state equal employment opportunity laws and to not unlawfully discriminate against any employee because of race, color, religion, sex, national origin, age, Association affiliation, political affiliation, mental or physical disability or other protected class status. The foregoing shall not be construed to prohibit discrimination as to factors listed above based upon bona fide occupational requirements.

Employees who feel they have been the victim of discriminatory treatment in violation of this policy should bring their concerns to their department head or City Manager's office for

appropriate action. The employee may be accompanied by a Association representative if they so desire.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1. Strike

During the life of this Agreement, the Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, condone or participate in any strike, work stoppage, slowdown, picketing or any other restriction of City of Newport work.

Section 2. Lockout

There will be no lockout of employees in the bargaining unit by the City as a result of a labor dispute during the term of this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

Section 1.

Association Representatives.

- a. The Association shall notify the City of the selection of the Association Representatives.
- b. Meetings between the Association Representatives and bargaining unit employees shall be conducted at meal times, breaks, before or after shifts except for the following: Representatives will be paid at the appropriate rate of pay for attendance at disciplinary or grievance meetings if their attendance has been requested by the employee or the City. Call back pay will not be paid to employees for time spent in such activities and no overtime costs shall accrue to the Employer as a result of such activities outside the employee's regularly scheduled hours. The City will hold grievance meetings and disciplinary investigations during regular working hours of the employees involved whenever practicable.
- c. The City agrees there shall be no reprisal, coercion, intimidation or discrimination against the Representatives for the conduct of the functions described in this Article.
- d. Subject to the operating requirements of the City, the Representatives for the Association shall be allowed to use accrued vacation leave, accrued compensatory time or leave of absence without pay to attend training sessions central to the collective bargaining relations of the parties.
- e. Unless otherwise provided in this Agreement, the internal business of the Association shall be conducted by the employees during non-duty time.

Section 2. Bulletin Boards.

The City agrees to furnish and maintain suitable bulletin boards to be used by the Association in convenient places in each Public Works work area. The Association shall limit its use of such boards to the posting of official Association notices. All items so posted will bear the signature of an official of the Association.

Section 3. Use of Facilities.

Upon request and approval of the Supervisor, the Association shall be allowed to use a designated section of the facilities of the Public Works Department to meet with its' members when such facilities are available and the meeting would not interfere with the business of the City.

Section 4. Labor/Management Meetings.

There shall be a monthly labor/management meeting between Association representatives and the Public Works Director. The Association is responsible to coordinate and schedule the meetings with the Public Works Director.

ARTICLE 7- FAIR SHARE AND CHECK-OFF

Section 1. Association Membership.

Membership or non-membership in the Association shall be the individual choice of employees covered by this contract. Each employee shall have the right to freely join or decline to join the Association. Each Association member shall have the right to freely retain or discontinue his or her membership. Employees who decline to join the Association or discontinue their membership shall be required to pay the regular monthly dues uniformly required of members of the Association referenced in Section 3 of this Article.

Section 2. Religious Objection.

Any individual employee objection to payment of Association dues or payment of in lieu of dues to a labor organization which is based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require such an employee to inform the City and the Association of his/her objections. The employee shall meet with representatives of the Association to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to regular Association membership dues to a non-religious charity.

Section 3. Deductions.

The City of Newport agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees

involved. The monthly transmittal shall include the employee's name, if they are a fair share employee, the deduction amount for the current month and the year to date amount.

Section 4. Hold Harmless.

The Association agrees that it will indemnify, defend and save harmless the City and all persons acting on behalf of the City from all suits, actions, proceedings, complaints, claims, liability and expense resulting from the implementation of this Article.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Should such a dispute arise, the following procedure only shall be used.

Step 1. After first attempting to resolve the grievance informally, the employee, or Association, shall submit the grievance in writing to the employee's immediate supervisor within ten (10) calendar days of its occurrence or within ten (10) calendar days of the employee's knowledge of its occurrence. The notice shall include (1) a clear and concise statement of the grievance and relevant facts; (2) specific provision(s) of the contract alleged to have been violated; (3) remedy sought. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than ten (10) calendar days after the written grievance was submitted.

A grievance may be filed directly at Step 2 with the concurrence of the immediate supervisor.

Step 2. If the grievance remains unresolved, the employee, or Association, shall within ten (10) calendar days from receipt of the reply of the immediate supervisor, submit the grievance to the Public Works Director. The Public Works Director shall meet with the employee, and Association, and shall respond to the grievance in writing within ten (10) calendar days.

Step 3. If the grievance has not been settled, the Association, shall within ten (10) calendar days from the receipt of the Public Works Director's reply submit the written grievance to the City Manager. The City Manager may meet with the Association, employee, immediate supervisor and the Department Head. The City Manager shall respond in writing to the grievance within ten (10) calendar days.

Section 2. Arbitration.

A. If the grievance remains unresolved, the Association shall, within ten (10) calendar days from the decision of the City Manager, notify the City in writing of its intent to submit the matter to arbitration by a third party jointly agreed upon. If the parties are unable to agree upon an arbitrator, they shall request a list of seven (7) arbitrators from the State Mediation Conciliation Service. The parties shall select an arbitrator by alternately striking names from the list. The order of striking names shall be determined by a coin toss.

B. Decisions

The jurisdiction of the arbitrator shall be limited to the interpretation of the provision of the contract alleged to have been violated and the determination if a violation has occurred. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The arbitrator shall render a written decision within 30 days.

C. Cost

Expenses for the arbitrator shall be borne by the losing party, as designated by the arbitrator. However, each party shall be responsible for the cost of presenting its own case to arbitration, including compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

D. Time Limits

Any and all time limits specified in the grievance procedure may be waived only by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute rejection of the grievance at that step and thereby allow the Association to pursue the matter to the next step within the specified time limit.

Section 3. Grievance Processing

If meetings or hearings called for herein occur during the grievant's scheduled duty time, (s)he shall suffer no loss in pay. However, such meetings and hearings which occur outside the grievant's scheduled duty time shall not be with pay nor count toward accumulation of overtime.

No more than two employees shall be away from their assigned work at any one time to appear as witnesses.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 1. Discipline.

The principles of progressive discipline shall normally be followed. However, the parties recognize that some actions or behavior may be of such severity as to warrant serious disciplinary action, up to and including termination, even for a first offense. Discipline shall include written reprimands, suspensions without pay, demotions and termination. No employee will be disciplined without just cause.

Section 2. Probationary Employees.

The provisions of this Article shall not apply to employees who have not completed an initial probationary period. As a result, a probationary employee may be discharged or otherwise disciplined without further recourse under this Agreement. Notwithstanding the prior provisions of this section, probationary employees have the right to Association representation.

Section 3. Due Process

When the City determines that a suspension without pay, demotion or dismissal may be appropriate, the following due process steps shall be followed:

- a. The employee shall be notified of the charges that are the basis for possible disciplinary action, shall be provided a copy of all reports and materials that serve as a basis for the discipline, and shall be notified of the range of discipline being considered; and
- b. The employee will be given an opportunity to refute the charges or offer any extenuating or mitigating circumstances either in writing or orally in an informal hearing before a decision as to the specific disciplinary action to be taken, if any, is made by the City. At his/her request, the employee will be entitled to be accompanied by a representative of the Association at the informal hearing.

An appeal to a discharge may be filed by the Association within fourteen (14) calendar days of the dismissal. The Association shall submit the dismissal directly to Step 3 of the grievance procedure (City Manager) who shall respond within fourteen (14) calendar days. Upon mutual agreement between the City and the Association, an appeal to a discharge may be submitted directly to arbitration.

Section 4. Representation Rights.

If an employee has reasonable cause to believe that disciplinary action could result from a meeting with a supervisor, the employee shall have the right to have a representative from the Association present at said meeting. The right to have an Association representative present shall not result in an undue delay of the meeting.

Section 5. Confidentiality.

Whenever practicable, disciplinary measures shall be accomplished in a confidential manner.

ARTICLE 10 – SALARY ADMINISTRATION

Section 1. Length of Service Salary Increases:

Employees shall be eligible for merit salary increases following:

- A. Completion of initial six (6) months of service
- B. Completion of six (6) months of service following promotion

C. Annual periods after A or B above until the employee has reached the top of the salary range

Length of Service salary increases shall be granted based on satisfactory performance. If a length of service salary increase is going to be withheld, the supervisor shall give written notice of the withholding prior to the eligibility date including a statement as to why the increase is being withheld.

Section 2. Salary on Promotion

Upon promotion, an employee shall be paid at least at the minimum of the salary for the new classification and shall receive a minimum of a 5% increase.

Section 3. Salary on Demotion

Whenever an employee is demoted as a result of disciplinary action, the employee's salary shall be maintained at the same level (percentage into the range) in the lower range.

Whenever an employee is demoted by the City to a lower job classification for other than discipline, the employee's salary shall be maintained at his/her current rate. If the employee's current rate of pay is below the maximum rate of pay for the new classification, the employee shall continue to receive market adjustments and to be eligible for merit increases. If the employee's current rate of pay is above the maximum rate of pay for the new classification, the employee shall receive one-half (1/2) of future market adjustments and will not be eligible for merit increases until his/her rate of pay is below the maximum for the range.

Section 4. Salary On Return from Layoff

When an employee who has been laid off is recalled from that layoff, he/she shall be paid at the same level of pay (percentage into the range) as he/she was at the time of layoff.

Section 5. Lateral Transfer

An employee's salary shall remain the same as the result of a lateral transfer.

Section 6. Personal Action Form (PAF)

Employees shall be provided a copy of each PAF completed for them by the City.

ARTICLE 11 - PERFORMANCE APPRAISAL

Employees shall receive a performance appraisal near the end of their probationary period, and at least annually thereafter. Performance appraisals must be completed no later than their anniversary date. If this is not done, the employee shall not forfeit any applicable merit increase. The employee shall be rated by his/her immediate supervisor. The rater shall discuss the performance appraisal with the employee.

To receive a *does not meet expectations* annual performance appraisal rating, there must be written documentation that the employee knew of a performance deficiency.

The employee shall sign the final performance appraisal. The employee's signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at this time.

All written comments provided by the employee shall be attached to the performance appraisal.

At the request of the employee, the performance appraisal may be reviewed first at the Department Head level and then at the City Manager level, but cannot be appealed through the grievance procedure.

ARTICLE 12 - ESTABLISHING A NEW CLASSIFICATION

Prior to implementation of a new classification within the bargaining unit, the Association will be provided reasonable opportunity for review and input. The parties shall negotiate the salary range for new classifications. Pending conclusion of negotiations, the City may implement its proposed salary rate.

In the event the City and the Association disagree as to whether a new classification is properly included in the bargaining unit, the Employment Relations Board will be petitioned for interpretation.

ARTICLE 13 – WAGES

Section 1.

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

Effective and retroactive to July 1, 2015 a market adjustment of two percent (2%) shall be added to all classifications.

Effective at ratification, the Association and City shall form a salary review committee. That committee will work with the City's analyst to compare job classifications for comparable jurisdictions. Through this process the parties shall also review bargaining unit job descriptions and job titles for potential modification. By April 1, 2016 the analysis shall be complete. The parties agree to re-open the contract on April 1, 2016 for bargaining wages for July 1, 2016 and July 1, 2017 in consideration of the salary review.

ARTICLE 14 – INSURANCE

Section 1 – Medical, Dental and Vision Coverage

For the term of this agreement, the City agrees to provide medical, dental and vision insurance coverage for eligible employees, their spouses/domestic partners (same sex domestic partners only) and their dependents. Insurance coverage is effective on the first of the month following

30 days of employment as a benefit-eligible employee. The City shall have no obligation to bargain the impact of any change in insurance coverage provided by the insurance carrier solely in its discretion.

The City will provide the CIS High Deductible Health Care Plan (HDHP/HSA) with a HSA. The City will contribute 90% of the premium cost for the plan. Effective January 1, 2016, the City will make the following annual contributions on behalf of each employee into the Health Savings Account:

- i) \$1,400 per year for a single coverage; and
- ii) \$2,700 per year for family coverage.

For employees hired after January 1st of each year, the City shall make a prorated contribution for each employee into the Health Savings Account.

For employees and family members not eligible for HSA due to possible coverage under Medicare, Tricare, VA or Indian Health Services, the City will contribute to a Voluntary Employee Benefits Association Account (VEBA) plan. Effective January 1, 2016, the City will make the following annual contributions on behalf of such employees into a VEBA account:

- i) \$1,400 per year for single coverage; AND
- ii) \$2,700 per year for family coverage.

For employees hired after January 1st of each year, the City shall make a prorated contribution for each employee into the Voluntary Employee Benefit Association account.

Section 2. Life and Accidental Death Benefits

The City will continue to provide \$10,000 of life and AD&D insurance at no cost to the eligible employees. The City also provides \$2000 of life insurance for the employee's spouse and graded amounts of life insurance up to \$2000 for children, depending on age.

Section 3. Long Term Disability Insurance

The City will continue to provide current long-term disability insurance at no cost to the eligible employees.

ARTICLE 15 - RETIREMENT

Employees in the bargaining unit who meet the participation requirements will continue to be covered by the City of Newport Employee's Retirement Plan, which includes a six (6) percent employer contribution to the money purchase plan as outlined in the plan document.

Employees hired after October 15, 2012 shall be placed in the defined contribution plan only. The City's contribution shall be six percent (6%) of the employee's normal rate of pay plus the City will match the employee's contribution, if any, up to another three percent (3%).

The City shall meet with employees once a year to update them on the retirement fund.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION

In the event an employee is assigned to perform the job of an employee in a higher paying classification for a period of five (5) consecutive working days or more, that employee will be eligible to receive either a five percent (5%) increase on the employee's base wage rate or the minimum rate of pay for that higher classification, whichever is greater.

In order to receive working out of classification pay, the assignment to such a higher paying job must be in writing specifying the duration of the assignment and approved by the Public Works Director or designee. Nothing in this article shall prevent approval being granted retroactively.

Working out of classification pay will be computed and applied on an hourly basis.

ARTICLE 17 – ON-CALL AND CALL-BACK and SHIFT DIFFERENTIAL

Section 1. – On Call

Employees covered by this contract who are scheduled as the designated weekend on-call employee shall be paid a total of \$200.00 for this period of on-call time. The designated weekend on-call employee will remain on the top of the 9-1-1 call-back list until the following weekend. While on on-call status, the employee is required to be reachable by phone or pager and must be fit and available for work. When an employee is on the top of the 9-1-1 call-back list, he/she is not required to be reachable by phone or pager and is not required to be fit and available for work, but will normally be the first employee that dispatch attempts to locate for call-back or other purposes.

Employees covered by this contract who are designated as on-call for a holiday shall be paid a total of \$100.00.

If the City designates and/or assigns other bargaining unit employees weekend on-call status, they shall receive the same compensation.

If an on-call employee is called back to work, he/she shall be compensated in accordance with section 2 of this article in addition to the on-call amount.

Employees, who are scheduled as the designated weekend on-call employee and live within a reasonable distance to be determined by the City, may take a City vehicle home for on-call purposes. A cell phone will also be available in the vehicle of the designated on-call employee for the purpose of making work-related phone calls. No personal use of the cell phone will be allowed.

The discussion of employee performance while on-call shall only occur between the employee's immediate Supervisor and the employee.

All bargaining unit employees in Streets and Water Distribution, including Meter Readers, shall be on a mandatory on-call list when the City determines that he/she meets the necessary qualifications. Other employees who are determined to meet the necessary qualifications may volunteer to be placed on the list.

Section 2 – Call-Back

When an employee is called back to work outside of his/her normal work hours, such employee shall accrue a call-back minimum of two (2) hours overtime. Employees called back to work less than two (2) hours prior to the start of their regular starting time shall be paid only for actual hours worked and may continue to work through the employee's regular shift.

Exceptions to this section will include pre-scheduled overtime and regularly scheduled weekend work.

Section 3 - Shift Differential

Shift differential shall apply to all employees in the bargaining unit except those who are on On-Call status. An employee shall receive a shift differential of 2.5% of the employee's base hourly pay for each hour worked between the hours of 6:00pm and 6:00am. Weekend pay will be standard pay with shift differential applying between 6:00pm and 6:00am. Shift differential will apply when the employee is on straight time; when the employee is receiving overtime (time and ½ or double time and ½) shift differential shall not apply.

ARTICLE 18 – PAY DAY

The City will utilize its best efforts to issue payroll checks on the first of each month. If any pay day falls on a Saturday, Sunday or a holiday, employees shall be paid on the last working day preceding the normal pay day.

ARTICLE 19 - PROBATIONARY PERIOD

Section 1. Probationary Status for New Employees

A. All newly-hired employees shall serve for a probationary period of six (6) calendar months. In the event an employee does not obtain the certificates required in the class specification for his/her position within the designated time period, the City may discharge the employee. The discharge shall not be appealable under this contract.

B. During the period of probation, employees may be discharged or otherwise disciplined at the discretion of the City. Probationary employee dismissals are not subject to the grievance procedure in this Agreement nor are they subject to the terms and conditions of this Agreement.

Section 2. Promotional Probation.

A. Every promoted employee shall serve a probationary period of six (6) calendar months. The employee shall be returned to their formerly-held position, if, in the Employer's judgment it is determined that the employee is not satisfactorily performing the duties in the promoted position. Should the Employer return such a promotional probationary employee to the formerly-held position, such action will be without recourse to the grievance procedure.

B. Promotional probationary employees who return or are returned to their former position will be paid at their former rate of pay with no loss of seniority. Time spent in promotional position will count for eligibility for wage adjustment.

ARTICLE 20 - PERSONNEL FILES

The City will maintain only one (1) official personnel file which shall be kept in the City Manager's office. Employees may review the contents of his/her personnel file, excluding confidential reports received from reference sources, during normal working hours. No grievance documents will be kept in an employee's personnel file except for documents confirming resolution of the grievance.

Disciplinary notices and other documents critical of an employee's performance or conduct will not be placed in that employee's personnel file until after the employee has had an opportunity to review and sign such document. If an employee believes the information contained in a document to be placed in the employee's personnel file is incorrect, the employee may submit a written, dated explanation in response.

Written reprimands shall be removed upon request of the employee at the end of eighteen (18) months, provided there is no subsequent disciplinary action during the intervening period of time.

ARTICLE 21 – FILLING OF VACANCIES

Open positions in the bargaining unit shall be posted at all Public Works work areas for a minimum of fourteen (14) calendar days. This posting may be concurrent with outside advertising for the position. Employees meeting the qualifications for the position are encouraged to apply.

If the City considers applicants who do not meet the minimum qualifications for the posted position, the position will be reposted in the Public Works work areas.

The City shall notify the Association of all new hires within the bargaining unit within the first month of hire.

ARTICLE 22 – WORK WEEK AND WORK SCHEDULING

Section 1.

The work week shall begin on Saturday at 12:01 a.m. and end on Friday at midnight unless a different work week is established for an individual employee or group of employees. If a separate work week is established, a memo will be provided to the employee and a copy will be placed in the employee's personnel file. A normal work schedule for a full-time employee shall consist of five (5) eight (8) hour work days, except that the City may at its discretion elect to go with four (4) ten (10) hour work days or other alternative work schedule for an individual employee or group of employees with fourteen (14) calendar days' notice to the employee(s) and the Association. Employees shall have regular starting and quitting times except for emergency situations or as pre-arranged with the immediate supervisor.

For divisions requiring employees to regularly work on weekends (Saturday and Sunday), an employee may request to be scheduled to work the weekend hours in lieu of a rotation. The City will consider the request form in terms of operational needs. In the event the employee no longer wants to be scheduled for the weekend hours, the employee separates employment, or there is an adverse operational impact, the rotation of weekend hours will be re-instated. It is also understood that there may be some weekend rotation to handle vacation, sick leave, and other time off.

Section 2.

To the extent consistent with operating requirements of the department, meal breaks shall be scheduled in the middle of the work shift. Full-time employees shall receive a minimum of thirty (30) minutes unpaid time for meal break. This time will be unpaid, unless an authorized management representative requires the employee to remain at the work site during the meal break in which case, this time will be considered work time.

Section 3.

Full-time employees shall receive two (2) fifteen (15) minutes breaks during each scheduled shift. The breaks shall be provided as near the mid-point of each one-half (1/2) shift as possible, subject to operational requirements.

ARTICLE 23 – OVERTIME

Section 1. Definition

Employees shall be eligible for overtime for hours worked in excess of forty (40) hours in a work week or eight (8) hours (employees working a 5 – 8 schedule) or ten (10) hours (employees working a 4 – 10 schedule) in a work day.

Overtime will be compensated at the rate of one and one-half (1½) the employee's regular rate of pay or compensatory time off at one and one-half (1½) hours for each hour of overtime worked. The employee's option, if exercised, to receive overtime pay is subject to budget limitations. If funds budgeted for overtime payment are exhausted, compensatory time will be granted.

Each employee shall be permitted to accumulate and carry over from month to month up to a maximum of sixty (60) hours of compensatory time unless otherwise approved by the Public Works Director or designee.

There shall be no pyramiding of hours for overtime pay.

Eight (8) hours for holiday pay shall be considered hours worked for the purpose of computing overtime.

Overtime shall be kept at a minimum and must be authorized by the employee's immediate supervisor or designee. Employees working unauthorized overtime are subject to disciplinary action.

Overtime shall be computed to the nearest 15 minutes.

The City shall make a reasonable effort to give employees timely notice on available overtime.

ARTICLE 24 - VACATION

Section 1.

Regular full-time employees shall accrue vacation time in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual	Days/Year
0 to 5 years	8.0 hours	12 days
5 to 10 years	10.0 hours	15 days
10 to 15 years	12.0 hours	18 days
15-through 20	15.34 hours	23 days
20 and over	16.67 hours	25 days

All regular part-time employees covered by this Agreement shall be eligible to receive vacation leave on a pro rata basis based on the number of hours regularly scheduled to work per week.

Section 2.

New employees will accrue vacation, but are not able to use it until after successfully completing the first six months of employment. If an employee terminates during the first six (6) months of employment, no vacation benefits will be paid.

Vacation accrual amounts in the first and last months of employment will be prorated based on the number of hours worked and will be rounded to the nearest two (2) hours.

Section 3.

Vacation leave shall not accrue during any month in which the employee is on an unpaid leave of absence for more than one half (1/2) of his/her assigned work hours for the month.

Section 4.

For the purpose of accumulating vacation leave, continuous service shall be service unbroken by separation from the City. Time spent by an employee on paid military leave, sick leave, leave resulting from an injury incurred in the course of employment, layoff and other authorized leave shall be included as continuous service. Other breaks in service shall result in a loss of continuous service for the purpose of vacation accrual.

Section 5.

The maximum vacation leave that may be accrued by an employee is 240 hours, as of December 31st each year. An employee is responsible for requesting and using appropriate vacation leave to maintain their accrual within the cap. If, however, the failure to take vacation leave is caused by the City requiring the employee to be at work during an approved and scheduled vacation period during the last month of the calendar year, the employee shall not lose vacation accrual. Following this, a vacation leave should be scheduled as soon as the departmental work schedule shall permit.

Section 6.

Vacations must be scheduled in advance with the approval of the employee's supervisor. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority who has made their request for one vacation period by January 31st (for the following 12 month period) shall be given their choice of vacation period. Vacation requests submitted on or after February 1st shall be on a first-come first-served basis. Vacation schedules may be amended to allow the department to meet operational requirements. Vacation is to be taken in minimum of one (1) hour increments.

Section 7.

Upon termination of employment with the City, the employee shall be paid a lump sum for all accrued vacation leave that the employee has earned in accordance with these rules prior to the termination, except that no payment shall be made for termination made during an employee's probationary period. In case of death, compensation for accrued vacation leave shall be paid in the same manner as salary due the decedent.

ARTICLE 25 – HOLIDAYS

Section 1.

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

New Year's Day	(January 1 st)
Martin Luther King	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4 th)
Labor Day	(first Monday in September)
Veteran's Day	(November 11 th)
Thanksgiving Day	(fourth Thursday in November)
Day After Thanksgiving	(Friday following Thanksgiving)
Christmas Eve	(Normally a ½ day See Below.)
Christmas Day	(December 25 th)
Personal Holiday	(day off during year at employee's Discretion)

The day before the Christmas Day holiday shall be a half day holiday, with employees required to work only the first half of the day. On days when December 24 falls on a Monday, the day shall be a full day holiday. For purposes of this section a half day shall mean four (4) hours. The half day holiday shall be at the end of the work day.

Whenever a holiday specified in this section fall on a Saturday, the preceding Friday shall be recognized as the holiday. Whenever a holiday specified in this section falls on a Sunday, the following Monday shall be recognized as the holiday.

Part-time employees covered by this Agreement will be paid for a recognized holiday on a pro rata basis based on the number of hours regularly scheduled to work per week.

An employee who works on a recognized holiday (not to be moved because of the recognized holiday falling on either a Saturday or Sunday) will be compensated at one and one-half (1.5) time his/her regular rate of pay for actual hours worked.

Employees whose regularly scheduled day off falls on a holiday will be compensated with a day off mutually agreed upon between the employee and the immediate supervisor or receive an additional eight (8) hours at their regular rate of pay.

An employee may take a personal holiday of his/her choosing with prior approval of the immediate supervisor. The personal holiday is credited on July 1st of each year to current employees. An employee must use the personal holiday within that fiscal year or lose any unused personal holiday time.

ARTICLE 26 – SICK LEAVE

Section 1. Accrual

Regular full-time employees shall accrue eight (8) hours of sick leave for each full month of work and the maximum accrual is 910 hours. Regular part-time employees covered by this Agreement shall accrue sick leave on a pro-rata basis based on the number of hours regularly scheduled to work per week.

Sick leave shall not accrue during any month in which the employee is on an unpaid leave of absence for more than one-half (1/2) of his/her assigned work hours for the month.

Employees shall be eligible to utilize sick leave immediately upon accrual. Accrual occurs at the end of each calendar month.

Section 2. Utilization

Employees may utilize their accumulated sick leave for the following purposes:

- On- or off-the-job illness or injury which renders the employee unable to perform their work duties. In the event of an on-the-job illness or injury, an employee may utilize sick leave for the three day waiting period before worker's compensation benefits begin, if applicable. After any waiting period, an employee may utilize sick leave to augment workers' compensation benefits up to his/her normal gross salary.
- Medical or dental appointments which cannot reasonably be scheduled during non-working time.
- Quarantine of an employee by a physician.
- Illness or temporary disability in the immediate family requiring the employee to be away from home to care for an immediate family member, or to care for an immediate family member at home. Immediate family member shall include an employee's spouse, domestic partner, parent, grandparent, children, stepchildren, brother, sister, mother-in-law or father-in-law and any ancestor or descendant as well as any other relative living in the employees household. A request of this nature requires the approval of the immediate supervisor.

- With approval of the immediate supervisor, an employee may utilize sick leave to leave work one (1) hour before his/her normal ending time to donate blood to the American Red Cross.

Section 3. Notification

Employees are required to notify their immediate supervisor of intent to use sick leave as soon as possible, but in no event later than their starting time. The immediate supervisor may require certification from a physician to substantiate that an illness or injury prevents the employee from working. If the employee does not provide appropriate notification or certification, as required, sick leave with pay will not be provided and the employee may be subject to disciplinary action.

For sick leave requests which are predictable, the employee should give his/her immediate supervisor sufficient notice to plan for staffing during the employee's absence.

In order to maintain employment status while on sick leave in excess of fourteen (14) days, an employee must maintain a current physician's statement on file with the City and must call in to his/her immediate supervisor at a minimum of every fourteen (14) calendar days. The employee must notify his/her immediate supervisor as soon as the attending physician releases the employee to return to work and a signed work release must be provided to the immediate supervisor on or before the start of the first day back to work.

Sick leave is intended to protect an employee against undue financial loss in the event of a serious illness or injury. Any misuse or abuse of sick leave will be grounds for disciplinary action.

Section 4. Termination

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

Section 5. Leave Donation:

Leave donation shall be permitted consistent with the City's Personnel Policy.

Donated leave:

- 1) Employees will be allowed to donate accrued vacation or compensatory time to other employees under certain circumstances. Donations may not be withdrawn once made but will be returned to the donor if not used. All time donated will be converted to sick time for the receiving employee. Donated hours may be used by an employee who is ill for a protracted period of time or by an employee who would otherwise be entitled to unpaid family medical leave under federal or state law.

- 2) The City shall determine the order in which donated leave will be transferred to the recipient employee. Donations not used will not be debited against the donor's accrued leave.
- 3) Donated hours shall not be processed in an amount greater than needed to cover more than a single pay period at a time.
- 4) To avoid any impact on the city's financial resources, the amount of leave credited shall be adjusted based on the relative salary of the donor and recipient employees. The adjustment shall be calculated as follows:
 - i) Multiply the donor's hourly rate times the number of hours donated.
 - ii) Divide the product by the recipient's hourly rate to arrive at the number of hours of donated leave available for use by the recipient.
- 5) For all purposes, donated time shall be considered sick time.
- 6) The City will not release any medical information regarding the recipient employee or his/her family members unless authorized to do so, in writing, by the recipient employee.
- 7) The City retains the right to change, modify or discontinue this program at any time.

ARTICLE 27 – LEAVES OF ABSENCE

Section 1. Compassionate Leave

In the event of a death in an employee's immediate family, the employee may be granted a leave of absence with pay not to exceed three (3) working days. If the death in the employee's immediate family should require out-of-state travel, the leave may be extended to five (5) working days. Immediate family shall have the same definition as in Article 26 – Section 2.

Section 2. Jury Duty and Witness Leave

In the event an employee is duly summoned to any court for the purpose of performing jury service, or is required by the City to testify in any court or administrative proceeding, the employee shall be compensated for any regularly scheduled working hours spent in the performance of such service. The amount of the compensation shall be the straight time wages lost by the employee as a result of jury duty, less compensation received for such jury duty, exclusive of mileage reimbursement. The City may verify the amount received in jury pay as a condition to payment.

If jury duty ends before the employee's scheduled shift is over, the employee shall return to the work site and commence performing his/her regular duties.

Section 3. Military Leave

Employees will be granted military leave in accordance with applicable Oregon and federal law. Insurance benefits shall be maintained by the City until full insurance benefits are in effect through the federal /state government.

Section 4. Search and Rescue Operations

A regular employee may be granted a leave of absence with pay for search and rescue operations for a period of not more than five (5) working days for each occurrence without forfeiture of wages or benefits. Operations lasting longer than five (5) days, the City will allow the employee to take part for as long as the City considers proper.

Section 4. Parental/Family Leave

Employees will be provided with parental/family leave in accordance with applicable Oregon and federal law.

Section 5. Personal Leave Without Pay

A regular employee may be granted a leave of absence without pay for personal reasons at the discretion of the department head. Generally, unpaid leaves of absence may not exceed ninety (90) days. The department head may, however, authorize extensions beyond a ninety (90) day period. All personal leaves of absences must be requested in writing, including the reason for the leave and a date certain for the employee to return to work. Employees who fail to return to work upon expiration of an authorized leave will be considered to have terminated their employment with the City.

ARTICLE 28 – SENIORITY/LAYOFF

Section 1. Definition

“Seniority” as used in this agreement, is defined as an employee’s length of continuous service for the City. To qualify for seniority, an employee must complete his/her probationary period. Upon completion of probation an employee’s seniority shall date back to the last date of hire. An employee shall lose all seniority in the event of termination of employment with the City. Time spent on leave without pay exceeding fifteen (15) calendar days shall not be counted toward an employee’s continuous service.

Section 2. Layoff

Subject to the qualifications for the classification, no regular employee shall be laid off prior to a temporary or probationary employee in the same classification. Employees shall be laid off based on inverse order of bargaining unit seniority. If a regular bargaining unit employee is laid off, the employee shall be given written notice of a layoff at least 30 days in advance of the effective date. He/she may choose to displace a less senior employee in any bargaining unit classification that they meet minimum qualifications

Section 3. Recall

Employees shall be recalled in reverse order of layoff, subject to the same conditions outlined in Section 2. An employee who is laid off will remain on the laid off list and be eligible for recall for a period of twelve (12) months. No new employees shall be hired into bargaining unit job classifications from which employees have been laid off until the recall list is exhausted; provided, however, the City may fill a vacant position if no person on the recall list meets the minimum experience and training required for that job classification.

The City shall notify laid off employees of a position opening by registered letter, return receipt requested at his/her address of record. Laid off employees shall have seven (7) calendar days from receipt of such notification in which to indicate their acceptance or rejection of the position and an additional seven (7) calendar days there from to begin active employment. Employees not responding within the seven (7) day limit or employees who decline the recall request shall forfeit all rights to employment. Laid off employees who are recalled within the twelve (12) month period will have previous sick leave accrual and seniority reinstated.

ARTICLE 29 – INCLEMENT CONDITIONS

Due to the nature of the public works operations, it is expected that employees will report to work in inclement weather conditions. If, however, an employee is unable to report to work or is late due to weather or other weather-related conditions, in lieu of unpaid leave, the supervisor shall allow the use of accrued leave (including compensatory time) except sick leave to cover the absence or may allow the employee to adjust their work day to avoid the use of accrued leave.

ARTICLE 30 – PROTECTIVE CLOTHING

The City agrees to continue to provide special articles of clothing on an as needed basis such as rain gear, safety vests, steel-toed shoes, hip or knee boots, overalls and all safety equipment/articles required by regulation. Employees shall be reimbursed up to two hundred and fifty dollars (\$250.00) annually for boots. All such clothing shall remain property of the City. The employees are required to take proper care of all clothing provided. The City will replace or repair such clothing as deemed appropriate.

Laundering facilities will continue to be provided at the Wastewater Treatment Plant and employees will be allowed work time to launder clothes as necessary. Employees will maintain an extra set of work clothes in their locker if clothes are laundered on work time.

ARTICLE 31 – TRAINING AND EDUCATION

The City will pay for training, fees and materials for employer required certifications and/or for advancement to career levels within the employee's classification (a classification would be Utility Worker-Water Distribution, while career levels would be I, II, III, etc within the classification).

The City may pay for other classes and seminars that in its sole determination benefit the City.

ARTICLE 32 - SAFETY

Federal and state safety regulations shall be strictly observed by the City and all employees. Employees should use all protective equipment required, shall perform their work in a safe manner and shall comply with all safety rules of the City.

In the event of an employee safety issue/concern, the employee should take the issue/concern to their immediate supervisor and/or department head for resolution and/or complete a Safety Suggestion/Concern Form and provide it to a member of the City's Safety Committee.

The Public Works department will offer all employees hepatitis B and tetanus immunizations. If an employee has a reasonable belief that they have been exposed to a communicable disease during the course and scope of their employment, they should report the incident to their immediate supervisor who will make arrangements for testing, if appropriate.

The City reserves its right to require an employee to undergo a physical examination or independent medical evaluation at any time as it determines necessary, where, due to performance considerations, the City has a reasonable concern regarding the employee's ability to safely, efficiently and effectively carry out their job functions.

ARTICLE 33 – CONTRACT NEGOTIATIONS

The Association negotiation team will be composed of up to three (3) bargaining unit employees who shall be on paid time while involved in the bargaining process. The authorized Association bargaining representatives will suffer no loss in compensation for bargaining sessions scheduled by mutual agreement during regularly scheduled work hours. The City incurs no overtime obligation if the meetings run past the scheduled workday.

The date, time and place for negotiation sessions shall be established by mutual agreement between the parties.

ARTICLE 34 – TRAVEL EXPENSES

Section 1. Meals/Lodging

Section 1.

When an employee is authorized to utilize his/her vehicle in the performance of his/her official City duties, he/she shall be compensated at the IRS-approved rate.

Section 2.

When an employee's duties require an employee to travel outside the City, the City agrees to reimburse him/her the reasonable costs of meals and lodging not to exceed:

Breakfast \$7.00 Dinner \$18.00

Lunch \$8.00 Motel or Hotel - reasonable cost

Payment will be made upon presentation of approved receipts to the City Recorder. The

City shall, if feasible, provide for payment in advance. If necessary, subsequent adjustments will be made by the parties.

- 1) The Association members are permitted to combine the meal reimbursement amounts, for a total of \$45 per day to be spent on meals.
- 2) However, if a meal is provided as part of the training or event being attended, then the amount provided for in the bargaining agreement for that meal will be deducted from the total amount available to be allocated toward meals for that day.
- 3) Receipts are required to document purchases/expenditures, however, in isolated incidences the Public Works Director may allow the use of a signed statement, which listed the date, location, purpose and amount of the purchase/expenditure in lieu of a receipt.
- 4) Employees will be reimbursed only for expenses covered by a receipt or approved signed statement. Should any advancement amount be in excess of expenses covered by a receipt or approved signed statement, it will be returned to the City.

Section 2. Use of City Vehicles

It is the policy that a City-owned vehicle should be used any time an authorized employee travels on official business for the City. Should a City-owned vehicle not be available, the employee must receive prior authorization from his/her supervisor to use a privately-owned vehicle.

When an employee has been given prior authorization to use a privately-owned vehicle because a City-owned vehicle is unavailable, the City will provide reimbursement for all costs of operation of such vehicle, including insurance, at the IRS Standard Mileage Rate.

City vehicles are to be used for City business, and not for personal use.

Section 3. Expenses

The City shall reimburse up to twenty-five dollars (\$25) per month for employees using their personal cell phone for City business. If a smart phone is required by the City, reimbursement up to fifty dollars (\$50) per month will be provided.

ARTICLE 35 – TERM OF AGREEMENT

This agreement shall become effective upon execution by the parties, and shall remain in full force and effect through June 30, 2018. The Association must notify the Employer by February 1, 2018 of its intent to bargain a successor agreement. .

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that they are not required to bargain collectively during the life of this Agreement except as required by law.

FOR THE CITY OF NEWPORT

Spencer Nebel, City Manager

Date

FOR THE ASSOCIATION

Mike Eastman Date

Justin Scharbrough Date

Andrew Spulnik Date

APPENDIX A

Public Works Salary Ranges

CITY OF NEWPORT - STEPS FOR Newport Employees Association
Effective July 1, 2015 through June 30, 2016

Monthly Public Works Salary Ranges

Steps

Range	1	2	3	4	5	6	7	8	9
4	\$2,603.80	\$2,695.45	\$2,789.31	\$2,886.49	\$2,988.08	\$ 3,092.98	\$ 3,201.20	\$3,312.72	\$3,428.66
5	\$2,734.09	\$2,830.17	\$2,928.45	\$3,031.14	\$3,137.14	\$3,247.57	\$3,361.31	\$3,478.36	\$3,599.83
6	\$2,871.04	\$2,971.51	\$3,075.32	\$3,182.43	\$3,293.95	\$3,409.90	\$3,529.16	\$3,652.83	\$3,779.82
7	\$3,014.58	\$3,119.49	\$3,228.81	\$3,341.44	\$3,458.48	\$3,579.96	\$3,704.73	\$3,835.03	\$3,968.65
8	\$3,164.77	\$3,275.19	\$3,390.03	\$3,509.29	\$3,631.86	\$3,758.86	\$3,890.26	\$4,027.18	\$4,167.42
9	\$3,322.67	\$3,439.71	\$3,560.08	\$3,684.87	\$3,812.95	\$3,946.56	\$4,084.59	\$4,228.14	\$4,376.11
10	\$3,489.41	\$3,611.97	\$3,737.86	\$3,868.16	\$4,003.98	\$4,144.22	\$4,288.87	\$4,439.06	\$4,594.76
11	\$3,663.88	\$3,791.98	\$3,924.48	\$4,062.51	\$4,203.85	\$4,351.82	\$4,504.21	\$4,661.01	\$4,824.43

NEA POSITION BY RANGE

Range	Position
4	Meter Reader
7	Utility Worker I; Engineering Tech
8	Utility Worker II; Plant Operator I
9	Plant Operator II
10	Sr. Utility Worker
11	Sr. Plant Operator