

## ARTICLE 5 - UNION SECURITY

~~5.1. Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. Employees who, thirty days after the employee's date of hire is not a member of the Union and chooses to remain a non-member of the Union shall make payments in lieu of dues to the Union. Such payments shall be in an amount determined by the Union in accordance with constitutional and statutory requirements.~~

**5.2. The City agrees to notify the Union of all new hires in the bargaining unit within ten (10) calendar days from date of hire, furnishing the Union with the new employee's name, email address, personal mailing address, mobile and home telephone numbers and position for which they were hired. The City will allow a Union representative to meet with new employees for up to thirty (30) minutes within 30 days of hire.**

5.3. The City agrees to deduct from the paycheck of each employee's Union dues. ~~or "fair share."~~ The City shall not be held liable for checkoff errors but shall make proper adjustments with the employee and the Union for errors as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold harmless the City from any action arising under this article. The amount deducted shall be transmitted monthly to the Union. Transmittal to include employees name, social security number, mailing address and amount deducted.

~~5.4. An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payments of dues to it, shall pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed upon by the Employee affected and the Union. The Employee shall furnish written proof to the employer that payment has been made.~~

5.5. The City agrees to furnish a bulletin board at each regular work location in a convenient place to be used and maintained by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall periodically clear the board of outdated material and shall restrict posting to matters of Union business, which are of a non-political non-inflammatory nature.

**5.6. Employees seeking to withdraw their authorization are subject to the terms and conditions of their Union membership.**

~~5.7. The City shall notify the Union of all new hires within the bargaining unit within two (2) weeks of their having been employed, furnishing the Union with the new Employee's name, social security number, mailing address, and position for which they were hired.~~

~~5.6 Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining Agreement. Maintenance of membership shall be a condition of employment. This section shall not apply during the 30-day period prior to expiration of this Agreement for those Employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.~~

ARTICLE 9 - HOLIDAYS

9.1. All Employees, with the exception of Police Officers, shall be entitled to the Holidays listed below with pay. Full-time Employees shall receive regular compensation; part-time Employees shall be compensated in proportion to the number of hours they are normally scheduled to work.

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<b><u>Juneteenth</u></b>	<b><u>June 19th</u></b>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

9.2. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the previous Friday. On holidays, the City will staff Public Works with a minimum number of staff for safety and health. Non-Police Department Employees who are required to work on a Holiday shall receive time and one-half (1 1/2) for all hours worked plus their regular pay. ~~When a holiday falls on a Friday City Hall Employees on four (4) consecutive ten (10) hour days with three (3) consecutive days off shall observe the holiday on the previous Thursday and shall take the Wednesday off before Thanksgiving instead of the Friday after.~~

For Police Officers, they shall accrue ten (10) holiday hours on the first day of each month with no 'set' holidays for the year. The Police Officer is expected to use the ten hours in the month it is accrued, based on mutual agreement of the day off between the Employee and the Chief of Police. Every effort shall be made by the Police Officer and the Chief of Police to reach an agreement. In the absence of an agreement, the holiday may be assigned to the Police Officer by the Chief of Police or the Chief of Police may authorize accrual. Police Officers will not be allowed to build an accrual of more than twenty (20) hours without written approval by the Chief of Police. The holiday time used by the Police Officer shall be compensated at that Employee's regular rate of pay.

9.3. Employees must be in a paid employment status on both the work day preceding and the work day following the holiday in order to be compensated for the holiday.

- 9.4. Holidays which occur during an Employee's vacation or sick leave shall not be charged against such leave. Holidays occurring during leave without pay shall not be compensated.
- 9.5. Each Employee shall be credited two (2) and three (3) for Public Works Floating Holidays on January 1st of each year. All unused Floating Holiday time expires on December 31st of each year. Employees hired during the calendar year shall have their Floating Holidays prorated to the nearest hour. Employees may take their Floating Holidays with prior approval of their Supervisor. Police Officers will be paid only the amount of holiday accrued that does not exceed any written approval by the Chief of Police. **For those not working a five(5) consecutive eight(8) hour day schedule, an extra Floating day shall be credited for any holiday landing on an employees scheduled day off.**

Upon termination, an Employee will be paid for any unused Floating Holiday for that calendar year. Employees who are terminated during their initial probationary period shall not be entitled to payment for any unused Floating Holiday time.

Employees may use Floating Holiday time in increments of four (4) hours or less if approved by the Employee's Supervisor.

No Floating Holidays shall be taken during the first six (6) months after date of hire.

## ARTICLE 14 - WAGES

**Effective July 1, 2023 employee wages shall be adjusted by not less than 2.55% nor more than 6.5 7% based upon the change in the All Cities CPI-U, whichever is higher.** ~~July 1, 2023~~2017, all steps in Appendix "A", the attached salary schedule, shall be increased by a percentage increase in the Portland-Salem CPI-W from the second half of 2016 to the second half of 2017 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%) amount of 3%.

**Effective July 1, 2024 employee wages shall be adjusted by not less than 2.55% nor more than 6.5 7% based upon the change in the All Cities CPI-U, whichever is higher.** ~~Effective July 1, 2018, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2016 to the second half of 2017 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).~~

**Effective July 1, 2025 employee wages shall be adjusted by not less than 5% nor more than 7% based upon the change in the All Cities CPI-U, whichever is higher.** ~~Effective July 1, 2019, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2017 to the second half of 2018 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).~~

**Effective July 1, 2026 employee wages shall be adjusted by not less than 5% nor more than 7% based upon the change in the All Cities CPI-U, whichever is higher.** ~~Effective July 1, 2020, all steps in Appendix "A", the attached salary schedule, shall be increased by the percentage increase in the Portland-Salem CPI-W from the second half of 2018 to the second half of 2019 with a minimum of two and one half percent (2.5%) and a maximum of three and one half percent (3.5%).~~

14.1. Whenever an Employee is permanently appointed in writing to a higher paying position, they shall receive the nearest step which represents at a minimum a 3% increase in their base salary.

14.2. Employees temporarily assigned by their Supervisor the duties and responsibilities of a higher paying position for a day or more shall receive no less than an additional five percent (5%) increase of their base salary for the total time of such assignment.

14.3. Employees will normally enter the salary schedule at step one and thereafter move to the next higher step upon completion of twelve (12) months of satisfactory service as reflected in the employee's anniversary date evaluation, no increase in salary may be given for unsatisfactory performance. The City may enter Employees at any step of the salary schedule or advance more than one step. In no event shall an Employee be denied a step increase on their anniversary date if the City has failed to complete an Employee's annual evaluation.

Anniversary date for purposes of calculating step adjustments shall be the first day of the month hired (the day the Employee first renders paid service), if hired between the 1st and the 15th day of the month inclusive or the first day of the next month if hired on the 16th day or later in a month.

Employees whose anniversary evaluation is unsatisfactory shall be reevaluated in 90 days, in which case their step increase would not be effective until the satisfactory completion of the 90 day evaluation period. If the second evaluation is unsatisfactory, the City has no obligation to reevaluate that Employee until the Employee's next anniversary date.

If an Employee feels an overall unsatisfactory evaluation is arbitrary and capricious, they may appeal the evaluation to the City Liaison for their department. If not satisfied, then the Employee may appeal to the City Council in executive session, but not to binding arbitration.

14.4. Paydays and Draws. Payday shall be the last working day of the month for all work through the end of that month, except for overtime, which is through the 25th of the month. Overtime earned after the 25th of the month would be reflected on the next month's paycheck. A draw on earned salary may be drawn on the 15th day of the month equal up to one-half of the earned base salary. If the 15th falls on Saturday, the draw may be taken on Friday; if the 15th falls on Sunday, the draw may be taken on Monday.

14.5. Longevity Pay. ~~Longevity pay will be a two (2) Tier scale.~~

~~Employees hired before July 1, 2004 will fall into Tier 1. Employees hired on or after July 1st 2004, will fall into Tier 2 for longevity pay.~~ The longevity pay plan shall be based on a percentage of the yearly gross salary for the base step of that salary classification in accordance with the following tier schedules:

~~Tier 1~~ Longevity:

1. ~~3~~ 3 4½ % after completing 5 through 10 years.
2. ~~4~~ 4 ½ % after completing 11 through 15 years.
3. ~~5~~ 5 ½ % after completing 16 through 20 years.
4. ~~7~~ 7 % after completing 21 years.

~~Tier 2~~ Longevity:

1. ~~1~~ 1 ½ % after completing 5 through 10 years.
2. ~~2~~ 2 4½ % after completing 11 through 15 years.
3. ~~3~~ 3 5 % after completing 16 years.

For the purpose of computation of the longevity pay, the commencing date of employment shall be January 1 of the year closest to the date which employment became effective. The longevity pay shall be paid on the last payroll period before Christmas of the year eligible. No payments can be applied for if the employment terminates prior to serving at least the minimum number of years necessary for the initial payment.

- A. Certification Pay (Police). Police Officers who possess an intermediate DPSST certification shall receive an additional 2% added to their base pay. Police Officers who possess an advance DPSST certification shall receive an additional 3% added to their base pay. An Officer will get 5% if both certificates are obtained.

City of Rockaway  
Union Proposal  
January 18, 2023

ARTICLE 29-DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2023 and shall remain in force through June 2056.



PFML New Article

1. Effective upon ratification, the City shall cover the employees' portion of the contribution to Paid Leave Oregon in the amount of 60% and the 40% of the employer portion of 1% of each employees' annual salary, which are capped at \$132,900, along with the employer's portion of the contribution.
2. If the employer covers the employee portion of the 1% contribution, that payment is taxable and will be properly recorded and taxed on employee statement of earnings and subsequent W2's.
3. Use of the Paid Leave Oregon benefit will begin in September 2023. It is the City's expectation that employees follow the notification rules as outlined by the State, providing 30-day notice for leaves that are known in advance and notice within 24 hours for those that are emergent.
4. The City will run Paid Leave Oregon leave concurrent with other protected leaves as allowed by law.
5. Employees will be allowed to use their accrued City leave to supplement their Paid Leave Oregon benefit. However, due to the fact that each individual may have a different benefit amount, the employee choosing to supplement their accrued City leave will be required to provide the City with a copy of their Oregon Paid Leave gross benefit amount and City will calculate the needed accrual use based upon the base rate gross wage of the employee. This supplemental payment may be one pay period behind.
6. Should the contribution obligations provided for in ORS 657B.150 be revised, including the percentage of wages or increase to the maximum wages subject to contribution, the City will continue to cover the employee's portion at 60% of 1% of wages as described in #1 above. The parties agree to commence bargaining to negotiate terms to replace this MOA upon adoption of the revised contribution obligations. Such bargaining shall be subject to the provisions of ORS 243.698.