

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ASHLAND, OREGON



PARKS & RECREATION

AND

TEAMSTERS LOCAL UNION NO. 223



EFFECTIVE

JULY 1, 2025 – JUNE 30, 2028

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BETWEEN

**THE CITY OF ASHLAND, OREGON
(PARKS & RECREATION)**

AND

TEAMSTERS LOCAL UNION NO. 223

PREAMBLE

This Agreement made and entered into by the City of Ashland, Oregon, hereinafter referred to as the "City" and Teamsters Local Union No. 223 of the International Brotherhood of Teamsters, hereinafter referred to as the "Union". Unless indicated otherwise, references to the "City" herein shall include the City's elected officials, the City Manager or their designees(s) as the officials directly responsible for the operation of the departments covered by this Agreement. The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters pertaining to rates of pay, hours of work and other conditions of employment.

ARTICLE I – SCOPE AND RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work and other conditions of employment for all employees within the bargaining unit described immediately above.

This Agreement shall apply to all employees of the Parks and Recreation Department of the City of Ashland, Oregon, as set forth in Appendix "A" but excluding confidential, supervisory, temporary, and seasonal employees. Temporary and seasonal employees are those who are hired to work up to 40 hours per week for a limited period of time not to exceed six (6) consecutive months in a 12 month period.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit, as the same are defined in Article XIII hereof.

The parties agree as follows:

ARTICLE II – UNION SECURITY AND CHECK-OFF

Section 1 – Union Security: Any employee covered by this Agreement may, at any time after hiring or transfer into the Bargaining Unit, apply to become a member of the Union, and may voluntarily sign a check-off authorization form, authorizing the City to deduct from their wages, and to remit to the Union, the normal and usual membership dues required by the Union’s Constitution and Bylaws. The Union shall be the sole custodian of the authorization forms.

Each month, the Union shall provide the City a list identifying the employees who have provided authorization for the City to make deductions from the employee’s wages to pay dues, fees and any other authorized deductions to the Union. The City shall rely on the list alone to deduct and forward payment to the Union.

It is agreed there shall be no discrimination by the City or the Union in favor of or against, any employee of the City on account of membership in the Union or failure or refusal to join the Union. Nor shall the City interfere in any way with the decision of any employee to join or not to join the Union.

Section 2 – Check-Off: The City will, during the term of this Agreement, honor written individual check-off requests of regular employees in the Classifications covered by this Agreement, until such check-off request is revoked by written notice delivered to the Union by registered mail. Such check-off request shall authorize the Union to direct the City to deduct current membership dues or fees. The City will in turn remit the dues or fees, so deducted, to the Union.

The Union will keep the City currently advised of the monthly dues and/or fee to be deducted from the wages of each employee who has filed a written individual check-off request with the Union.

Section 3 – Job Posting: The City will post all job openings on the City’s website so the Union can remain informed whenever a bargaining unit job is posted. Such posting shall include a statement that clearly indicates that the posted job is represented by Teamsters Local Union No. 223 with a link to the Collective Bargaining Agreement on the City’s website. The City will also, whenever a bargaining unit job is awarded, provide to the Local Union;

the name, contact information, pay rate, classification, hire date and date of new hire orientation of the person awarded the position.

Section 4 – New Employee Greeting: On the date of hire or shortly thereafter, the City will allow the Local Shop Steward and the Union Representative to meet each new employee on City premises and discuss the Union and its role. This meeting shall take place during work hours and be limited to no more than sixty (60) minutes. It will be the responsibility of the Local Shop Steward to arrange meetings with new employees.

Section 5 – Consistent Representation: In the interest of maintaining fairness and consistency in representing the entire bargaining unit, employees have the right to have an authorized Union Representative present during the time of any adjustment for all matters regarding interpretation of the Collective Bargaining Agreement, at any time a bargaining unit employee requests to be made whole of any perceived shortage due them as it relates to wages, hours and working conditions and/or in matters of disciplinary action.

Section 6 – Indemnification: The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not expressly abridged, delegated or modified by this Agreement are retained by the City.

It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and department heads and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent departments, commissions and boards.
2. To set standards of service.
3. To schedule employees' hours of work and direct the performance of their duties.
4. To train employees.

5. To discipline or discharge for just cause.
6. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
7. To maintain the efficiency of governmental operations.
8. To determine the methods, means and personnel by which government operations are to be conducted.
9. To determine the content of job classifications, determine the minimum qualifications for all jobs and determine the criteria for performance evaluations.
10. To take all necessary action to carry out its mission in emergencies.
11. To exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV – STRIKE AND LOCKOUT PROHIBITION

Section 1: The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City unless such is sanctioned by the Southern Oregon Central Labor Council.

Section 2: In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct; the Union will immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement. Disciplinary action, including discharge may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

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

ARTICLE V – HOLIDAYS

Section 1 – Recognized Holidays: The following shall be recognized as Holidays:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving (4th Friday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)

- a) When the U.S. President or Oregon Governor establishes a new annually- reoccurring holiday or issues a declaration or executive order directing a one-time federal or state office closure for purposes of observing a day of nationwide or statewide celebration or homage- for example, for mourning the passing of a former president or other significant person or for memorializing a particular tragic or jubilant event– such a day will be a paid holiday for City employees subject to this bargaining agreement; and
- b) A presidential declaration or executive order for a specific purpose of closing federal offices will not necessarily result in a paid City holiday. Examples of federal or state closures that will not necessarily constitute a paid City holiday include: furloughs, weather-related closures, disaster/emergency closures, and office closures extending, for federal employees, the recognized holidays listed in Section 1 above, such as closing the day just prior or just after Christmas.

Whenever a Holiday shall fall on Sunday, the succeeding Monday shall be observed as the Holiday. Whenever a Holiday shall fall on Saturday, the preceding Friday shall be observed as the Holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a Holiday occurs, payment to the employee for that day shall be accounted for as holiday pay, not as pay for hours of the authorized leave.

Section 2 – Holiday Pay: Regular employees shall receive eight (8) hours of pay for each of the Holidays listed above on which they perform no work.

ARTICLE VI – VACATIONS

Section 1 – Eligibility:

<u>Period*</u>	<u>Years of Service</u>	<u>Accrued Vacation Per Pay</u>
	<4	5 hours per pay period
	>4<9	6 hours per pay period
	>9<14	7 hours per pay period
	>14<19	8 hours per pay period
	>19	10 hours per pay period

*There are 26 pay periods per year, however benefits accrue in only the first and second pay periods of the month.

Section 2 – Continuous Service: Continuous service for the purpose of accumulating vacation leave shall be based on the employee's last date of hire. Time spent by the employee on authorized paid leaves shall be included as continuous service. Vacation leave shall not accrue during any leave of absence without pay during a pay period. Authorized leave without pay and lay-offs shall not be counted as service, however, employees returning from such absences or layoff shall be entitled to credit for service prior to the leave or layoff.

Section 3 – Accrual Limitations: An employee will be allowed to accrue vacation up to, but not to exceed an amount equivalent to two times the amount that they accrue in a calendar year. If the City cannot grant leave due to staffing problems, the City may grant a temporary allowance to accrue vacation in excess of the accrual cap of this subsection. Said temporary allowance may continue for no more than 180 days.

Section 3.1 – Use of Vacation Time During First Six (6) Months: To aid in the transition to City employment, upon approval by the employee's supervisor, new hires can use their anticipated vacation accruals for the first six (6) months of employment starting from the time of hire. After six (6) months of employment, vacation time may be taken only to the extent such vacation has been accrued. In the event a new employee leaves prior to completing 6 months of employment, the employee's final pay check will be reduced by an amount equivalent to pay for the hours the employee took as paid vacation time off in excess of vacation actually accrued (see example below). The opportunity in December to cash out a portion of earned vacation hours as provided in Section 3.1 only applies to vacation actually accrued and not used.

Example: New hire is granted 60 hours of vacation at time of hire. They accrue five (5) hours of vacation per pay period.. During month two (2) they use all 60 hours of vacation and resigns after four (4) months on the job. The City would deduct 20 hours from the employee's final pay check because only four (4) months of vacation accrual has been earned at the time of the employee's resignation.

Section 4 – Scheduling: Vacation leave shall be scheduled by the City based on the head of the department's judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation leave taken shall not be in excess of that actually accrued at the time it is taken. Vacation leave shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise their right of seniority only once annually. Employees shall exercise their choice by bidding in seniority. The list shall be closed as of December 31, and subsequent changes shall be made only by mutual consent of the parties.

Section 5 – Payment on Termination: In the event of the death or termination of an employee during the initial six (6) months of their employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for six (6) months, the employee shall be entitled to payment for accrued, but unpaid, vacation leave at the rate of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

Section 6 – Optional Vacation Payout: After two (2) continuous years of service with the City, employees may elect to be paid cash for up to 40 hours of annual accrued vacation on the first paycheck in April each year. To be eligible for a payout of vacation hours under this provision, employees must retain a minimum leave balance of 100 hours after the vacation payout is granted (*sick and/or vacation hours combined must equal 100 hours*). Employees who do not meet the minimum service or minimum hour requirements are not eligible for payout of vacation under this provision.

ARTICLE VII – HOURS OF WORK AND OVERTIME

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

Section 1 – Hours of Work: To the extent consistent with operating requirements of the City, eight (8) hours shall constitute a regular work shift,

and five (5) consecutive days of regular shifts, normally beginning Monday and terminating Friday, shall constitute a week's work. However, an employee may be scheduled by the City for a workweek other than Monday through Friday, which shall become their regular workweek. With a department head's approval, an alternate 40 hour per week work schedule can be established such as four (4) workdays of ten (10) hours. The City Manager and Department heads have discretion to end such approval with thirty (30) calendar days' notice to the employee.

Section 2 – Work Schedules: All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Supervisors shall establish a regular method to communicate schedules or schedule changes in advance to employees. This section does not prevent an agreement between an employee and supervisor to a schedule with a different starting and ending time on different days of the week or month. The City Manager and Department heads have discretion to end such approval. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be communicated at least fourteen (14) calendar days prior to the effective date of the change.

Section 3 – Rest Periods: A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

Section 4 – Meal Periods: To the extent consistent with operating requirements of the respective departments, an uninterrupted, unpaid one-half (1/2) hour meal period shall be scheduled in the middle of the work shift.

ARTICLE VIII – SICK LEAVE

Section 1 – Purpose: Sick leave is provided for the sole purpose of providing financial security to employees and their families. Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment caused by sickness or injury resulting from employment other than with the City of Ashland.

Section 2 – Accumulation: New employees will be credited with six (6) months accrued sick leave upon hire for their immediate use. Upon completion of six months, sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave shall not accrue during any leave of

absence without pay during a pay period to the extent that the City remains in compliance with Oregon Sick Leave laws. Sick leave may be accumulated to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 2 hereof as a condition precedent to any sick leave payment. Sick leave shall not continue to accrue during authorized sick leave or disability leave in excess of ninety (90) calendar days.

Section 3 – Utilization: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify the department head or other supervisor of absence due to illness or injury, and the nature and expected length thereof, as soon as possible prior to the beginning of the scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over two (2) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement.

The parties agree that when an employee must be away from the job because of illness in the immediate family, such time off may be granted by the department head on a day to day basis, and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision. Sick leave taken shall not be in excess of that actually accrued at the time it is taken.

Section 4 – Integration with Workers' Compensation: When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Workers' Compensation laws and the employee's regular pay. In such instances, no charges will be made against accrued sick leave for the first thirty (30) calendar days.

Section 5 – Sick Leave Without Pay: Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

Section 6 – Termination: Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment, for whatever reason.

Section 7 – Payment for Unused Sick Leave: All employees within the bargaining unit may elect to receive 1/3 of their unused annual sick leave accrual, maximum of 32 hours, as cash on their first paycheck in December. If cash payment is not elected, the unused portion of sick leave will be added to cumulative sick leave balance or converted to accrued vacation at the option of the employee.

Employees who use 40 hours of sick leave or less in a calendar year regardless of their cumulative sick leave balance may elect to receive the full cash out as stated in 8.6 above in compliance with Senate Bill 454 which requires all employers to allow employees up to 40 hours of protected sick leave each year.

Employees who use more than 40 hours of sick leave in a calendar year and whose sick leave balance will drop below 100 hours after sick leave cash payout may elect to receive a cash out calculated as follows:

((Annual sick leave accrual minus sick leave hours used by employee) plus sick leave used by employee up to protected sick leave) multiplied by 1/3 equals balance that may be cashed out.

Examples of how the payment for unused sick leave will be calculated hereafter, as required by the passage of Oregon Sick Leave law:

New Calculations of Annual Accrual, As Changed by Oregon Sick Leave Law:	96	96	96	96
Sick leave hours used by employee if during the year:	100	30	10	152
All employees are entitled to use up to 40 hours without impacting their sick leave incentive.	40	40	40	40
Hours used up to 40/year are added back for the purpose of calculating the sick leave incentive:	$96-100 = -4 + 40$ $= 36/3 = 12$	$96-30 = 66 + 30$ $= 96/3 = 32$	$96-10 = 86 + 10$ $= 96/3 = 32$	$96-152 = -56 + 40$ $= -16/3 = -5.33$
Balance that can be cashed out (Max 32):	12	32	32	0

Examples of how the payment for unused sick leave was calculated prior to the passage of Oregon Sick Leave law:

Original Calculations of Annual Accrual, Prior to Oregon Sick Leave Law:	96	96	96	96
Sick leave hours used by employee during the year:	100	30	10	152
All employees are NOT entitled to use up to 40 hours without impacting their sick leave incentive.	N/A	N/A	N/A	N/A
Hours used up to 40/year are NOT added back for the purpose of calculating the sick leave incentive:	$96-100 = -4$ $-4/3 = -1.3$	$96-30 = 66$ $96/3 = 22$	$96-10 = 86$ $86/3 = 28.67$	$96-152 = -56$ $-56/3 = -18.67$
Balance that can be cashed out (Max 32):	0	22	28.67	0

Section 8 – Purposes for Sick Leave: Employees are entitled to use the City’s sick leave benefit for the following purposes. Reference to “family members” means an employee’s spouse, biological adopted or foster parent or child, parent-in-law, grandparent, grandchild or a person with whom the employees was or is in a relationship of in loco parentis, any other relationship identified in the City’s Employee Handbook as a “family member” for the purpose of using sick leave.

- For an employee’s or family member’s mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventative medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee’s job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee’s minor child or dependent.

- To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
- For certain public health emergencies including closure by public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

ARTICLE IX – OTHER LEAVES OF ABSENCE

Section 1 – Leaves of Absence Without Pay: In the City's sole discretion, leaves of absence without pay not to exceed 90 days may be granted upon establishment of reasonable justification and where it is determined that the operation of the department and/or division will not be negatively impacted by the temporary absence of the employee. Requests for such leaves must be in writing and submitted to the Department Head 30 days prior to the requested leave date, unless otherwise waived. The employee must utilize accrued vacation leave, sick leave and compensatory time before applying for a leave of absence without pay. If the leave lasts two calendar weeks or more, the employee must pay the pro-rated employee portion of the premium for health insurance coverage. Any other payroll obligations of the employee will be deducted from the paycheck for the next pay period or may be paid directly to the City.

Section 2 – Jury Duty: Employees shall be granted leave with pay for service upon a jury; provided, however, that the regular pay of such an employee for the period of absence shall be reduced by the amount of money received for such jury service, and upon being excused from jury service for any day an employee shall immediately contact their supervisor for assignment for the remainder of their regular work day.

Section 3 – Appearances: Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority provided, however, that the regular pay for such employee shall be reduced by an amount equal to any compensation they may receive as witness fees.

Section 4 – Required Court Appearances: Leaves of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters.

Section 5 – Military Leave: Military leave shall be granted in accordance with ORS 408.290.

Section 6 – Union Business: Employees elected or appointed to any legitimate full-time paid Union office which takes them from their employment with the City, shall, upon written request of the Union and the employee be granted a leave of absence of up to one (1) year without pay, renewable upon application. Employees selected by the Union to attend conventions and related Union activities, shall, upon written request of the Union and the employees, be granted a leave of absence of up to thirty (30) days without pay.

Section 7 – Educational Leave: After completing one (1) year of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the City for the purpose of upgrading their professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the department head. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period. Their replacement shall be considered a temporary employee. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the employee's department head.

Section 8 – Bereavement Leave: An employee may be granted up to five (5) days (40 hours) bereavement leave with regular pay in the event of death in the immediate family of the employee. The employee will be paid their regular hourly rate for any such days of excused absence which occur only during their assigned workweek.

For the purpose of this Article, an employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step child, step parent, adopted child, grandparents, grandparents-in-law and domestic partners.

Section 9 – Failure to Return From Leave: Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the City, and their position shall be deemed vacated; except

and unless the employee, prior to the expiration of their leave of absence, has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reason beyond their control.

Section 10 – Personal Days: Regular employees shall receive three (3) personal days (24 hours) each July. No cash payment will be made for personal days and they can only be taken as time off during the fiscal year in which they are granted. Personal days must be used by June 30 of each year, or they will be forfeited. In the event of termination, resignation, or retirement, no cash payment will be made for Personal Days.

ARTICLE X – COMPENSATION

Section 1 – Wage Schedule: During the three (3) year period of this Agreement, the wage increases shall be:

July 1, 2025 – Wage adjustment per the City’s Comp and Class Study where employees will be placed in the new salary schedule on the step closest to their current salary without a decrease. All employees whose placement into the new salary schedule results in an increase of less than 2.5% as of June 30, 2025, will be moved up one additional step automatically. All current employees’ anniversary dates, for reasons specific to the salary schedule, will be adjusted to July 1, 2025.

July 1, 2026 – 2% increase
July 1, 2027 – 2% increase

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix “B” which is hereby incorporated into and made a part of this Agreement. When any position not listed on the wage schedule is established, the City shall designate a job classification and wage rate for the position and notify the Union. If the Union does not agree that the classification or wage rate is proper, the Union may submit the issue as a grievance according to the grievance procedure.

Section 2 – Overtime: The City shall attempt to assign all overtime by seniority on a rotational basis as follows. Seniority shall be determined by Article XIII of this agreement. The City will first seek volunteers from employees who are qualified to do the work. If more than one qualified employee volunteers, the most senior volunteer will be offered the assignment. If no one volunteers, the City will mandate overtime to the least senior qualified employee who is present and available in that classification. After an employee works overtime – whether the employee volunteered or

was mandated – that employee will move to the bottom of the overtime list for the next opportunity, and the rotation process shall repeat.

Employees shall be compensated at the rate of two (2) times the regular rate of pay for all work performed in excess of 40 hours in a workweek, but in no event shall such compensation be received twice for the same hours. Overtime may be paid in the form of compensatory time off at the applicable rate, subject to the approval of the department head or designated supervisor. All overtime shall be recorded by the employee and must be approved by the department head or supervisor. The employee must designate whether they desire pay or compensatory time off on the time sheet reporting the overtime worked.

Compensatory time shall be accrued on an annual basis from December 1 to November 30 with any amount unused on November 30 to be compensated as pay on the first paycheck of December. Accrued compensatory time shall not exceed forty (40) hours which represents eighty (80) hours of straight time. However, at the option of the employee, up to forty (40) hours (80 hours of straight time) may be carried forward for use in the next year, rather than being cashed out in December.

Scheduled overtime, time annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift, shall be considered overtime and shall not be considered callback time.

Section 3 – Callback Time: Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at double time for the work for which they are called back and return to work. This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. Phone calls, or alerts received outside of the working day or working shift, that do not result in a return to work will result in one (1) hour of double time, unless that call, or alert takes longer than one (1) hour to resolve. Calls lasting longer than (1) hour will result in double time for the actual duration of the call, or alert. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

Section 4 – Pay Periods: Employees shall be paid every other Friday. Pay periods shall be for fourteen (14) days beginning at 12:01 a.m. on Saturday, and ending on the 14th day (Friday) at 12:00 midnight. Pay days shall be on the Friday following the close of each pay period.

Section 5 – Mileage: An employee required to report for special duty or assignment at any location other than their permanent reporting location and who is required to use their personal automobile for transportation to such location, shall be compensated at the standard mileage reimbursement rate established annually by the IRS per mile for the use of such automobile directly in the line of duty.

Section 6 – Working Out of Class: Whenever an employee is required to work in a higher job classification, they shall receive an additional 5% of the next higher classification, 10% for a two-classification upgrade, and 15% for a three-classification upgrade for the actual hours worked in the higher classification. Any member of the bargaining unit assigned as “Lead Worker” will be eligible for 8% additional pay for the period assigned as Lead Worker. Lead Worker status shall be noted on the employee’s timesheet as Working Out-of-Class.

Section 7 – Certification Pay: Employees who obtain and maintain certification as outlined in Appendix “C” shall receive certification pay.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1 – Discipline: No regular employee who has successfully completed probation as defined in Article XIII may be disciplined except for just cause. Disciplinary action may be imposed upon any employee for failing to fulfill their responsibilities as an employee. Conduct reflecting discredit upon the City or Department, or which is a direct hindrance to the effective performance of City functions, shall be considered just cause for disciplinary action. Such cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful violation of department rules or for activities forbidden by State law.

Section 2: Discipline for just cause may include the following:

1. Oral reprimand
2. Written reprimand
3. Demotion
4. Suspension
5. Discharge or dismissal

In recognition that regular communications of expectations and of instruction of how to perform duties are essential and valuable to successful performance, coachings and oral warnings will not be viewed as discipline and

are not grievable. Any records of same shall not be placed in an employee's personnel file.

Section 3: An employee may be suspended from employment, with pay, while charges against the employee are investigated.

Section 4: Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the regular grievance procedure. If a department head or other supervisor has reason to discipline an employee they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or in public.

Section 5: This Article shall not apply to any employee on probation as defined in Article XIII.

ARTICLE XII – SETTLEMENT OF DISPUTES

Section 1 – Grievance and Arbitration Procedure: Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I – The affected employee shall take up the grievance or dispute with the employee's supervisor within seventy-two (72) hours of its occurrence, excluding Saturday and Sunday. The supervisor shall then attempt to adjust the matter within three (3) working days.

STEP II – If the grievance has not been settled between the affected employee and the supervisor, it may be presented in writing by the Union to the Department Head within seventy-two (72) hours, excluding Saturday and Sunday, after the response specified in Step I is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The appropriate Department Head shall respond to the Union representative in writing within five (5) working days after receipt thereof.

STEP III – If the grievance still remains unadjusted, it may be presented by the Union to the City Manager of the City or their designee(s), within seven (7) days after the response specified in Step II is due. The City Manager or their designee(s), shall respond in writing to the Union within five (5) working days.

STEP IV – If the grievance is still unsettled, either party may, within ten (10) days of the decision of the City Manager or their designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or other mutually agreed organization shall be requested to submit a list of five names. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one and the process shall be repeated and the remaining person shall be the arbitrator. The City and the Union shall meet in a pre-hearing conference and shall prepare a submission agreement regarding the specific issues in dispute. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the Agreement, but shall be limited to consideration of the particular issue(s) presented to them. Their decision shall be based solely upon their interpretation of the meaning and application of the express language of the Agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, such grievance shall be deemed granted.

Section 2 – Stewards: The Union may select an employee who shall be known as the steward. The name of the employee selected as steward, and the names of local Union representatives who may represent employees, shall be certified in writing to the City by the Union. Duties required by the Union of a steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Section 1 hereof, shall not interfere with this employee's or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations. A preliminary investigation of an issue that could lead to a grievance can occur during work hours as long as it can be completed in a reasonable amount of

time and a supervisor, Department Head or Human Resources has been informally notified prior to the Steward assisting in the investigation.

ARTICLE XIII – SENIORITY

Section 1 – Seniority: Seniority shall be a full-time employee's length of continuous service with the bargaining unit, dating from their last date of hire, and shall apply by job classification within their department in the matter of layoff, recall and vacation. Seniority for regular part-time employees shall be accrued based on their equivalent number of hours worked rather than on calendar months or years (for example, a regular part-time employee who started work on January 2nd and worked exactly 30 hours every week, would have nine months seniority as of the next January 2nd).

In the event of layoff, such employee may exercise their seniority in a lower job classification within the department provided that employee is qualified by prior training or experience to do the work of the lower job classification.

Recall from layoff shall be in the reverse order of seniority. The City reserves the right to lay off out of the order of seniority if in the City's judgment, retention of special job skills is required. Seniority shall continue to accrue during, 1) authorized sick leave or disability leave up to ninety (90) calendar days; 2) vacation leave; 3) authorized compensatory time off; 4) educational leave required by the City; 5) funeral leave; 6) jury duty; and 7) promotion to a supervisory position outside of the bargaining unit for two (2) years.

Section 2 – Suspension of Seniority: Seniority shall be retained, but shall not continue to accrue during 1) authorized sick leave or disability leave in excess of ninety (90) calendar days; 2) educational leave requested by the employee; 3) military leave; or 4) other authorized leaves of absence up to ninety (90) calendar days.

Section 3 – Termination of Seniority: Seniority and the employment relationship shall be broken or terminated if an employee 1) quits; 2) is discharged for just cause; 3) is absent from work for three (3) consecutive working days without notification to the City; 4) is laid off and fails to report to work within three (3) days after being recalled, 5) is laid off from work for any reason for twenty-four (24) months, or for a period of time equal to their seniority, whichever is shorter; 6) fails to report for work at the termination of a leave of absence; 7) if, while on a leave of absence for personal health

reasons, accepts other employment without permission; or 8) if they are retired.

Section 4 – Probationary Period: The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work, training, aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Every new employee hired into the bargaining unit shall serve a continuous probationary period of twelve (12) full months of work performed after which they shall be considered a regular employee and granted seniority to the last date of hire. The City may extend probation for an additional six (6) months. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training in other classifications, and the assignment to educational courses and training programs, the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight-time basis by the granting of compensatory time off. Termination of a probationary employee shall not be subject to the grievance procedure under Article XII.

Section 5 – Promotional Probationary Period: Regular employees promoted into a higher classification shall serve a continuous promotional probationary period of twelve (12) full months of work performed. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to the highest previous position. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure under Article XII.

Section 6 – Layoff and Recall: Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at their last known address furnished to the City by the employee. Laid off employees are solely responsible to assure that the City has their current mailing addresses. The City may use any other means to return an employee sooner.

Section 7 – Training Opportunities: In order to encourage advancement within City employment, employees and their supervisors are encouraged during the evaluation process to discuss training opportunities available to the employee to update skills or develop additional skills to qualify for promotion.

Section 8 – Job Announcements: The City agrees to electronically post announcements of vacancies in positions within this bargaining unit on the City’s website for a minimum of five (5) working days prior to the final filing date for the position. Employees are encouraged to sign up at the City of Ashland website to receive job posting alerts emailed to them.

Section 9 – Regular Employee: A regular full-time employee is one hired for an indefinite tenure, not limited at time of hire by a stated term or for a specific project.

Section 10 – Part-Time Employee: A regular part-time employee is one whose regular workweek is twenty (20) hours or more, not limited at time of hire by a stated term or for a specific project. Regular part-time employees' cumulative work hours shall not exceed thirty (30) hours per week, except relief for a regular full-time employee who is expected to return (i.e., vacation, sick leave, etc.) or unless hours are extended by mutual agreement.

Section 11 – Regular Part-Time Employee Benefits: Regular part-time employees shall accrue and be allowed vacation and sick leave with pay on a pro-rated schedule based on their hours worked using the hourly equivalent accrual rate for full-time employees. Holiday pay will also be pro-rated for regular part-time employees and may be substituted for other leaves subject to the holiday bank provisions in Article V, Section 3. Regular part-time employees will be eligible for employee-only health related insurances at the same cost-share arrangement as full-time employees. Regular part-time employees may elect to cover eligible dependents by paying 100% of the cost.

Section 12 – Part-Time Employee Compensation and Probationary Period: Part-time employees in a classification covered by this Agreement shall be compensated in accordance with this Agreement.

Section 13 – Longevity Pay: Upon five (5) years of a full-time regular employee anniversary date, they will receive a \$1000 annual bonus each year. Upon ten (10) years of a full-time regular employee anniversary date, they will receive a \$1250 annual bonus each year. Upon 15 years of a full-time regular employee anniversary date, they will receive a \$1500 annual bonus each year. Anniversary bonuses to be distributed on the first pay check in December.

ARTICLE XIV – GENERAL PROVISIONS

Section 1 – No Discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination

as to race, creed, color, sex, age, marital status, gender identity, sexual orientation, national origin or disability. The Union shall share equally with the City the responsibility for applying the provisions of this section. Employees shall have the right to form, join, and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or the Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent themselves in individual personal matters.

Section 2 – Visits by Union Representatives: The City agrees that accredited representatives of Teamsters Local Union No. 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement, if they first obtain permission to do so from the City Manager or their designated representative.

Section 3 – Solicitation: The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

Section 4 – Existing Conditions: Only such existing and future working rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed any such modification shall be delivered in writing to the Union not less than a period of seven (7) consecutive days prior to implementation.

Section 5 – Other Employment: Employees considering outside employment must apply to the City Manager or designee. Outside employment shall be permitted only with the express prior written approval of the City, which may at any time, upon reasonable grounds, revoke permission to hold such outside employment. Such written approval shall be documented in the employee's personnel file. The general principles to be followed by the City in permitting or restricting such outside employment shall be:

- 1) The need for mentally and physically alert City employees;
- 2) Insulating employees from potential conflict of interest situations;
- 3) Maintaining efficiency unimpaired by other employment, particularly for those City positions requiring employees to be available for duty 24 hours a day.

In the event the above principles are violated, the department head or City Manager may revoke previously granted permission to hold outside employment.

Section 6 – Supervisory Employees: It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or when the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased, or for purposes of instruction or training.

Section 7 – Uniforms, Protective Clothing and Devices: If an employee is required to wear a uniform, protective clothing or use any type of protective device, such article shall be provided, maintained and cleaned by the City. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee. Lost articles or damage to articles due to negligence, shall be reimbursed to the City by the employee. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City shall be cause for disciplinary action as set forth in Article XI hereof.

Section 7.1 – Boot Allowance: Employees shall receive payment of \$300 per contract year of this Agreement, (\$900 total), toward the cost of the purchase or repair of shoes, boots, or protective footwear (including orthotics, insoles, or weather-related footwear/gear).

Note: To the extent that the Internal Revenue Service and/or the Oregon Dept. of Revenue characterize reimbursements, allowances and the like by the City to employees for the purchase of clothing and footwear as taxable, the City must report the value thereof to taxing authorities.

ARTICLE XV – CLASSIFICATIONS AND WORK RULES - SAFETY

Section 1 – Classifications and Descriptions: The general classifications of labor which shall be recognized throughout this Agreement, shall be those set forth in Appendix "A".

Section 2 – Safety Rules: The Federal regulations and the Safety Rules of the State shall be observed and copies shall be made available by the City and the Union. The rules provide the minimum standards of safety to be observed by the City and the employee.

ARTICLE XVI – HEALTH, WELFARE, AND RETIREMENT

Section 1 – Health and Welfare: The City and employees agree on the following cost-share arrangement for Health Benefits:

Beginning January 1, 2023 employees agree to pay 10% and the City will pay 90% on the base plan health care premiums CIS Copay H. There is a \$1500 deductible or a buy up plan with a \$500 deductible CIS Copay F with the difference being the responsibility of the employee. Willamette Dental with Ortho or Delta Dental III with Ortho.

The Employee Health Benefits Advisory Committee shall be repurposed as a Labor Management Committee, and shall include (1) representative of Teamsters Local Union No. 223. The Committee shall meet at least once per year for the purpose of discussing Citywide issues including health insurance benefits along with other items.

Health benefits and other insurance will be provided to Teamsters-represented employees under the same conditions and restrictions as provided to all other City employees. Nothing in this Agreement shall be deemed a limitation on the annual plan benefit adjustments made by the carrier.

Section 2: The City agrees to continue providing the following additional fringe benefits:

- (a) Life Insurance – employee (\$20,000 with AD&D) and dependent coverage (\$1,000).
- (b) Long Term Disability Insurance – employee only.
- (c) City paid reimbursement for physical fitness as described in the City of Ashland Wellness Program.
- (d) Mercy Flights' household membership for combined air and ground ambulance transport.
- (e) Participation in an IRC §125 plan for pre-tax health insurance premium contributions and flexible spending account options for eligible health and dependent care expenses.

In the event that any of these programs change or are updated, the City agrees to provide the Union written notice of the change with as much advance notice as possible, and an opportunity to negotiate the impact of the change.

Section 3 – Retirement: The City agrees to maintain its existing Retirement Plan, subject to the terms and provisions thereof, as it applies to regular

employees in the bargaining unit. In accordance with statute, for qualified retiring PERS members, the City will report the sum of accrued but unused sick leave to PERS. The City will assume, pick-up and pay the employee contribution required by ORS 238A.330 for all employees covered by this Agreement at a uniform rate of six percent (6%). Employees may also elect to make additional employee contributions to their IAP account, in the amount equal to the amount credited to the employee pension stability account, this additional contribution may not be paid by the City under ORS 238A.355.

Section 3.1 – Sick Leave Payout Upon Retirement: Upon retirement, employees covered by this Agreement shall receive a percentage of their unused sick leave balance to the employee’s individual HRA/VEBA. Credit will be provided at the employee’s wage rate at retirement in accordance with the following schedule:

UNUSED SICK LEAVE HOURS	PERCENTAGE OF CREDIT
100-399	30%
400-599	40%
600-960	50%

Employees must provide to the City four (4) weeks advance notice of retirement unless extenuating circumstances prevent this notice.

No compensation for unused accrued sick leave shall be provided if employment with the City ends for any reason other than retirement.

Section 4 – Deferred Compensation: The City agrees to contribute up to \$100.00 per month in matching funds per member enrolled in a City deferred compensation program.

Section 5 – HRA-VEBA Contribution: The City will contribute an amount equivalent to three-point five (3.5%) percent of salary into an HRA-VEBA for each member of the bargaining unit.

ARTICLE XVII – WORKERS' COMPENSATION

Section 1 – Workers' Compensation: All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

Section 2 – Supplementary Payment: Compensation paid by the City for a period of sick leave also covered by Workers' Compensation shall be equal to the difference between the Workers' Compensation pay for lost time and the employee's regular wage rate.

ARTICLE XVIII – LIABILITY INSURANCE

The City shall purchase liability insurance as permitted by ORS 30.282 for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the City.

ARTICLE XIX – SAVINGS CLAUSE AND FUNDING

Section 1 – Savings Clause: Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such bargaining shall be conducted according to ORS 243.698.

Section 2 – Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are, therefore, contingent upon sources of revenue and, where applicable, annual voter budget approval. The City has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof.

ARTICLE XX – TERMINATION & REOPENING

This Agreement shall be effective retro to the 1st day of July, 2025 and shall remain in full force and effect until the 30th day of June, 2028 and shall terminate all prior Agreements and practices and concludes all collective bargaining during the term of this Agreement.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. Such notification shall include the substance of the modification and the language with which such desired modifications are to be expressed. In the event that such notice is given, negotiations shall begin not later than sixty (60) days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ASHLAND, OREGON

By: *Sabrina Cotta*
Sabrina Cotta, City Manager

Date: 11/20/2025

TEAMSTERS LOCAL UNION NO. 223

By: *Austin DePaolo*
Austin DePaolo, Principal Officer

Date: 11/24/2025

APPENDIX "A" – CLASSIFICATIONS WITHIN BARGAINING UNIT

Administrative Assistant
Park Technician I
Park Technician II
Park Technician III
Program Coordinator

APPENDIX "B" – PARKS & RECREATION WAGE SCHEDULE

Teamsters 223 Parks Salary Schedule										
Effective 7/1/2025										
Updated as of 11/10/2025										
Pay Grade	JOB TITLE	Steps occur every 12 months	1	2	3	4	5	6	7	8
300		Hourly	\$24.50	\$25.23	\$25.99	\$26.77	\$27.58	\$28.41	\$29.26	\$30.14
		Annual	\$50,960.00	\$52,478.40	\$54,059.20	\$55,681.60	\$57,366.40	\$59,092.80	\$60,860.80	\$62,691.20
300 Parks	Park Technician I									
305		Hourly	\$26.46	\$27.25	\$28.07	\$28.92	\$29.78	\$30.67	\$31.59	\$32.54
		Annual	\$55,036.80	\$56,680.00	\$58,385.60	\$60,153.60	\$61,942.40	\$63,793.60	\$65,707.20	\$67,683.20
305 Parks	Administrative Assistant									
305 Parks	Park Technician II									
310		Hourly	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$35.79
		Annual	\$60,548.80	\$62,358.40	\$64,230.40	\$66,164.80	\$68,140.80	\$70,179.20	\$72,280.00	\$74,443.20
310 Parks	Park Technician III									
310 Parks	Program Coordinator									



APPENDIX "C" – CERTIFICATION AND CONTINUING EDUCATION INCENTIVE

Section 1 – Purpose: This Appendix outlines the incentives and conditions for employees covered by this Agreement who maintain job-related certifications and complete approved continuing education or training, in recognition of their contributions to operational excellence and professional development.

Section 2 – Maximum Incentive Cap: The combined total of all certification incentive pay, and continuing education incentive pay shall not exceed \$1.50 per hour. No employee shall receive more than this amount in total incentive pay under this Agreement.

Section 3 – Certification Incentive Pay:

Section 3.1 – Eligibility: Employees who obtain and maintain approved certifications relevant to their current job classification shall be eligible to receive certification incentive pay. Eligibility is subject to the approval of the Department Head or their designee. All certifications must be beneficial to the City and directly related to the employee's assigned duties.

Section 3.2 – Incentive Tiers: Certification incentive pay shall be awarded based on the following schedules:

- A. Tier One (\$0.75 per hour)**
 - a. Pesticide Applicator
 - b. Landscape Irrigation Professional
 - c. Backflow Assembly Tester
 - d. Traffic Control Supervisor
 - e. Sports Turf/Grass Management Professional
 - f. Continuing Education Units (CEUs) between twelve (12) and twenty-three (23) hours

- B. Tier Two (\$1.00 per hour)**
 - a. Certified Pool Operator
 - b. Certified Playground Safety Inspector
 - c. Commercial Driver's License
 - d. ISA Arborist
 - e. Continuing Education Units (CEUs) of twenty-four (24) or more hours

Note: An employee may receive certification pay for a maximum of three (3) certifications, not to exceed a total of \$1.50 per hour. Within each category, only the highest applicable level of incentive shall apply. Certification incentives are not cumulative within the same series.

Section 3.3 – Documentation and Records: It is the responsibility of the employee and the supervisor to provide “official” documentation of the completed certification to Human Resources. Applicable certification pay will be effective at the start of the next pay period.

Section 4 – Continuing Education Requirements:

Section 4.1 – Required Training for Certification Maintenance: Employees are responsible for maintaining their certifications, including completion of Continuing Education Units (CEUs) hours required by the certifying agency. Failure to maintain certification shall result in the suspension or forfeiture of the related incentive pay.

Employees must report certification renewals and provide documentation to the Department Head or designee and Human Resources prior to the renewal.

Management reserves the right to request additional documentation if initial proof is insufficient.

Section 4.2 – Annual Continuing Education for Non-Renewable Certifications: For certifications that do not require formal renewal, employees must complete twelve (12) hours of approved job-related training per year per \$0.75/hour incentive in order to retain eligibility for certification incentive pay.

Section 5 – Certification Conditions:

Section 5.1 – Conditions:

- All training must be pre-approved by the Department Head or their designee.
- Training must be directly relevant to the employee’s position.
- Certification pay shall apply for the following fiscal year based on training completed between July 1 and June 30.
- Hours may not be carried over except where required for certification maintenance (up to 20 hours per fiscal year).
- Incentive pay is only applicable for any certifications that are in addition to the essential functions of the position.

Section 5.2 – Certification Expiration and Reinstatement: If a certification expires and is not renewed by the employee’s renewal date, the related certification incentive pay shall immediately cease. The employee shall not be eligible to receive that certification’s pay benefit again until July 1 of the following fiscal year, and only if the certification is fully renewed and proof of renewal is submitted to their Department Head or their designee and Human Resources prior to that date.

Section 6 – Documentation and Records:

- Employees and supervisors are jointly responsible for tracking and documenting certification and training hours.
- It is the responsibility of the employee that all documentation is submitted to Human Resources by June 30 of each year to ensure continued eligibility for the next fiscal year.

APPENDIX "D" – SCOPE OF COLLECTIVE BARGAINING
"Wages, hours of work, and working conditions"

JUST CAUSE STANDARD FOR DISCIPLINE:

1. Forewarning of rule *and* consequences.
2. Reasonable rule.
3. Thorough investigation.
4. Fair and objective investigation.
5. Preponderance of evidence.
6. Consistent.
7. Punishment fits the offense.

WEINGARTEN RIGHT TO REPRESENTATION:

1. Investigatory interviews.
2. Employee reasonably believes discipline may result.
3. Employee must request representation.
4. Employer may:
 - a) grant request
 - b) discontinue interview
 - c) offer employee choice of
 - 1) interview without representation *or*
 - 2) no interview
5. 24-hour advance notice of subject of interview and 24 hours to confer with the Union.

PAST PRACTICE:

Must be:

1. Clear and
2. Consistently followed and
3. Followed over a reasonably long period of time agreed to by both parties
4. Shown by the record to be mutually accepted by the parties.

Used to:

- a) interpret ambiguous contract language;
- b) establish wages, hours of work or working conditions not in the contract

Clear contract language always takes precedence over past practice (with advance notification).

**SIDE LETTER NO. 1 – RE: ARTICLE X, INDIVIDUAL EMPLOYEE
ADJUSTMENTS**

As of [Ratification Date], 2025

Austin DePaolo
Principal Officer
Teamsters Local 223
15 82nd Drive, Suite #10
Gladstone, OR 97027

Re: Article X, Individual Employee Adjustments

Dear Mr. DePaolo:

This letter shall supplement the Collective Bargaining Agreement by and between the City of Ashland (Parks & Recreation), hereinafter referred to as the "City," and Teamsters Local Union No. 223, hereinafter referred to as the "Union," effective July 1, 2025 to June 30, 2028, hereinafter referred to as the "CBA." The City and the Union are collectively referred to as "the parties."

In connection with Article X – Compensation, the City shall further adjust wages for the following individual employees:

- Josiah Gomberg (Park Technician I) – shall be placed at Step 3 on the new wage scale at \$25.99 per hour.
- Tempe Parks (Park Technician I) – shall be placed at Step 3 on the new wage scale at \$25.99 per hour.
- Except as otherwise provided, the City's Class and Comp Study shall be implemented for all Teamsters-represented bargaining unit employees. Additionally, retroactive pay/wage increases for all Teamsters-represented bargaining unit employees, including but not limited to the two employees mentioned above (i.e. Josiah Gomberg and Tempe Parks), shall be applied retroactively back to July 1, 2025.

If the foregoing constitutes our shared understanding, kindly execute a copy of this letter in the space provided below, and it shall become a binding agreement by and between the parties.

Sincerely,

CITY OF ASHLAND

Sabrina Cotta

Sabrina Cotta
City Manager
Date: 11/20/2025

ACCEPTED AND AGREED TO:

TEAMSTERS LOCAL UNION NO. 223

Austin DePaolo

Austin DePaolo
Principal Officer
Date: 11/24/2025

2025-2028 Teamsters Parks & Rec CBA

Final Audit Report

2025-11-24

Created:	2025-11-21
By:	Molly Taylor (molly.taylor@ashland.or.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWAuluRngDgVkbchH-5uRI3ZEoGc4CpFYJ

"2025-2028 Teamsters Parks & Rec CBA" History

-  Document created by Molly Taylor (molly.taylor@ashland.or.us)
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-  Document e-signed by Sabrina Cotta (sabrina.cotta@ashland.or.us)
Signature Date: 2025-11-21 - 0:35:30 AM GMT - Time Source: server
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