

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding are the City of Silverton (City) and Laborers' Local 483 (Union).

Recitals

1. On June 27th, 2018 the Supreme Court ruled in Janus v. AFSCME that the application of fair share fees were no longer legal.
2. On June 28th, 2018, as a result of the Janus v. AFSCME decision, the Union sent a demand to bargain to the City. The City and Union met to bargain the impacts of Janus v. AFSCME and develop contract language in compliance with the decision.

Agreement

1. The City and Union agree to make the below edits to sections 1, 2, & 3 of Article 3 of the "Collective Bargaining Agreement between The City of Silverton, Oregon and Public Works Association/Laborers' Local 483". These edits will be in effect from the date of signing and added to the 2018-2022 CBA.
2. The below language satisfies the Union's demand to bargain.

ARTICLE 3: Check Off and Individual Rights

Section 1. The City agrees to deduct from the paycheck of each employee who so authorized it, regular monthly dues uniformly required of members of Laborers' Local 483 on behalf of the employee involved. The amounts deducted shall be transmitted monthly to Laborers' Local 483 on behalf of the employees involved. Authorization by the employees shall be on forms furnished by the City and may be revoked by the employee upon request. The performance of this service is at no cost to Laborers' Local 483. No dues deductions will be made unless the City has a signed authorization form.

Section 2. The City shall inform all newly hired employees, at the time of their employment, that they are eligible for membership in the union and will endeavor to provide the name of the current steward for their work group as far as known to the employer. The City will endeavor to provide Laborers' Local 483 with the name and contact information for all new hires, within fourteen (14) days of hire. However, failure to do so shall not be grievable.

Section 3. Laborers' Local 483 agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against it as a result of the City's actions pursuant to Section 1 and Section 2 of this Article. Should the City make an unauthorized deduction for union membership, the City will notify the union. An adjustment for the error will be made during the next available submission of dues to the union and the City will restore the amount to the employee.


LABORERS' LOCAL 483



Farrell Richartz, Business Manager

Date: 10-25-18

CITY OF SILVERTON



Christy Wurster, City Manager

Date: 10/25/2018

Memorandum of Understanding
City of Silverton and Public Works Association/Laborer's Local 483
February 21, 2019

This Memorandum of Understanding is between the City of Silverton ("City") and the Public Works Association/Laborer's Local 483 ("Association"). The parties agree as follows:

1. The City and Association entered into a Collective Bargaining Agreement (CBA) effective July 1, 2018 through June 30, 2022.
2. Addendum A "Wages/Steps" provides the pay schedule for represented positions in the Association, including the Utility Worker III/Lead Position.
3. The parties agreed on October 25, 2018 to a revised job description for the Utility Worker III-Mechanic position.
4. The parties met, and the Association has agreed to the City's proposal of adding the Utility Worker III-Mechanic position to the wage scale as outlined in Exhibit A.
5. The parties met, and the Association has agreed to the City's proposal of modifying the Mechanic position's wage scale as outlined in Exhibit A.
6. This Memorandum of Understanding shall be effective for the period of the CBA.

City of Silverton

Public Works Association
Laborer's Local 483

By *Christy Hurster*
City Manager *City Manager*
3/1/2019

By *[Signature]* *2/27/19*
LIUNA 483
FARRELL RICHARTZ
BUSINESS MANAGER

**City of Silverton
Exhibit A**

Public Works Pay Schedule

Effective 7/1/2018

Hourly Rate

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Maintenance Worker	\$ 15.5187	\$ 16.2946	\$ 17.1093	\$ 17.9648	\$ 18.8630	\$ 19.8062
Parks Maint Worker II	\$ 17.8050	\$ 18.6953	\$ 19.6301	\$ 20.6116	\$ 21.6422	\$ 22.7243
Utility Worker I	\$ 17.8050	\$ 18.6953	\$ 19.6301	\$ 20.6116	\$ 21.6422	\$ 22.7243
Utility Worker II	\$ 19.3015	\$ 20.2666	\$ 21.2799	\$ 22.3439	\$ 23.4611	\$ 24.6342
Utility Worker III / Mechanic	\$ 22.2433	\$ 23.3555	\$ 24.5233	\$ 25.7495	\$ 27.0370	\$ 28.3889
Utility Worker III / Lead	\$ 22.2433	\$ 23.3555	\$ 24.5233	\$ 25.7495	\$ 27.0370	\$ 28.3889
Sewer/ Water Operator I	\$ 20.1168	\$ 21.1226	\$ 22.1787	\$ 23.2876	\$ 24.4520	\$ 25.6746
Sewer/ Water Operator II	\$ 22.1285	\$ 23.2349	\$ 24.3966	\$ 25.6164	\$ 26.8972	\$ 28.2421
Mechanic	\$ 20.7367	\$ 21.7735	\$ 22.8622	\$ 24.0053	\$ 25.2056	\$ 26.4659

Public Works Pay Schedule

Effective 7/1/2019 - Percentage Change

2%

Hourly Rate

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Maintenance Worker	\$ 15.8291	\$ 16.6206	\$ 17.4516	\$ 18.3242	\$ 19.2404	\$ 20.2024
Parks Maint Worker II	\$ 18.1611	\$ 19.0692	\$ 20.0227	\$ 21.0238	\$ 22.0750	\$ 23.1788
Utility Worker I	\$ 18.1611	\$ 19.0692	\$ 20.0227	\$ 21.0238	\$ 22.0750	\$ 23.1788
Utility Worker II	\$ 19.6875	\$ 20.6719	\$ 21.7055	\$ 22.7908	\$ 23.9303	\$ 25.1268
Utility Worker III / Mechanic	\$ 22.6882	\$ 23.8226	\$ 25.0137	\$ 26.2644	\$ 27.5776	\$ 28.9565
Utility Worker III / Lead	\$ 22.6882	\$ 23.8226	\$ 25.0137	\$ 26.2644	\$ 27.5776	\$ 28.9565
Sewer/ Water Operator I	\$ 20.5191	\$ 21.5451	\$ 22.6224	\$ 23.7535	\$ 24.9412	\$ 26.1883
Sewer/ Water Operator II	\$ 22.5711	\$ 23.6997	\$ 24.8847	\$ 26.1289	\$ 27.4353	\$ 28.8071
Mechanic	\$ 21.1514	\$ 22.2090	\$ 23.3195	\$ 24.4855	\$ 25.7098	\$ 26.9953

Public Works Pay Schedule

Effective 7/1/2020 - Percentage Change

2%

Hourly Rate

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Maintenance Worker	\$ 16.1457	\$ 16.9530	\$ 17.8007	\$ 18.6907	\$ 19.6252	\$ 20.6065
Parks Maint Worker II	\$ 18.5243	\$ 19.4505	\$ 20.4230	\$ 21.4442	\$ 22.5164	\$ 23.6422
Utility Worker I	\$ 18.5243	\$ 19.4505	\$ 20.4230	\$ 21.4442	\$ 22.5164	\$ 23.6422
Utility Worker II	\$ 20.0813	\$ 21.0854	\$ 22.1397	\$ 23.2467	\$ 24.4090	\$ 25.6295
Utility Worker III / Mechanic	\$ 23.1420	\$ 24.2991	\$ 25.5141	\$ 26.7898	\$ 28.1293	\$ 29.5358
Utility Worker III / Lead	\$ 23.1420	\$ 24.2991	\$ 25.5141	\$ 26.7898	\$ 28.1293	\$ 29.5358
Sewer/ Water Operator I	\$ 20.9295	\$ 21.9760	\$ 23.0748	\$ 24.2285	\$ 25.4399	\$ 26.7119
Sewer/ Water Operator II	\$ 23.0225	\$ 24.1736	\$ 25.3823	\$ 26.6514	\$ 27.9840	\$ 29.3832
Mechanic	\$ 21.5744	\$ 22.6531	\$ 23.7858	\$ 24.9751	\$ 26.2239	\$ 27.5351

Public Works Pay Schedule

Effective 7/1/2021 - Percentage Change

2%

Hourly Rate


Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Facilities Maintenance Worker	\$ 16.4686	\$ 17.2920	\$ 18.1566	\$ 19.0644	\$ 20.0176	\$ 21.0185
Parks Maint Worker II	\$ 18.8948	\$ 19.8395	\$ 20.8315	\$ 21.8731	\$ 22.9668	\$ 24.1151
Utility Worker I	\$ 18.8948	\$ 19.8395	\$ 20.8315	\$ 21.8731	\$ 22.9668	\$ 24.1151
Utility Worker II	\$ 20.4829	\$ 21.5070	\$ 22.5824	\$ 23.7115	\$ 24.8971	\$ 26.1420
Utility Worker III / Mechanic	\$ 23.6048	\$ 24.7850	\$ 26.0243	\$ 27.3255	\$ 28.6918	\$ 30.1264
Utility Worker III / Lead	\$ 23.6048	\$ 24.7850	\$ 26.0243	\$ 27.3255	\$ 28.6918	\$ 30.1264
Sewer/ Water Operator I	\$ 21.3481	\$ 22.4155	\$ 23.5363	\$ 24.7131	\$ 25.9488	\$ 27.2462
Sewer/ Water Operator II	\$ 23.4830	\$ 24.6572	\$ 25.8901	\$ 27.1846	\$ 28.5438	\$ 29.9710
Mechanic	\$ 22.0059	\$ 23.1062	\$ 24.2615	\$ 25.4746	\$ 26.7483	\$ 28.0857

**Memorandum of Understanding
City of Silverton and Public Works Association/Laborer's Local 483
November 7, 2018**

This Memorandum of Understanding is between the City of Silverton ("City") and the Public Works Association/Laborer's Local 483 ("Association"). The parties agree as follows:

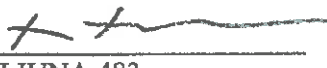
1. The City and Association entered into a Collective Bargaining Agreement (CBA) effective July 1, 2018 through June 30, 2022.
2. Article 13, Section 1. Workweek, states that "the workweek is defined as a seven (7) day period commencing at 12:01 a.m. Monday and ending at 12:00 midnight on Sunday."
3. The parties met, and the Association has agreed to the City's proposal of establishing a workweek definition for all Maintenance Division and Water Quality Division employees, as "a seven (7) day period commencing at 12:01 a.m. Saturday and ending at 12:00 midnight Friday."
4. The remaining language under Article 13, Section 1. Workweek will remain in effect and are not changed or nullified with this Memorandum of Understanding.
5. This Memorandum of Understanding shall be effective for the period of the CBA.

City of Silverton

By 
City Manager

Public Works Association
Laborer's Local 483

By 
President
Brad Jensen
11/9/2018

By 
LIUNA 483
FARRELL R. RIHARTZ
BUSINESS MANAGER