A G R E E M E N T

Between

THE CITY OF CORVALLIS, OREGON

And

THE CORVALLIS EMPLOYEES' ASSOCIATION

Local 2975/Council 75 AFSCME, AFL-CIO

November 1, 1978 through June 30, 1980

AGREEMENT AND PURPOSE

THE PARTIES to this agreement are the City of Corvallis, hereinafter referred to as the CITY, and the Corvallis Employees' Association, Local 2975/Council 75 AFSCME, AFL-CIO, hereinafter referred to as the UNION. It is the intent and purpose of this agreement to provide sound and mutually beneficial working relationships between the parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours and other conditions of employment.

ARTICLE I
Recognition

Section 1.1. The city recognizes the union as the sole and exclusive bargaining agent for the permanent, full-time employees and part-time employees scheduled to work at least 1,040 hours per year in the bargaining unit as determined by an appropriate authority under the applicable procedures for unit determination with respect to wages, hours and other conditions of employment. All currently covered positions are listed in Appendix A which by this reference is hereby incorporated with and made a part of this agreement.

ARTICLE II
Employee Rights

Section 2.1. Employees shall have the right to self-organization, to form, join or assist labor organizations; and to bargain collectively through representatives of their own choosing.

Section 2.2. This agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, or political or religious affiliation. The city and the union shall equally share the responsibility for upholding this provision of the agreement.

Section 2.3. The city agrees not to interfere with the rights of employees to become members of the union and there shall be no discrimination, interference, restraint or coercion by the city or any city representative against any employee because of union membership or because of any employee activity in an official capacity on the behalf of the union or for any other cause.

ARTICLE III
Union Security & Checkoff

Section 3.1. The city and the union agree to a "fair share" agreement for all employees in the bargaining unit effective the first of the month following the thirty days of employment.

Section 3.2. It is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the union, which amount shall be deducted monthly from each union member and each nonunion member's compensation and remitted monthly in the aggregate to the treasurer of the union. It is understood that the fair share amount in lieu of dues shall only be used for the cost of representing members of the bargaining unit and only as directed by the constitution and bylaws of the union and by the majority vote of the membership.

Section 3.3. It is mutually agreed by the parties that a separate election shall be conducted on Section 3.2 of this article. The union will make every reasonable effort to assure that all members of the bargaining unit are notified of the time and location of the election. Should this provision fail to be approved by the electors in the bargaining unit, the parties agree to be covered by the fair share provision included in the 1976-78 contract. The parties agree that Section 3.2 is severable from the remainder of the contract.

Section 3.4. Employees who object to fair share deductions on political and/or ideological grounds may inform the union of such objections. The union shall rebate fair share deductions in excess of representation costs at least annually.

Section 3.5. Any individual employee objection based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member will require such an employee to inform the city and union of his objection. The employee will meet with the representatives of the union and establish a mutually-satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to a nonreligious charity.

Section 3.6. Upon the expressed written request of an employee within the bargaining unit, the city will deduct union membership dues. The written request must be in the form outlined in Appendix B, which by this reference is hereby incorporated with and made a part of this contract. Employees terminating with less than ten working days in any calendar month will not be subject to dues for deduction purposes.

Section 3.7. Such uniform amounts as the union treasurer certifies to the city as the monthly dues approved by the members of the union shall remain as the reasonable amount to be deducted hereunder.

Section 3.8. The city will not be held liable for checkoff errors, but will make proper adjustments with the union for errors within a 30-day period. Provided the city acts in compliance with the provisions of the article, the union, will indemnify, defend and hold the city harmless against any claims made and against any suit instituted against the city as a result of the city's enforcement of the provisions or as a result of any checkoff errors.

ARTICLE IV
Management Rights

Section 4.1. The city retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the city or any part of the city. The rights of the employees in the bargaining unit and the union are limited to those specifically set forth in this agreement; and the city retains all prerogatives, functions and rights not specifically limited by the terms of this agreement. The city shall have no obligation to bargain with the union with respect to any such subjects or the exercise of its discretion in decision-making with regard thereto, any subjects covered by the terms of this agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining. Management rights, except where abridged by specific provisions of this agreement, are not subject to the grievance procedure.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the employer shall include the following:

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

2. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of division, operations or facilities for budgetary or other reasons.

3. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.

4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures.

5. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

6. To assign and distribute work and to designate and assign all work duties.

7. To contract or subcontract work as determined by the city, provided that as to work covered by the bargaining unit the city agrees to afford an opportunity to discuss with the union as to the effect of such action on wages and conditions of employees in the bargaining unit before finalizing or implementing any decision concerning such subcontracting.

8. To assign shifts, work days, hours of work and work locations.

9. To introduce new duties and to revise job classifications and duties within the unit.

10. To determine the need for and the qualifications of new employees, transfers and promotions.

11. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.

12. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for a period to be determined by the employer.

ARTICLE V
City Security

Section 5.1. The union and its members, as individuals or as a group, guarantee they will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdowns, picketing or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their normal duties, will not honor any picket line established by the union or by any other labor organization when called upon to cross such picket line unless personal safety is in immediate jeopardy. Disciplinary action, including discharge, may be taken by the city at any time against any employee or employees engaged in violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the city.

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 attempt to secure an immediate and orderly return to work. The obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this agreement.

Section 5.2. The city agrees during the term of this contract that lockouts of employees shall not be instituted. Nothing in this provision shall be construed to guarantee employees a 40-hour workweek.

ARTICLE VI
Union Representation

Section 6.1. Union representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with

the city for purposes of negotiating labor agreements or adjusting grievances under the procedures defined herein. Employees must have obtained approval from their supervisors prior to engaging in union business on city time. Such approval shall be granted by the supervisor so long as it will not interfere with accomplishment of the employee's assigned work. The city reserves the right to reduce the amount of time paid when, in the city's judgment, such privileges are being abused.

Section 6.2. The union shall have the right to use up to one-third of the space on bulletin boards in city facilities for union-related business.

Section 6.3. The parties agree to the primary principle that union activities will normally be carried on outside of working hours. It is further recognized that there are reasonable limited deviations from this policy such as posting the union notices and distribution of literature which do not require substantial periods of time. Where such activities cannot reasonably be performed outside scheduled working hours and where such activities are performed without disruption of employees' work performance, they are authorized and may be done without loss of pay to the employees involved.

Section 6.4. The city agrees that union representatives accredited by the union shall be accorded reasonable access to nonworking spaces during nonworking time for the purpose of union business, providing that such access does not interfere with the performance by city employees of their duties and further provided that such representatives shall obtain prior approval from the Personnel Officer. The union shall certify in writing the names of the union officers authorized to conduct union business with employees of the bargaining unit. The city may refuse to recognize any such officer until he is so certified.

Section 6.5. Union Officers. Within five (5) days following the election or appointment of any officers of the union local who may from time to time communicate with the city in their official capacity, or may participate in activities on behalf of the union which would require such officer to be absent from work during scheduled working hours, the President of the union shall certify the names and offices of such officers to the city's Personnel Officer. The city may refuse to recognize the authority and prerogatives of any such officer until he is so certified.

Section 6.6. Union Business. The city will allow the union one hundred sixty (160) hours of unpaid leave per year for union representatives to attend union functions other than those listed above so long as their absence does not hamper the normal operations of the departments. When such time off is used, normally notice of no less than ten (10) days will be required. Requests will be in writing to the employee's immediate supervisor on the city's leave request form.

ARTICLE VII
Outside Employment

Section 7.1. Permission to work at outside employment while a full-time employee of the city of Corvallis must be approved by the department head. In order to be approved the outside employment must:

1. Be compatible with the employee's city duties.

2. In no way detract from the efficiency of the employee in city duties.

3. In no way be a discredit to city employment.

4. Not take preference over extra duty required by city employment.

It is understood that the City Manager may, upon reasonable grounds, at any time, revoke permission to hold outside employment.

ARTICLE VIII
Prevailing Benefits

Section 8.1. Only such existing and future work rules and benefits as are specifically covered by the terms of this agreement shall be affected by recognition of the union and the execution of this agreement. The city agrees that no one covered by this agreement shall suffer a loss of compensation or economic benefits by reason thereof.

ARTICLE IX
Wages and Salary

Section 9.1. Wages for employees covered by this agreement from November 1, 1978 to June 30, 1979 shall be in accordance with the schedule set forth in Appendix A attached to this agreement and by this reference hereby incorporated with and made part of this agreement.

Section 9.2. Wages for employees covered by this agreement from July 1, 1979 through June 30, 1980 shall be increased by a percentage equal to the rise in the Portland All Urban Consumers Price Index from March, 1978 to March, 1979 minus one percent with a minimum increase of five percent and a maximum increase of eight percent.

Section 9.3. If, during the life of this agreement, a property tax relief program such as Ballot Measure 6 or some other similar measure is passed by the voters of the State of Oregon, either the city or the union may reopen negotiations over wages only.

Section 9.4. Retroactivity. The wages for the 1978-79 year will be paid retroactive to July 1, 1978 for all time worked between July 1, 1978 and November 1, 1978. Only those members of the bargaining unit employed on November 1, 1978 will be eligible for this retroactivity. This provision also applies to overtime earned between July 1, 1978 and November 1, 1978.

Section 9.5. Proper notice will be given when a position not listed on the salary schedule is established if such classification is assigned to the bargaining unit represented by the union. The notice shall include the classification and pay range for such position. The union shall be afforded an opportunity to meet and discuss the matter. The union will be supplied, upon request, with appropriate classification specifications relating to the position in question. If the union does not object to the city's pay proposal within ten calendar days, the city's proposal will be implemented.

If the union does object to the city's pay proposal, then the matter will be submitted as a grievance at Step IV. Within five days of the Step IV hearing, the parties shall meet to exchange and acknowledge single final offers of settlement of the grievances specifying the preferred salary range for the position in question. The decision of the arbitrator shall be based upon the criteria listed in city Ordinance 75-69, Section 11(2-h), and shall be limited to the selection of either final offer.

ARTICLE X
Hours and Overtime

Section 10.1. Full-time workweek shall be defined as 40 hours; however, the city makes no guarantee of a 40-hour workweek and the hours worked may fluctuate with workload or funding. For the purposes of accumulating fringe benefits, employees in positions scheduled less than the full-time workweek shall accrue in the appropriate proportion of the full-time workweek.

Section 10.2. Employees shall be paid on a monthly rate basis as established for a full-time workweek. In lieu of a monthly rate, the City Manager may fix compensation of any position at an hourly rate.

Section 10.3. Overtime. Overtime shall be defined as time worked in excess of 40 hours in the regularly-scheduled 168-hour workweek. Sick leave, vacation leave and time without pay are not counted as time worked for purposes of calculating hours worked in each workweek. Time worked in excess of 40 hours in a 168-hour workweek resulting from a regularly-scheduled shift change shall not be eligible for overtime payment. Eligible incumbents shall have the prior authorization of the department head for overtime hours worked. Authorized overtime worked shall be compensated by the accumulation of compensatory time at the rate of one and one-half times the hours worked to a maximum of 48 hours, or by cash payment at the rate of one and one-half times the regular hourly rate at the time the overtime was accrued computed to the nearest one-tenth of an hour. Any overtime worked after 48 hours of compensatory time has been accumulated will be paid in cash. Payment in the form of compensatory time or cash will be determined by the city based on the needs of the employee, staffing levels, workloads, budgets and other relevant factors. Upon termination, accumulated compensatory time will be paid in cash. At no time shall overtime be pyramided, compounded, or paid twice for the hours worked.

Overtime will be computed to the nearest one-half hour.

In the event that sufficient personnel do not accept overtime on a voluntary basis, or in the event of an emergency situation where time is of the essence in executing the overtime work, such additional personnel as are deemed necessary by the city may be assigned to work overtime on an assigned basis.

Section 10.4. The following classifications will not be compensated for overtime worked:

Assistant Planner
Senior Citizen Coordinator
Programmer

The above classifications will be credited with 3.33 hours vacation time per month in lieu of overtime compensation.

Section 10.5. Posting of Work Schedules. Work schedules shall be posted on bulletin boards within the work area of affected employees.

Section 10.6. Established work schedules will normally be changed only after reasonable notice is given to the employees. The city may decide in any situation that it deems an emergency to reschedule shifts with less than five days notice. Regular changes in shifts will not be made for the sole purpose of avoiding overtime costs. However, it is recognized that shifts may occasionally be changed to accommodate operating needs which might also avoid overtime costs.

Section 10.7. Continuous Operation Scheduling. Scheduling by the city of shifts for continuous operation is a matter of supervisory discretion based primarily upon the need for staffing qualified and experienced employees where work situations demand. Consistent with such needs, reasonable consideration of employee preference in shift assignments shall be given upon request.

Section 10.8. Reporting Time. Any employee who is scheduled to and does report to work but whose work is not required and where work is not available to him, shall be excused from duty and paid at his regular rate of pay for two hours work unless prior to reporting for duty he was notified that no work would be required.

Section 10.9. Callback Time. In instances where an individual employee is given less than 24 hours notice of callback outside of his/her normal scheduled shift, such employee shall receive overtime credit for all hours worked outside of his normal work schedule.

ARTICLE XI
Holidays

Section 11.1. The following provisions in this article shall apply only to members of the bargaining unit whose regular workweek is 40 hours. Employees working 20 hours per week or more shall accrue holiday time in proportion to the amount of hours worked.

Section 11.2. Holidays

1. New Year's Day (January 1)
2. George Washington's Birthday (Third Monday in February)
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4)
5. Labor Day (First Monday in September)
6. Veteran's Day (November 11)
7. Thanksgiving Day (Fourth Thursday in November)
8. Day after Thanksgiving
9. Christmas Day (December 25)
10. Employee's Birthday
11. A holiday by executive order of the State Governor or Mayor expressly applying to City employees

Section 11.3. When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the previous Friday will be deemed to be a holiday in lieu of the day observed.

Section 11.4. Any employee who is required to work on a holiday shall be given compensatory time off at time and one-half for such time worked. Any employee whose normal day off falls on one of the above holidays will also be granted compensatory time off on a straight-time basis.

Section 11.5. In order to qualify for holiday pay, an employee must have been on the city's payroll for 30 days and must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay.

ARTICLE XII
Vacation Accumulation

Section 12.1. Vacation leave with pay shall accrue on the following basis:

1. Following completion of the six-calendar month probationary period, the employee shall be credited with 48 hours of vacation. Thereafter, vacation shall be accumulated at the following rates:

Months of Service	Annual Accumulation	Monthly Accumulation
7-60 mos. (to 5 yrs.)	96 hrs. (12 days)	8 hrs.
61-120 mos. (5-10 yrs.)	108 hrs. (13.5 days)	9 hrs.
121-181 mos. (10-15 yrs.)	144 hrs. (18 days)	12 hrs.
181-240 mos. (15-20 yrs.)	162 hrs. (20.25 days)	13.5 hrs.
241 mos. & over (20 yrs.& over)	186 hrs. (23.25 days)	15.5 hrs.

2. No vacation time will be allowed for employees during their initial probationary period.

3. A completed calendar month for which benefits herein shall accrue is defined as a calendar month in which the employee has been in pay status for eleven or more working days (eight-hour periods) in that month. Time spent in lay-off status or on leave without pay shall not be considered in computing vacation leave. An employee employed less than 40 hours per week shall accrue vacation in that proportion of the vacation leave for full-time employment as the number of hours per week budgeted in that position bear to the 40-hour week. This does not apply to employees who work less than 20 hours per week.

4. The arranging of a vacation schedule shall be the responsibility of the department head with particular regard to the needs of the city so far as possible. The wishes of the employee and seniority will be taken into consideration.

5. An employee who separates from the service of the city shall receive payment for unused vacation leave to which he would otherwise be entitled as of the date of separation provided that accumulation of vacation leave shall be conditioned upon completion of his probationary period. An employee who for any reason does not complete his probationary period shall receive no credit for vacation leave.

6. For purposes of computing vacation leave duration, the term "working days" shall exclude all holidays which may fall during the period of vacation leave.

7. Vacation leave may be accumulated to a total of 80 hours more than one year's accumulation.

8. Upon termination, an employee may receive compensation in lieu of no more than ten days of vacation leave in excess of one year's accumulation.

ARTICLE XIII
Health, Accident and Dental Insurance

Section 13.1. The city shall contribute to the purchase of insurance for its employees to cover nonoccupational injuries and illnesses. All full-time employees and their dependents are eligible for coverage on the first of the month following 30 days of employment. This program is designed to reduce the financial hardship of employees in case of serious injuries or illnesses.

Section 13.2. The cost of this benefit to the city shall not exceed the following amounts: First year of the agreement: family coverage $80.00 per employee per month; employee plus one dependent coverage $67.00 per employee per month; employee only coverage $26.00 per employee per month. Second year of the agreement: family coverage $88.00 per employee per month; employee plus one dependent coverage $73.00 per employee per month; employee only coverage $28.00 per employee per month.

Section 13.3. The city shall contribute to the purchase of dental insurance for its employees with a cost not to exceed the following amounts: First year of the agreement: family coverage $20.00 per employee per month; employee plus one dependent coverage $12.00 per employee per month; employee only coverage $8.00 per employee per month. Second year of the agreement: family coverage $22.00 per employee per month; employee plus one dependent coverage $13.00 per employee per month; employee only coverage $9.00 per employee per month.

Section 13.4. When the number of employee's dependents increases or decreases, the employee shall notify the city and the city will make the appropriate changes in its contribution.

Section 13.5. The permanent, part-time employees are eligible for city payment not to exceed $26.00 per month for the above insurance.

ARTICLE XIV
Life Insurance

Section 14.1. During the life of this contract, the city will contribute to the purchase of a $5,000 term life insurance benefit policy and a $5,000 accidental death and dismemberment benefit policy for each employee. The cost of this benefit shall not exceed $2.75 per employee per month.

Section 14.2. During the life of the contract, the city will participate with employees to provide a salary continuation plan. The city will contribute $.22 per $100 gross salary per employee per year.

ARTICLE XV
Leaves

Section 15.1. Sick Leave. To reduce the cost of nonoccupational illness and disability, the employee shall accrue sick leave at the rate of eight hours for each full month of service. There shall be a limit of 120 days that can be accrued. Eligibility for sick leave benefits begins after the first thirty days of employment. Unused sick leave shall not be compensated upon termination. Sick leave shall be allowed only when an employee is unable to work because of illness or off-the-job injuries and not for disabilities resulting from outside employment. Sick leave may be used for serious, unexpected illness of the spouse or legal dependents living in the same household subject to prior approval by the employee's supervisor and limited to three days per employee per year. Verification of illness by a doctor's certificate may be requested by the city.

Any employee who is ill, disabled or unable to report for work for any other reason shall notify his immediate supervisor no later than the time scheduled for such employee to report to work. If the employee is incapacitated to an extent that notification is not reasonably possible,

he shall notify his supervisor as soon as possible thereafter. In the case of a continuing illness, disability or inability to report to work for any reason, the employee shall notify his immediate supervisor of the nature of the problem and anticipated duration of his inability to report to work. Should it become necessary that an employee's anticipated duration of leave be extended or be for longer than seven days, the employee shall again notify his immediate supervisor that additional time off will be required and the anticipated duration of such absence. Such notification shall be given weekly. The giving of notification as provided in this section shall not absolve an employee from responsibility for unauthorized leave of absence.

A completed calendar month for which benefits herein shall accrue is defined as a calendar month in which the employee has been in pay status for eleven or more working days (eight-hour periods) in that month. Time spent in layoff status or on leave without pay shall not be considered in computing sick leave. An employee employed less than 40 hours per week shall accrue sick leave in that proportion of the sick leave for full-time employment as the number of hours per week budgeted in that position bear to the 40-hour week.

Section 15.2. Compassionate Leave. In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents), the department head shall grant sufficient time off with pay to make funeral arrangements if necessary and to attend the funeral. A maximum of three working days may be granted if warranted by the situation. Such leave shall not be charged to sick leave accumulation. Leave with pay up to four hours may be granted when an employee serves as a pall bearer.

Section 15.3. Military Leave. A permanent or probationary employee with six months service with the city who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed 15 calendar days in any calendar year. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which he is entitled, providing the employee receives bona fide orders to active or training duty for a temporary period and providing he returns to his position immediately upon expiration of the period for which he was ordered to duty. Leave without pay shall be allowed in accordance with the Oregon state laws for employees entering military service for extended or indefinite periods of active duty.

Section 15.4. Witness or Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his/her control and where such duties can be construed to be in the public interest, he/she will be continued at full salary for the period of required service. All moneys received as witness fees or pay for jury duty must be signed over to the city unless such fees are earned on

employee's days off or during other authorized leave with pay. Employees will be expected to report to work when a less than normal work day is required by jury or witness duties.

Section 15.5. Leave Without Pay. A permanent employee may be granted leave of absence without pay up to one year when the work of his/her department will not be seriously handicapped by his/her absence. Requests for such leaves must be in writing and must establish reasonable justification for approval by the department head or City Manager. Such request will be submitted to the city to allow a reasonable time for review. Response to such a request will be given to allow an employee adequate notice of its disposition prior to the period for which the leave of absence is being requested. Leaves of absence for longer than two weeks must be approved by the City Manager.

Section 15.6. Maternity Leave. Sick leave will be granted to an employee to the extent accrued for that period of time as determined by the employee's physician when the employee is physically unable to work due to childbirth. Leave without pay may be granted for any additional time requested by the employee. In no case shall the leave without pay be granted for more than one year.

Section 15.7. Paternity Leave. Parental leaves without pay may be granted in instances of birth in the immediate family. Length of leave shall be determined between the employee and the family doctor except that in no case shall leave be granted for more than one year. This leave is subject to request and the provisions listed above in Section 15.5.

ARTICLE XVI
Grievance Procedure

Section 16.1. Grievance Definition. For the purposes of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this agreement or about an alleged violation of this agreement. This grievance procedure is established for the sole, express purpose of resolving any disputes relating to this agreement which may arise during the term hereof and shall terminate without qualification upon the expiration date hereof.

Section 16.2. Exclusive Remedy. Grievances shall be initiated and processed in the manner provided for herein which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

Section 16.3. Time Limitations and Procedures. Any or all time limits specified in the grievance procedure are calendar days and may be waived by mutual consent of the parties. Failure of the aggrieved party

to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. Failure by the city to respond to a grievance within the stated time limits shall result in the automatic elevation of that grievance to the next step pursuant to the procedures hereinafter provided.

Section 16.4. Representation. The employee may elect to be represented exclusively by a steward with or without the employee's presence, may elect to have a steward present during the proceedings, or may elect not to be represented by the union in any way. If an employee chooses to present his grievance by himself without union representation, the union shall be notified in writing within 48 hours of receipt of the grievance. Nothing in this article or elsewhere in this agreement shall be construed to permit the union to process a grievance on behalf of any employee without his consent. The union will not process a grievance through this grievance procedure if the same matter is being processed as a grievance, appeal or administrative action before a governmental board, commission or agency, or court proceeding.

Section 16.5. Grievance Procedure.

Step I. The aggrieved employee with or without a designated representative shall discuss the grievance with his/her immediate supervisor outside of the bargaining unit within ten days from the occurrence or reasonable knowledge thereof. The supervisor shall respond to the grievance as quickly as possible, but no later than ten calendar days after the grievance is first discussed.

Step II. If after five calendar days from receipt of the immediate supervisor's reply the grievance remains unresolved, the employee with or without a representative shall submit the grievance or dispute in writing to the employee's immediate supervisor outside of the bargaining unit. The immediate supervisor shall respond in writing to the employee or his designated representative within ten calendar days of the grievance. The written grievance shall include:

a. The name and position of the employee by or on whose behalf the grievance is brought.

b. The date of the circumstances giving rise to the grievance, or the date of the employee's first knowledge thereof if later.

c. A clear and concise statement of the grievance including relevant facts necessary for a full and objective understanding of the employee's position.

d. The specific provision or provisions of the contract alleged to control the proper resolution of the grievance.

e. The remedy or release sought by the employee.

f. The signature of the person submitting the grievance and such person's name and position if other than the aggrieved employee.

Step III. If the grievance has not been settled, it shall be presented in writing by the aggrieved employee or his designated representative to the next appropriate level of supervision within ten calendar days.

Step IV. If the grievance still remains unadjusted, it shall be presented in writing within ten days after the response at Step III is due by the aggrieved employee or his designated representative to the department head with a copy to the Personnel Officer. The department head and/or Personnel Officer shall meet with the employee or his designated representative. The department head or Personnel Officer shall respond in writing to the employee or his designated representative within ten calendar days.

Step V. If the grievance is still unsettled, either party may within ten days after the reply of the department head or Personnel Officer is due, by written notice to the other, request arbitration.

Section 16.6. A list of five members of the American Arbitration Association shall be requested and the parties shall alternately strike one name from the list until only one name is left. The order of striking of names shall be determined by a coin toss; the one remaining shall be the arbitrator. One day shall be allowed for the striking of each name. The parties will negotiate a mutual statement stipulating the issue or issues to be submitted to arbitration.

The arbitrator shall render a decision within thirty days; however, the arbitrator shall be limited to interpreting this agreement and determining whether it has been violated. He shall have no authority to alter, modify, vacate or amend any terms of this agreement or to decide on any condition which is not specifically in this agreement. The decision of the arbitrator shall be final and binding upon both parties. The scope of the arbitration shall be limited to the issues of fact as raised by the parties during the formal grievance procedure or at any subsequent meetings of the parties prior to arbitration. Neither of the parties shall submit any new, factual information or evidence in arbitration which was not submitted previously in the formal grievance procedure or any subsequent meetings between the parties prior to arbitration. If, prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the fourth step of this procedure. This meeting shall not result in a delay of the arbitration hearing unless mutually stipulated.

The cost of the arbitrator shall be shared equally by the parties. Each party shall be responsible for costs of presenting their own case to arbitration.

ARTICLE XVII
Educational Reimbursement

Section 17.1. The city encourages all employees to continue to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

a. For courses taken at the request of the city, the full cost of tuition and books will be paid by the city.

b. For job-related courses taken on the employee's own initiative, the city shall reimburse the employee not less than 25 percent nor more than 50 percent of the cost of tuition.

c. In the event that an employee leaves the employ of the city prior to completion of one year of service following completion of the course, the reimbursement under item "b" above will be deducted from his final paycheck.

d. All applications for educational reimbursement must be approved by the Personnel Officer prior to the employee taking the course, and the employee must receive a passing grade of "C" or above in the course to be eligible for reimbursement.

ARTICLE XVIII
Acting in Capacity

Section 18.1. An employee designated in writing by the city to act in the capacity of a vacant position higher than his permanent classification shall receive compensation at Step A of the higher classification or a one step increase in his permanent classification whichever is greater if the acting in capacity assignment lasts longer than 10 consecutive working days. Such compensation will be retroactive to the first day assigned to the position.

Section 18.2. This article shall not apply to any employee working in a job-related training program. The employee may request that the duration of the training program be specified in writing prior to entering into the program.

Section 18.3. An employee who is designated to act in capacity outside of the bargaining unit as provided for above shall remain a member of the bargaining unit.

Section 18.4. The city agrees to designate acting in capacity in writing when they have assigned such duties.

Section 18.5. If the city fails to designate acting in capacity, the employee shall have cause for a grievance.

ARTICLE XIX
Layoff

Section 19.1. A "layoff" means a reduction in the department workforce. In the event of a reduction in workforce, layoffs will be made within each job classification on the basis of seniority within the affected job classification so long as the senior employees, in the city's judgment, possess qualifications, occupational skills and ability to perform the work equal to those of less senior employees of that classification. Except in unusual circumstances, employees shall be given at least one week's notice of layoff. An employee laid off from his job classification shall be entitled to displace an employee in a lower classification within the same job category provided the displacing employee has greater seniority and in the city's judgment possesses qualifications, occupational skills and the ability to perform the work equal to the employee he would displace.

Employees recalled within twelve months shall be recalled by seniority unless special occupational skills are required in the city's judgment.

ARTICLE XX
Probationary Period

Section 21.1. Purpose. 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 an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose performance fails to meet required work standards.

Section 21.2. Duration of Probationary Period. Every new employee hired in the bargaining unit shall serve a probationary period not to exceed six months. Employees promoted into a higher classification shall serve a probationary period of six months.

Section 21.3. The union recognizes the right of the city to terminate new employees on probationary status for any reason without appeal 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 assignments of on-the-job training, cross-training in other classifications, the assignment to educational courses and training programs, and the requirements that such employees attend training programs.

ARTICLE XXI
Affirmative Action Plan

Section 21.1. It is agreed that the union and the city will not discriminate in employment relations against any employee because of sex, race, age, national origin, marital status, mental or physical handicap, religion or political affiliation unless based upon a bona fide occupational qualification. It is also agreed that the union will support the city in achieving the goals of the city's Affirmative Action Plan.

ARTICLE XXII
Productivity

Section 22.1. The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the city and the union. Maximized productivity is recognized to be a mutual obligation to both parties within their respective roles and responsibilities. Work procedures, schedules and assignments or any other means of increasing productivity may be established and/or revised from time to time at the discretion of the city so long as no right guaranteed employees under this agreement is violated. The parties may agree to meet at mutually convenient times to discuss the means of increasing productivity.

ARTICLE XXIII
Discipline and Discharge

Section 23.1. Discipline for permanent employees will normally be progressive beginning with oral reprimand and proceeding to written reprimand, suspension or demotion, and finally to discharge. Some alternate forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. When violation of a city policy or practice is of a serious enough nature, an employee may be suspended or discharged without prior disciplinary warnings.

Section 23.2. Discipline and discharge will not be arbitrary, in bad faith or without just cause.

ARTICLE XXIV
Rest Periods

Section 24.1. All employees' work schedules shall provide for a paid fifteen- minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Section 24.2. Employees who for any reason work beyond their regular quitting time shall receive a fifteen-minute rest period before

they start work on the next succeeding shift if it is anticipated by supervision that the overtime is expected to extend a minimum of two hours.

ARTICLE XXV
Meal Periods

Section 25.1. Employees shall receive a lunch period during each work shift. Whenever possible, lunch periods shall be scheduled at the middle of the shift.

ARTICLE XXVI
Cleanup Time

Section 26.1. Whenever in the supervisor's judgment it is essential for employees to cleanup or change clothes before leaving work, they shall be granted up to fifteen minutes personal cleanup time prior to the end of each work shift. The city shall continue to provide facilities for the employee's cleanup time. Neither party to this contract shall construe "cleanup time" to mean "quitting early time" or "leave early time."

ARTICLE XXVII
Seniority

Section 27.1. Definition. Seniority means an employee's length of continuous service with the employer since his/her last day of hire.

Section 27.2. Posting of Jobs. In the event a position becomes vacant in a division or department, all affected employees shall be notified of such vacancy by posting of a notice on a bulletin board. Except in emergencies, an appointment to fill a vacancy will not be made until five working days following issuance of the flyer.

Section 27.3. In an instance where the city determines that two or more employees are equal in performance, fitness and job skills relative to bargaining unit positions, the city agrees to recognize and consider seniority as a factor in determining promotion or permanent transfer from one position to another.

ARTICLE XXVIII
Term of Agreement - Termination

Section 28.1. This agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

Section 28.2. This agreement shall be effective as of November 1, 1978 and shall be binding upon the city, the union and its members and shall remain in full force and effect through June 30, 1980.

Section 28.3. The parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the city and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the city's direction and control.

Section 28.4. After June 30, 1980 this agreement shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the city or the union gives written notice to the other not later than January 1 next prior to the aforesaid expiration date of the agreement of its desire to modify the agreement. The agreement shall remain in full force and effect during the period of negotiations except for the strike provision of Article V. However, should a strike occur this agreement becomes null and void during the period of the strike.

ARTICLE XXIX
Modification

Section 29.1. If either party wishes to modify, amend, add to or delete any of the provisions of this agreement, they shall give written notice to the other party on or before January 1 of each year. However, both parties must agree before modification, amendments, additions or deletions will be negotiated.

ARTICLE XXX
Savings Clause

Section 30.1. In the event any Article, Section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

IN WITNESS WHEREOF, the parties to this agreement have executed the same by their officers and agents as duly authorized on this _____ day of _____, 1978.

FOR THE CITY OF CORVALLIS

BY: _____
City Manager

BY: _____
Personnel Officer

FOR THE CORVALLIS EMPLOYEES' ASSOCIATION
Local 2975/Council 75 AFSCME, AFL-CIO

BY: _____
Bob O'Brien, President

BY: _____
Julie Staten, Vice President

_____
Deputy City Attorney
Approved as to Form

APPENDIX A

Employees covered by this agreement shall be paid within the following salary ranges for the period from November 1, 1978 through June 30, 1979:

Range	Classification	Step A	Step B	Step C	Step D	Step E	Step F
5	Auto Shop Helper	$ 613	$ 633	$ 654	$ 675	$ 701	$ 724
6	Clerk Typist	675	701	724	747	774	802
6	Clerk II	675	701	724	747	774	802
6	Receptionist	675	701	724	747	774	802
6	Secretary I	675	701	724	747	774	802
7		712	735	760	787	815	844
9	Steno Matron	724	747	774	802	829	859
9	Court Clerk	724	747	774	802	829	859
9	Parking Meter Attendant	724	747	774	802	829	859
9	Data Entry Operator I	724	747	774	802	829	859
10	Secretary II	747	774	802	829	859	889
10	Records Clerk	747	774	802	829	859	889
11	Account Clerk	774	802	829	859	889	922
11	Police Dispatcher	774	802	829	859	889	922
11	Library Clerk	774	802	829	859	889	922
12	Auto Service Person	809	838	868	899	930	965
13	Custodian	829	859	889	922	955	989
13	Data Entry Operator II	829	859	889	922	955	989
14	Engineering Aide	838	868	899	930	965	1001
14	Construction & Maintenance Worker I	838	868	899	930	965	1001
14	Administrative Secretary	838	868	899	930	965	1001
15	Animal Control Officer	889	922	955	989	1026	1063
16	Park Maintenance Worker	899	930	965	1001	1036	1073
16	Construction & Maintenance Worker II	899	930	965	1001	1036	1073
16	Mechanic I	899	930	965	1001	1036	1073
17	Administrative Aide	922	955	989	1026	1063	1100
17	Senior Account Clerk	922	955	989	1026	1063	1100
17	Planning Technician	922	955	989	1026	1063	1100
18		930	965	1001	1036	1073	1114
19	Parking Meter Technician	955	989	1026	1063	1100	1142
20	Water Service Person	989	1026	1063	1100	1142	1183
20	Water Plant Operator I	989	1026	1063	1100	1142	1183
20	Wastewater Treatment Plant Operator I	989	1026	1063	1100	1142	1183
20	Engineering Technician I	989	1026	1063	1100	1142	1183
20	Pumping & Controls Operator	989	1026	1063	1100	1142	1183
20	Electronics Technician I	989	1026	1063	1100	1142	1183
21	Construction & Maintenance Worker III	1001	1036	1073	1114	1154	1195
21	Maintenance Technician	1001	1036	1073	1114	1154	1195
22	Water Utility Person	1026	1063	1100	1142	1183	1227
22	Water Meter Repair Person	1026	1063	1100	1142	1183	1227
22	Sweeper Operator	1026	1063	1100	1142	1183	1227
22	Cross Connection Inspector	1026	1063	1100	1142	1183	1227
22	Storekeeper	1026	1063	1100	1142	1183	1227
22	Lab Technician	1026	1063	1100	1142	1183	1227

Range	Classification	Step A	Step B	Step C	Step D	Step E	Step F
23	Engineering Technician II	$1037	$1073	$1114	$1154	$1195	$1238
23	Home Improvement Advisor	1037	1073	1114	1154	1195	1238
23	Sign Technician	1037	1073	1114	1154	1195	1238
24	Librarian I	1043	1080	1119	1161	1203	1248
25	Accountant	1063	1100	1142	1183	1227	1271
25	Programmer	1063	1100	1142	1183	1227	1271
25	Mechanic II	1063	1100	1142	1183	1227	1271
25	Planner I	1063	1100	1142	1183	1227	1271
25	Equipment Operator	1063	1100	1142	1183	1227	1271
25	Instrument Technician	1063	1100	1142	1183	1227	1271
25	Maintenance Mechanic	1063	1100	1142	1183	1227	1271
25	Water Plant Operator II	1063	1100	1142	1183	1227	1271
25	Wastewater Treatment Plant Operator II	1063	1100	1142	1183	1227	1271
25	Senior Citizen Coordinator	1063	1100	1142	1183	1227	1271
26	Lead Worker	1100	1142	1183	1227	1271	1317
26	Electronics Technician II	1100	1142	1183	1227	1271	1317
27	Engineering Technician III	1114	1154	1195	1238	1283	1332
28	Construction Inspector	1142	1183	1227	1271	1317	1367
28	Building Inspector I	1142	1183	1227	1271	1317	1367
28	Construction & Maintenance Foreman	1142	1183	1227	1271	1317	1367
29	Assistant Planner	1227	1271	1317	1367	1416	1469
30	Building Inspector II	1271	1317	1367	1416	1469	1524
30	Civil Engineer I	1271	1317	1367	1416	1469	1524
31		1317	1367	1416	1469	1524	1582
32	Civil Engineer II	1416	1469	1524	1582	1641	1702

HOURLY CONVERSION TABLE

Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
$613	$3.54	$889	$5.13	$1154	$6.66
633	3.65	899	5.19	1161	6.70
654	3.77	922	5.32	1183	6.83
675	3.89	930	5.37	1195	6.90
701	4.05	955	5.51	1203	6.94
712	4.11	965	5.57	1227	7.08
724	4.18	989	5.71	1238	7.14
735	4.24	1001	5.78	1248	7.20
747	4.31	1026	5.92	1271	7.33
760	4.39	1036	5.98	1283	7.40
774	4.47	1037	5.98	1317	7.60
787	4.54	1043	6.02	1332	7.69
802	4.63	1063	6.13	1367	7.89
809	4.67	1073	6.19	1416	8.17
815	4.70	1080	6.23	1469	8.48
829	4.78	1100	6.35	1524	8.79
838	4.84	1114	6.43	1582	9.13
844	4.87	1119	6.46	1641	9.42
859	4.96	1142	6.59	1702	9.82
868	5.01				

APPENDIX B

Name of Organization: _____ Employe No. _____

Date of Authorization: _____

Amount of Authorization: $_____

For City use, do not write above this line

CITY OF CORVALLIS
Employe Organization Membership Dues
Payroll Deduction Authorization Form

I, _____ , having voluntarily elected to become a member of _____ , do hereby authorize the City of Corvallis as my employer to deduct from my accrued earnings the amount of $_____ (Amount of dues only) per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made.

I agree to indemnify, defend and hold the City harmless against any claims made or suits instituted against the City of Corvallis as a result of this authorization.

I understand that I may withdraw this authorization or amend the amount of dues deduction as provided in the terms of the applicable labor agreement.

Signed: _____ (Name of Employe) Date: _____ (Month - Day - Year)

Name of Employe Organization: _____