A BRIGHTER FUTURE

IN THE WORKS



AFSCME

LOCAL #2975

and

CITY OF CORVALLIS

SEPTEMBER 1984 - JUNE 1987

CORVALLIS CITY HALL
501 S.W. MADISON AVENUE
POST OFFICE BOX 1083
CORVALLIS, OREGON 97339-1083

EMPLOYEE RELATIONS DEPARTMENT (503) 757-6902

LETTER OF INTENT

This letter is written for the purpose of developing a mutual understanding and explaining the reasons surrounding changes in the contract between the City of Corvallis and the American Federation of State, County, and Municipal Employees Local 2975, Council 75, for the period July 1, 1984 through June 30, 1987.

One of the issues raised during the negotiations was the scope of Article IV, Management Rights of the Collective Bargaining Agreement dated September 17, 1980. The negotiating teams for

both parties realized that the current management rights clause was duplicative and redundant. On September 1, 1984, the parties agreed to remove the following language from Article IV of the Agreement:

> "The City shall have no obligation to bargain with the Union with respect to any subjects or the exercise of its discretion in decision making with regard thereto. Any subjects covered by the term of this Agreement are closed to further bargaining for the term hereof, as well as 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."

Except for the provision pertaining to the grievability of management rights, the parties agree that their intention in excising this language from the contract is to reduce duplicative language contained in other provisions of the collective bargaining agreement and in no way changes the substantive rights or obligations of the parties as expressed in the remainder of the management rights clause and other provisions of the agreement. The parties agree that this Letter of Intent may be utilized by either party in any subsequent contested case or arbitration proceeding arising out of the interpretation of the collective bargaining agreement.

This letter is dated this 25th day of January, 1985.

Ruth A Shuck
RUTH SHUCK
HUMAN RESOURCE
SERVICES MANAGER

Ellen Chambers
ELLEN CHAMBERS
PRESIDENT,
AFSCME LOCAL 2975

Approved as to form:

CITY ATTORNEY

AGREEMENT

Between

THE CITY OF CORVALLIS, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES LOCAL 2975,
COUNCIL 75

September 1, 1984

through

June 30, 1987

INDEX OF CONTENTS

	Article	Page
Acting in Capacity	XIX	50
Agreement and Purpose		2
City Security	III	5
Clean-Up Time	XI	29
Contracting Out	XXIX	64
Discipline and Discharge	XXVII	61
Educational Reimbursement	XXII	54
Employee Rights	V	10
Grievance Procedure	VIII	17
Health and Dental Insurance Benefits	XX	51
Holidays	XIV	39
Hours of Work and Overtime	IX	24
Job Classification and Wage Adjustments	XVII	46
Leaves	XII	30

	Article	Page
Management Rights	IV	7
Organization Effectiveness	VII	14
Other Insurance Benefits	XXI	53
Outside Employment	XV	42
Posting Job Vacancies	XXIII	55
Prevailing Benefits	XXX	67
Probationary Period	XXIV	56
Recognition	I	1
Reduction in Force, Layoff	XXVI	59
Rest Periods/Meal Periods	X	28
Safety	XXVIII	63
Savings Clause	XXXI	67
Seniority	XXV	58
Shift Differential	XVIII	48
Term of Agreement	XXXII	68
Union Representation	VI	11
Union Security and Checkoff	II	2
Vacation Accumulation	XIII	36
Wages	XVI	43

AGREEMENT AND PURPOSE

THE PARTIES to this Agreement are the CITY OF CORVALLIS, hereinafter referred to as the CITY, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 2975, COUNCIL 75, 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 1
Recognition

Section 1.1. The City recognizes the Union as the sole and exclusive bargaining agent for employees scheduled to work at least one thousand forty (1,040) hours per year without interruption in a position determined to be part of this bargaining unit by an appropriate authority under the applicable procedures for unit determination

with respect to wages, hours, and other conditions of employment.

Section 1.2. Persons employed in supervisory, confidential, seasonal, or casual positions are excluded from the bargaining unit.

Section 1.3. The City will not terminate the employment, or change an employee's assignment, for the sole purpose of avoiding the provisions of this article.

Section 1.4. The City will provide the Union with a monthly list of hires and terminations of employees in nonexcluded positions, showing the name, date, position, and nature of employment.

ARTICLE II
Union Security and Checkoff

Section 2.1. The City will not interfere with the rights of the 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 behalf of the Union.

Section 2.2. The City and the Union agree to a "fair share" Agreement for all employees in the bargaining unit as defined in Article II.

Section 2.3. Each employee who on July 1, 1980, or any date thereafter is an employee of the City and a member of the bargaining unit for which the Union serves as a certified agent, but who is not a member and chooses to remain not a member of the Union, and inasmuch as it is required that the Union represent every employee within the bargaining unit, making each employee thus a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost for employees is fixed proportionately at the same amount as membership dues per month, which amount shall be deducted monthly from the compensation of each bargaining unit member who is not a member of the Union. This money will be 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 as directed by the Constitution and Bylaws of the Union and by the majority vote of the membership.

Section 2.4. 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 any such employee to inform the City and the Union of his/her objection. The employee will meet with the representatives of the Union and establish a mutually satisfactory arrangement for distribution of an amount of money equivalent to the fair share amount to a nonreligious charity.

Section 2.5. Upon the expressed, written request by an employee within the bargaining unit, the City will deduct Union membership dues. The written request must be in the form outlined in Appendix A, which by this reference is hereby incorporated into and made a part of this contract. Employees terminating with less than ten (10) working days in any calendar month will not be subject to deduction of dues.

Section 2.6. 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 2.7. 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 this 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 of this article or as a result of any checkoff errors.

ARTICLE III
City Security

Section 3.1. The Union and its members, as individuals or as a group, guarantee they will not initiate, cause, permit, 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 estab-

lished 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.

Section 3.2. 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 make every reasonable effort 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 procedures of this Agreement.

Section 3.3. 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 forty (40) hour work week.

Section 3.4. In the event the parties enter into negotiations during the term of the Agreement for the purpose of modifying wages, it is understood that the City and the Union are not bound by the provisions contained herein prohibiting strike or lockout, so long as the appropriate procedures and laws governing collective bargaining are followed.

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 this 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.

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

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

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

c. To determine the need for reduction or increase in the work force, and the implementation of any decision with regard thereto.

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

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

f. To assign and distribute work and designate and assign all work duties.

g. To contract or subcontract work as determined by the City, subject to the provisions of Article XXIX.

h. To assign shifts, workdays, hours of work, and work locations.

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

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

k. 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 City.

ARTICLE V
Employee Rights

Section 5.1. Both parties agree that this Agreement shall be enforced in a fair and impartial manner in any employer/employee relationship and neither party shall be arbitrary or capricious in the application or interpretation of the terms of this Agreement.

Section 5.2. 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 5.3. 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 5.4. 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 VI
Union Representation

Section 6.1. The Union President shall certify in writing the names, office, and business address of the Union representatives authorized to conduct Union business with employees of the bargaining unit, and authorized to represent the Union to the City. The City may refuse to recognize any such representative until he/she is so certified.

Section 6.2. The City agrees that Union representatives certified by the Union President shall be afforded reasonable access to nonworking spaces during nonworking time for the purpose of

Union business, provided such access does not interfere with the performance by City employees of their duties and further provided that such officers shall obtain prior approval from the appropriate supervisor. The parties agree to the primary principal that Union activities will normally be carried on outside of working hours. However, it is further recognized that there are reasonable limited deviations from this policy such as posting Union notices and distributing 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, such activities may be carried out without loss of pay to the employees involved, provided such activities are authorized by the appropriate supervisor.

Section 6.3. Union representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with the City for the purposes of negotiating labor Agreements or adjusting grievances under the procedures defined herein. Employees must have obtained an approval from their supervisors prior

to engaging in Union business on City time on the appropriate form designated "Record of Time Lost for Union Business." 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 6.4. 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 requested, 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 and must be approved by the Human Resource Services Department.

Section 6.5. The Union shall have the right to use up to one-third of the space on designated bulletin boards in City facilities for Union-related business. Items posted must include the

following: date posted and date material is to be removed. For posting of materials that are non-Union business, the Human Resource Services Manager must give approval prior to posting.

ARTICLE VII
Organization Effectiveness

Section 7.1. Joint Advisory Team. The parties agree to create and participate in the activities of a joint advisory team (JAT) for the purpose of facilitating the identification and exploration of opportunities for improving organizational effectiveness.

The JAT is created to ensure that problems and opportunities for improvement have a forum and are addressed in a timely and cooperative manner. The JAT will develop processes to improve communication between employees and management. It is hoped these processes will increase involvement and understanding of the organization.

It is recognized that the JAT will act in an advisory capacity only. The JAT is not a decision making body, and its recommendations are not binding, nor does the JAT replace other existing processes such as the grievance procedure or collective bargaining.

Section 7.2. Membership. The JAT consists of:

Three members of bargaining unit, two of which shall be union officers.

Three members of management team, at least one member shall not be a department head.

The terms of membership will be as shown below except as they may be replaced as a result of job assignment or Union elections:

Union Officers - one (1) year term, October through September.

Bargaining Unit Member-at-Large - two (2) year term, expiring in March.

Two Management Members - one (1) year term, October through September.

One Management Member - two (2) year term, expiring in March.

Should these positions on JAT be vacated mid-term, management will appoint replacements to management positions and AFSCME will appoint replacements to bargaining unit.

Section 7.3. Scope of Responsibility. Issues of any nature may be brought up for consideration by JAT. If JAT determines the issue to be within its scope of responsibility, consistent with the purpose, a process for decision making or resolution will be recommended.

JAT will not be involved in the grievance procedure, although it may be involved in issues brought to its attention because of a grievance.

Section 7.4. Effect of Participation on Wages. Since participation in JAT is viewed as mutually desirable for the City and AFSCME, no person will be penalized for, or benefit from,

participation in this group. Therefore, members of JAT will not suffer loss of pay for time spent conducting JAT business during their regular scheduled work shift, nor will any member of JAT receive pay for time spent conducting JAT business outside their regular scheduled work shift.

Section 7.5. JAT members will meet once each month and at other times as may be necessary. Meetings will be scheduled in a manner to ensure appropriate notice to supervisors and in a way which lessens the impact on work units of JAT members being absent from their duties.

ARTICLE VIII
Grievance Procedure

Section 8.1. Grievance Definition. For the purpose 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.

Section 8.2. Time Limits and Procedures. Any or all time limits in the grievance procedure may be waived by mutual written consent of the

parties. Failure of the aggrieved party to submit or process a grievance in accordance with the time limits shall constitute abandonment of the grievance. Failure of the City to respond to the grievance within the stated time limits shall result in the automatic elevation of the grievance to the next step pursuant to the procedures hereinafter provided. Any or all time limits specified in the grievance procedure are calendar days.

Section 8.3. Representation.

a. Employees shall have the right to be represented by the Union at any step of the grievance procedure. If an employee chooses to represent him/herself, a copy of the grievance and the response at any step shall be forwarded to the Local's President within the time limits set forth herein.

b. It is recognized by the City that shop stewards are desirable for the proper administration of the terms of this contract. The Union may appoint a steward from among its active employee members in each department or division. The Union shall provide

the City with written certification of official shop stewards. In addition to the foregoing stewards, there shall be a Chief Steward of the Union Local.

c. If requested to, stewards shall have the right and duty to represent individual employees within the bargaining unit for which the Union is the certified representative, with respect to grievances as defined herein.

d. The Union may request the Chief Steward to consult with a new steward on a particular problem. The Chief Steward may represent a steward in the processing of that steward's own grievance at any step.

e. No steward shall leave his/her duty or work station for purposes connected with his/her office of steward without the specific approval of his/her supervisor or other authorized management official.

f. All grievance proceedings, where practicable, shall be held during the regular hours when City Hall is open, on City

premises, and without loss of pay or recrimination to the aggrieved party and/or designated representative. It is understood that the City will not incur overtime liability as a result of such proceedings or investigations.

g. Certified Union stewards shall be granted time to investigate and process grievances, and to attend meetings with the City without loss of pay during working hours.

h. Union stewards and representatives shall have the right to inspect and obtain copies of all information pertaining to an employee upon written consent of that employee.

Section 8.4. Grievance Procedure. If a dispute about the meaning or interpretation, or about an alleged violation, of this Agreement arises and is not resolved through informal means, a grievance may be submitted in writing, in accordance with the following procedure:

Step One. Within fifteen (15) calendar days of the occurrence of the action giving rise to the dispute (or reasonable knowledge thereof), the written grievance must be submitted to the aggrieved employee's department. The grievance may be submitted to the employee's supervisor or to the Department Manager, and must include:

- A statement of the action (and date thereof) giving rise to the grievance and all relevant facts; and

- Provisions of the agreement which are in dispute or alleged to have been violated; and

- Remedy sought; and

- Name, position, and department of the grievant.

The department will investigate and consider the grievance and will respond in writing to the grievant within fifteen (15) calendar days of receipt of the grievance. The Union will be provided with a copy of the response.

Step Two. If the grievance has not been resolved in Step One, or the department has not responded in a timely manner, the grievance may be submitted to the Human Resource Services Department. It must be submitted within fifteen (15) calendar days of the Step One response or failure to respond. The Human Resource Services Department will investigate and consider the grievance and will respond in writing within fifteen (15) calendar days of receipt of the grievance; or, at the request of either party the Human Resource Services Department shall meet with the grievant and Union representatives at a mutually agreeable time and furnish a written response within seven (7) days. Both the grievant and the Union will be provided with copies of written responses.

Step Three. If the grievance has not been resolved in Step Two, or the Human Resource Services Department has not responded in a timely manner, the grievance may be submitted to binding arbitration.

The submitting party must provide written notice of intent to arbitrate within

fifteen (15) calendar days of the Step Two response or failure to respond, and must request a list of five (5) arbitrators from the Oregon Employment Relations Board, State Mediation and Conciliation Service. Upon receipt of the arbitrator list, final selection shall be made by the parties alternately striking one name from the list until one name remains. The order of striking shall be determined by a coin toss. The arbitrator shall begin the hearing as soon as possible, and shall render a decision within a time frame agreeable to the parties and the arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and he/she shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator's decision shall be final and binding on the parties. The losing party shall bear all costs of arbitration. If, however, either party desires a verbatim transcript of

the arbitration proceeding, it may cause such a record to be made, providing the requesting party pays for the transcript and makes copies available to the other party and the arbitrator.

ARTICLE IX
Hours of Work and Overtime

Section 9.1. Workweek. The normal workweek for permanent full-time employees is forty (40) hours, however the City makes no guarantee of a forty (40) hour workweek. As far as practicable, this workweek conforms with established hours of business. This conformity shall not interfere with special time schedules governing departments operating more than eight (8) hours each calendar day. Nor shall this provision be construed as prohibiting part-time employment, rotating, staggered, or shortened work periods, or shift work for continuous operations.

It is understood that the City will not make major changes in current practice with respect to scheduling of workweeks without consulting with the affected employees and the Union with the

intent of accommodating the desires of affected employees to the extent such accommodation is consistent with operational requirements.

Section 9.2. Posting of Work Schedules. Work schedules shall be posted on bulletin boards within the work area of affected employees.

Section 9.3. Change in Work Schedules. Established work schedules will normally be changed only after reasonable notice is given to employees. The City may decide in any situation that it deems an emergency, and may reschedule shifts without notice in those cases. 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 9.4. Overtime. Overtime shall be defined as time worked in excess of the forty (40) hour workweek (or other regularly scheduled workweek in the case of continuous operations or rotating shifts). Leaves of absence, disciplinary suspensions, or other authorized absences are not counted for purposes of calculating hours

worked. Approved sick leave, compensatory time off, and vacation leave are counted, however. Time worked in excess of the regularly scheduled workweek resulting from regularly scheduled shift changes shall not be eligible for overtime payment.

Section 9.5. Eligibility for Overtime. To be eligible for overtime payment, employees must have prior authorization of the appropriate supervisor for overtime worked.

Section 9.6. Overtime Payment. Authorized overtime worked shall be compensated by the accumulation of compensatory time at the rate of one and one-half (1-1/2) times the hours worked to a maximum of forty-eight (48) hours, or by cash payment at the rate of one and one-half (1-1/2) times the regular hourly rate at the time the overtime is worked, computed to the nearest one-half (1/2) hour. Any overtime worked after forty-eight (48) hours of compensatory time has been accumulated will be paid in cash. Payment in the form of compensatory time or cash will be at the discretion of the City. 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.

Section 9.7. Voluntary Overtime. Overtime work will be voluntary except in cases of emergencies or when urgent operational needs cannot reasonably be met without requiring overtime.

Section 9.8. Callback Pay. Any employee called back, with less than twenty-four (24) hours notice to work outside his normally scheduled shift will be compensated for such time at a rate of one and one-half (1-1/2) times his/her regular straight-time rate, either by overtime payment or compensatory time off. In addition, any employee called back under this section shall be guaranteed a minimum of two (2) hours' work or pay at one and one-half (1-1/2) times the employee's straight-time rate. That is to say, if the callback work assignment and the employee's regular shift overlap, the employee shall be paid the callback rate until he/she completes a minimum of two (2) hours' work, or until his/her regular shift begins, whichever is greater, and the balance of his/her shift will be at the regular straight-time rate. The City shall have the right to assign work for the full

two (2) hours for employees who are called back, or to exercise multiple callbacks without additional payment, so long as the multiple callbacks occur within two (2) hours.

Section 9.9. Reporting Pay. Any employee who is scheduled to and does report to work but whose work is not required or available to him/her, shall be excused from duty and paid at his/her regular rate of pay for two (2) hours' work, or the number of hours actually worked, whichever is greater, unless prior to reporting for duty he/she was notified that no work would be required.

ARTICLE X
Rest Periods/Meal Periods

Section 10.1. Employees' work schedules shall provide for a paid fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled near the middle of each one-half (1/2) shift whenever this is feasible.

Section 10.2. Employees who for any reason work beyond their regular quitting time shall receive a fifteen (15) minute rest period before they start work on the next succeeding shift if it is anticipated by the supervisor that the overtime is expected to extend a minimum of two (2) hours.

Section 10.3. Employees shall receive a meal period during each work shift. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

ARTICLE XI
Clean-Up Time

Section 11.1. When necessary, employees shall be granted a reasonable personal clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision.

ARTICLE XII
Leaves

Section 12.1. Sick Leave.

a. To reduce the cost of nonoccupational illness and disability (including pregnancy and childbirth-related illness and disability), the employee shall accrue sick leave at the rate of eight (8) hours for each full month of service. There shall be a limit of one hundred twenty (120) days that can be accrued. Eligibility for sick leave benefits begins after the first thirty (30) days of employment.

b. Unused sick leave shall not be compensated upon termination. Upon termination, one-half (1/2) of the employee's unused sick leave will be converted to the Public Employes Retirement System (PERS) in accordance with PERS rules.

c. Sick leave shall be allowed when an employee is unable to work because of illness or off-the-job injury but not for disabilities resulting from outside employment.

Sick leave may also be used when needed because of illness of family members living in the same household. Sick leave may also be used for purposes of medical and dental appointments so long as the City has prior notice. Should the City have reason to believe sick leave is being abused, verification of illness may be required for future usage.

d. 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/she shall notify his/her 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/her immediate supervisor of the nature of the problem and anticipated duration of his/her 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 (7)

days, the employee shall again notify his/her 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.

e. 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 (11) or more working days (eight (8) hour periods) in that month. Time loss due to on-the-job illness or accident shall be counted as time in pay status, to a maximum of three (3) calendar months, for accrual purposes. Time spent in layoff status or on leave without pay shall not be considered in computing sick leave accrual. An employee employed less than forty (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 forty (40) hour week.

Section 12.2. Bereavement 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, and legal dependents residing in household), the department manager shall grant up to four (4) days off with pay as bereavement leave, which shall not be charged against sick leave. If more time off is needed, bereavement leave may be supplemented by use of vacation or compensatory time. Leave with pay up to four (4) hours may be granted when an employee serves as a pall bearer.

Section 12.3. Military Leave. A permanent or probationary employee with six (6) 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 fifteen (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/she is entitled, providing the employee receives bona fide orders to active or training duty for a

temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she 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 12.4. 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 working day is required by jury or witness duties.

Section 12.5. Leave of Absence. A permanent employee may be granted leave of absence without pay up to one (1) 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 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.

Section 12.6. Parental Leave. Parental leaves without pay may be granted in instances of birth in the immediate family. Length of leave shall be determined between the City, the employee, and the family doctor except that in no case shall leave be granted for more than one (1) year. This leave is subject to request and the provisions listed above in Section 12.5.

Section 12.7. Leave for Official Union Position. One (1) permanent employee per year may be granted leave of absence without pay up to six (6) months to accept an official office with American Federation of State, County, and Municipal Employees 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 and Human Resource Services 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. Such requests will not be unreasonably denied. If the City denies an employee's request for leave for an official Union position, the matter shall automatically be entered at the third step of the grievance procedure.

ARTICLE XIII
Vacation Accumulation

Section 13.1.

a. Vacation leave with pay shall accrue on the following basis for permanent, full-time employees:

Following completion of the probationary period, the employee shall be credited with forty-eight (48) hours of vacation. There-

after, vacation shall be accumulated at the following rates:

Months of Service	Annual Accumulation	Monthly Accumulation
7-60	96 hours (12 days)	8.0 hours
61-120	120 hours (15 days)	10.0 hours
121-180	144 hours (18 days)	12.0 hours
181-240	162 hours (20.25 days)	13.5 hours
241+	186 hours (23.25 days)	15.5 hours

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

b. 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 (11) or more working days (eight (8) hour periods) in that month. Time loss due to on-the-job illness or accident shall be counted as time in pay status, to a maximum of three (3) calendar months, for accrual purposes. Time spent in layoff status or on leave without pay shall

not be considered in computing vacation leave accrual. A permanent employee scheduled to work less than forty (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 forty (40) hour week. This does not apply to employees who work less than twenty (20) hours per week, nor does it apply to temporary employees who are scheduled to work less than twelve (12) continuous months.

c. The arranging of a vacation schedule shall be the responsibility of the department manager with particular regard to the needs of the City. Vacations will be granted on a first-come, first-served basis, with seniority to be used as a "tie-breaker."

d. An employee who separates from the service of the City shall receive payment for unused vacation leave to which he/she would otherwise be entitled as of the date of separation, to a maximum of one (1) year plus ten (10) days accrual, provided that accumulation of vacation leave shall be conditioned

upon completion of his/her probationary period. An employee who for any reason does not complete his/her probationary period shall receive no credit for vacation leave.

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

f. Vacation leave may be accumulated to a total of eighty (80) hours more than one (1) year's accumulation.

ARTICLE XIV
Holidays

Section 14.1. The provisions of this article shall apply only to members of the bargaining unit whose regular workweek is forty (40) hours. Employees working twenty (20) hours per week or more shall receive holiday time in proportion to the amount of hours worked.

Section 14.2. Holidays:

New Years Day (January 1)

Presidents' Day (Third Monday
February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday
November)

Day after Thanksgiving

Christmas Day (December 25)

A Day to Commemorate Employee's Birt

A Holiday Declared by the Mayor or
Manager of the City of Corvalli

Section 14.3. 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 shall be deemed to be a holiday in lieu of the day observed.

Section 14.4. Holidays Worked. If an employee is assigned to and does work on either a holiday or a day observed in lieu thereof as provided in Section 14.3, he/she will receive holiday compensation for one, but in no event both, of such days by accruing 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 accrue compensatory time off at straight time, except as noted below in the case of the employee's birthday holiday.

Section 14.5. On request of the employee, he/she will be granted a day as a holiday to commemorate his/her birthday. Such request must be submitted at least one (1) week in advance of the day requested, and within thirty (30) days of the employee's actual birthday. If, in the judgment of the supervisor, it is not feasible to allow the employee the requested day, the

employee and the supervisor will mutually agree on an alternate day to be taken within a period of one (1) calendar month. If an alternate day cannot be agreed upon, the employee shall be given compensatory time off at straight time.

ARTICLE XV
Outside Employment

Section 15.1. Permission to work at outside employment shall not be required. However, it is understood that the primary commitment of full-time employees must be to their City jobs. Outside employment should not detract from the efficiency of an employee's City duties, nor should it present a conflict of interest or otherwise damage the job-related credibility of an employee or the City. Should a problem arise concerning an employee's outside employment, it is understood that the employee may be subject to discipline as provided in Article XXVII.

ARTICLE XVI

Wages

Section 16.1.

a. Wages for employees covered by this Agreement shall be in accordance with the following schedule during the period September 1, 1984 through March 31, 1985:

Job Group	Step A	Step B	Step C	Step D	Step E	Step F
1	$ 880	$ 909	$ 937	$ 970	$1,007	$1,039
2	970	1,007	1,039	1,073	1,112	1,152
3	1,021	1,056	1,091	1,130	1,169	1,212
4	1,073	1,112	1,152	1,190	1,233	1,276
5	1,203	1,245	1,290	1,334	1,384	1,437
6	1,325	1,370	1,420	1,473	1,526	1,580
7	1,370	1,420	1,473	1,526	1,580	1,639
8	1,490	1,541	1,599	1,655	1,717	1,777
9	1,639	1,697	1,763	1,824	1,891	1,961
10	1,700	1,762	1,827	1,892	1,960	2,035
11	1,763	1,824	1,891	1,961	2,033	2,108
12	1,891	1,961	2,033	2,108	2,187	2,271
13	2,042	2,119	2,195	2,277	2,362	2,452

b. Wages for employees covered by this Agreement shall be in accordance with the following schedule during the period April 1, 1985 through June 30, 1985:

Job Group	Step A	Step B	Step C	Step D	Step E	Step F
1	$ 889	$ 918	$ 946	$ 980	$1,017	$1,049
2	980	1,017	1,049	1,084	1,123	1,164
3	1,031	1,067	1,102	1,141	1,181	1,224
4	1,084	1,123	1,164	1,202	1,245	1,289
5	1,215	1,257	1,303	1,347	1,398	1,451
6	1,338	1,384	1,434	1,488	1,541	1,596
7	1,384	1,434	1,488	1,541	1,596	1,655
8	1,505	1,556	1,615	1,672	1,734	1,795
9	1,655	1,714	1,781	1,842	1,910	1,981
10	1,717	1,780	1,845	1,911	1,980	2,055
11	1,781	1,842	1,910	1,981	2,053	2,129
12	1,910	1,981	2,053	2,129	2,209	2,294
13	2,062	2,140	2,217	2,300	2,386	2,477

Section 16.2. The City agrees to continue to pay the contributions required by ORS 237.071 in the amount of six percent (6%) to the Public

ployes Retirement Fund for participating ployees.

Section 16.3.

a. Wages for the period of July 1, 1985 through June 30, 1986 will be adjusted by increasing each step of each range by four percent (4%), except as provided by Section 16.3.b.

b. If either party, for any reason, wishes to negotiate an adjustment other than that provided in Section 16.3.a, the other party agrees to bargain over the proposed adjustment for each step of each range providing that notice of such intent to bargain is given in writing and postmarked not later than April 1, 1985. If the City is the only party requesting negotiations, and no strike occurs prior to agreement over wages, the negotiated increase will be effective July 1, 1985, unless otherwise mutually agreed.

Section 16.4. Wages for the period of ly 1, 1986 through June 30, 1987 will be

adjusted by a mutually agreeable amount at each step of each range. In addition, either party may propose changes to the established range of any classification. The parties agree to begin negotiations on or about February 1, 1986 for this purpose.

ARTICLE XVII
Job Classification and Wage Adjustments

Section 17.1. The City retains full and exclusive rights to manage the City's job classification plan. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the City shall include the following:

a. To establish new classifications.

b. To revise existing classifications by changing, adding, or deleting duties, qualifications, or standards.

c. To remove existing classifications.

Section 17.2. Wages for New Classifications. When a new position is established, proper notice will be given to the Union and such notice shall include the classification and pay range recommended for such position. The Union shall be afforded an opportunity to meet and discuss the matter. If the Union does not object to the City's pay proposal within ten (10) 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 Three. Within five (5) days of the Step Three hearing, the parties shall meet to exchange and acknowledge single final offers of settlement of the grievance, specifying the preferred salary range for the position in question. The decision of the arbitrator shall be based on the criteria listed in City Ordinance 75-69, Section 11(2-h), and shall be limited to the selection of either final offer.

Section 17.3. Revision of Wages for Existing Classifications. Should it be necessary to revise the wage rate of an existing classification during the life of this Agreement and both parties mutually agree to do so, the City shall

establish a temporary wage rate which shall be effective unless modified during the next open negotiations. Under no circumstances will the City reduce the wage rate during the life of this Agreement without the consent of the Union.

If, during the first negotiations after the establishment of the temporary wage rate, the City and Union agree to a different rate (not considering general increases), such negotiated rate shall be made retroactive to the date of the temporary adjustment.

ARTICLE XVIII
Shift Differential

Section 18.1. Effective August 1, 1984, the following shift premiums will be paid:

a. A shift premium of fifteen cents ($0.15) per hour worked shall be paid to an employee when: 1) he/she is scheduled to start work between the hours of 3:00 p.m. and 11:00 p.m., and 2) the majority of his/her regular shift is worked during these hours.

b. A shift premium of twenty-five cents ($0.25) per hour worked shall be paid to an employee when: 1) he/she is scheduled to start work between the hours of 11:00 p.m. and 6:00 a.m., and 2) the majority of his/her regular shift is worked during these hours.

Section 18.2. Shift premium pay will not be treated as part of the basic rate for computation of overtime, holiday, sick, or paid leaves.

Section 18.3. Shift premium pay will not apply to employees working four (4) ten (10) hour shifts when the work is essentially day-time work. Shift premium pay will apply to those employees who are assigned to work split shifts when at least one-half (1/2) of the regular shift falls between the hours of 3:00 p.m. and 11:00 p.m., or 11:00 p.m. and 6:00 a.m.

Section 18.4. The City retains the exclusive right to establish work schedules to accommodate operating needs which might minimize shift premium pay.

ARTICLE XIX
Acting in Capacity

Section 19.1. An employee assigned the duties and responsibilities of a higher-rated position shall receive compensation at Step A of the higher classification or a one-step increase in his/her permanent classification, whichever is greater, provided such assignment is designated in writing and the assignment lasts longer than ten (10) consecutive working days. Such compensation shall be retroactive to the first day of the assignment. An employee will be deemed to have been assigned the duties and responsibilities of another position when he or she has assumed responsibility and accountability for the primary functions of the position and for substantive performance of the job.

Section 19.2. This article shall not apply to an 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 19.3. 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 19.4. The City will designate acting in capacity in writing when such duties are assigned. If the City fails to designate acting in capacity, the employee shall have cause for a grievance.

ARTICLE XX
Health and Dental Insurance Benefits

Section 20.1. To reduce the financial hardship of employees in case of serious medical or dental expenses, the City will provide one (1) group medical policy, and one (1) group dental policy covering all permanent employees and their dependents.

Section 20.2. Employees and their dependents are eligible for coverage beginning the first day of the month following thirty (30) days' employment.

Section 20.3. The City shall pay the full cost of group medical and dental insurance premiums up to full family coverage.

Permanent part-time employees are eligible for City payment not to exceed thirty percent (30%) of the cost for full-time employees at the full family rate. The City's contribution toward the purchase of such group insurance shall continue for a maximum of three (3) calendar months for employees who are absent due to on-the-job illness or accident.

Section 20.4. 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. Failure by the employee to notify the City within thirty (30) days of a decrease in number of dependents will result in deduction from the employee's paycheck for the difference in the City's contribution and the lower rate.

ARTICLE XXI
Other Insurance Benefits

Section 21.1. 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 21.2. During the life of the contract, the City will participate with employees to provide a salary continuation plan. The City will contribute $0.22 per $100 gross salary per employee per year.

Section 21.3. In the event of time loss due to on-the-job accident or illness, the City will continue its contributions toward the purchase of life and salary continuation insurance for a maximum of three (3) calendar months.

Section 21.4. All employees shall be covered by Unemployment Insurance as required by statute.

Section 21.5. The City will pay the employee's daily assessment to the State Accident Insurance Fund.

ARTICLE XXII
Educational Reimbursement

Section 22.1. 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 the employee's own initiative, the City shall reimburse the employee fifty percent (50%) of the cost of tuition.

c. All applications for educational reimbursement must be approved by the department manager 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 XXIII
Posting Job Vacancies

Section 23.1. Any permanent job vacancy which occurs in the bargaining unit, and which the City intends to fill, shall be posted, setting forth the job title, duties and qualifications, and salary range. The City agrees that no vacancy shall be filled on a permanent basis prior to five (5) days after the date the vacancy notice was posted. All bargaining unit employees shall have the right to apply for the position by submitting the appropriate application form to the appropriate department.

Section 23.2. Selection of candidates for interview, and ultimate selection of employee(s) for any vacancy is the sole right of the City, and such actions are not subject to the grievance procedure. However, nothing contained in this article shall be construed as limiting the City's obligation to comply with federal, state, and

local regulations as they pertain to employees' civil rights in employment.

Section 23.3. The City and the Union agree to the premise that all qualified applicants, regardless of race, color, religion, national origin, sex, age, or handicap, should have an equal opportunity to compete on the basis of their knowledges, skills, and abilities. In the event that two (2) or more applicants possess equal qualifications for a position, consideration will be given to an employee's length of service with the City, provided such consideration does not inhibit the ability of the City to reach an employment goal specifically outlined in the City's Affirmative Action Plan.

ARTICLE XXIV
Probationary Period

Section 24.1. 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 providing

an opportunity to reject any employee whose performance fails to meet required work standards.

Section 24.2. Employees will be required to serve a probationary period, not to exceed six (6) months, in any position for which they have not demonstrated full proficiency. Employees who fail to qualify for a job to which they were transferred or promoted shall have the right to return to their previously held position, provided they have served the probationary period in the previously held position.

Section 24.3. The City retains the right to extend any employee's probationary period for a length of time not to exceed six (6) months with the written Agreement of the employee.

Section 24.4. The Union further recognizes the right of the City to terminate new employees on probationary status for any reason without appeal.

Section 24.5. It is agreed that the City may exercise all rights not specifically modified by this Agreement with respect to probationary

employees, including but not limited to the shifting of work schedules, assignments of on-the-job training, cross training in other classifications, assignment to educational courses and training programs, and the requirement that such employees attend training programs.

ARTICLE XXV
Seniority

Section 25.1. Seniority means an employee's length of continuous service with the City since his/her last day of hire in a permanent position.

Section 25.2. Seniority will be applied as a determining factor in matters of layoff and filling of jobs only as specifically agreed in the appropriate provisions of this Agreement.

Section 25.3. Seniority shall not be broken by vacations, sick time, suspension, or any authorized leave of absence or any call to military service for the duration of such service. Employees who resign voluntarily, or who may be discharged for just cause, or during probation, or who take leave of absence without

pay for the purpose of working at another occupation, shall lose all seniority.

ARTICLE XXVI
Reduction in Force, Layoff

Section 26.1. Notice. In the event it becomes necessary to effect a reduction in the workforce, the City shall notify affected employees in writing at least fourteen (14) calendar days in advance of the effective date of their layoff, except in emergency situations or when the City could not reasonably foresee the necessity of such action.

Section 26.2. Order of Layoff. While the City reserves the right to determine which positions to eliminate, employees shall be laid off on the basis of seniority and qualifications, with the least senior employee(s) in a classification being displaced before more senior employee(s). A less senior employee in a classification may be retained if he or she is clearly superior in qualifications, occupational skills, and abilities required for the position.

Section 26.3. Bumping. Employees who have received notice of layoff shall have the right to bump into another classification provided that the bumping employee possesses the necessary qualifications. In no case shall an employee be eligible to bump into a higher classification unless the position is vacant. An employee exercising the right to bump shall displace the least senior employee in the classification who is not clearly superior in qualifications, occupational skills, and abilities required for the position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

Section 26.4. Recall. Those employees who are left with no job to bump into shall be laid off from employment and shall be eligible for recall to their classification for a period of twenty-four (24) months without loss of seniority. Employees on the recall list shall be responsible for keeping the Human Resource Services Department notified of their mailing address. Recall shall be on the basis of seniority with senior employees being recalled

before junior employees and before any new hires or transfers, provided the employee possesses the qualifications for the position.

Section 26.5. Employees on layoff status shall have the same rights as other employees in applying for any openings which may occur within the bargaining unit, however, by accepting another position an employee shall not forfeit recall rights to their former classifications.

ARTICLE XXVII
Discipline and Discharge

Section 27.1. Discipline. Disciplinary action shall include only the following:

a. Oral reprimand;

b. Written reprimand;

c. Suspension (notice to be given in writing);

d. Discharge.

Disciplinary action may be taken against an employee in forms listed above, but will normally be progressive beginning with oral reprimand. If the employee's action is not corrected or if repeated violations occur, suspension will normally follow. If the City has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 27.2. If the employee's action is of a serious nature, the City may invoke discipline up to and including discharge as its first response. However, no employee may be summarily discharged without first being suspended for five (5) days and put on notice of the City's intent to discharge. Such notice shall set forth the reasons for such intended action, and shall provide the employee an opportunity to be heard prior to the effective date of intended discharge.

Section 27.3. At the employee's request, prior to the date of intended discharge, he/she may request a hearing by notifying the Human Resource Services Manager. The hearing shall occur within five (5) days of request and a

written decision shall be rendered by the Human Resource Services Manager within five (5) days of the hearing. The suspended employee shall have the right to designate his/her representative.

Section 27.4. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through arbitration. No permanent employee shall be disciplined without just cause.

ARTICLE XXVIII
Safety

Section 28.1. The Union will not report an unsafe working condition to any state or federal agency without first notifying the City of its intent to do so, and affording the City an opportunity to meet and discuss the matter, and propose a resolution to the problem. The intent of this provision is to promote a cooperative effort between the parties to resolve and correct

unsafe working conditions without the intervention of other agencies.

ARTICLE XXIX
Contracting Out

Section 29.1. Notice. Notice of decision to contract or subcontract work will be provided to the Union when implementation of such decision would affect existing employees' wages, hours, or conditions of work (to the extent such subjects are mandatory subjects of bargaining). Such notice will be provided at least fourteen (14) days prior to the intended implementation date. The notice will include the following information:

a. Reason for contracting or subcontracting;

b. Estimated cost;

c. Type and level of service to be delivered;

d. Impact on existing employees;

e. Plan for addressing impact on existing employees;

f. Anticipated duration;

g. Selection process and criteria to be used to select contractor or subcontractor.

The Union specifically waives any and all rights to bargain over the decision to contract or subcontract work.

Section 29.2. Right to Bargain Impact. If the Union does not agree to the City's plan for addressing the impact on existing employees, it may exercise the right to bargain over such impacts to the extent they are mandatory subjects of bargaining. In order to exercise this right, the Union must notify the City in writing within fourteen (14) days after receipt of the notice of decision.

Section 29.3. Impact Bargaining Procedure. If the Union has properly notified the City of its intent to bargain, the City may not implement such decision until such bargaining is completed.

Bargaining is deemed to be completed when the parties reach agreement or, in the event of impasse, thirty (30) days after receipt of the factfinder's report. In either case, the parties intend that such bargaining be completed within a six (6) month period after the Union's notice of intent to bargain, and agree to make every effort to do so by following the schedule outlined below as closely as possible.

Time Period (From Date of Notice)	Bargaining Stage
Up to 6th Week	Bargaining
7th and 8th Week	Mediation
9th to 15th Week	Factfinding Hearing
16th to 21st Week	Factfinder's Report
22nd to 26th Week	30-Day Waiting Period

Section 29.4. Emergencies. This article does not apply in cases of emergency.

ARTICLE XXX
Prevailing Benefits

Section 30.1. No employee covered by this Agreement shall suffer a loss of compensation or economic benefit by the signing of this Agreement.

ARTICLE XXXI
Savings Clause

Section 31.1. In the event any article, section, or portion of this Agreement shall be held invalid and unenforceable by an opinion of the Attorney General of the State of Oregon, or by a court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decisions shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without

interruption, except those remaining provisions which are so essentially and inseparably connected with, and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts, and the remaining which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

ARTICLE XXXII
Term of Agreement

Section 32.1. Effective Dates. This Agreement shall be effective as of September 1, 1984, and shall be binding upon the City, the Union, and employees covered by this Agreement, and shall remain in full force and effect through June 30, 1987, except for the strike provisions of this article.

Section 32.2. Full and Exclusive Agreement. 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 waive 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 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. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated in this Agreement.

Section 32.3. Automatic Renewal. After the expiration date, this Agreement shall automatically be renewed from year to year and shall be binding for additional periods of one (1) year unless either the City or the Union gives written

notice to the other of its intent to modify or terminate the Agreement.

Section 32.4. Modification. Notice of intent to modify shall be given not later than eight (8) months prior to the expiration date of this Agreement. Not more than six (6) months prior to the expiration of this Agreement, the party intending to modify it will notify the other in writing of the provisions of the Agreement in which modification is proposed. The Agreement shall remain in full force and effect during the period of negotiations to modify the Agreement except for the strike provisions of this article. If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement prior to the expiration date hereof, it shall give written notice to the other party. It is understood that both parties must agree before modification, amendment, additions, or deletions will be negotiated.

Section 32.5. Termination. The Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties. If either party wishes to terminate this Agreement after the expiration date, it

shall give thirty (30) days written notice to the other party. Neither party may effectuate a termination of this Agreement during a period of negotiation.

Section 32.6. Effect of Strike. Should a strike occur, this Agreement becomes null and void during the period of the strike.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same by their officers and agents as duly authorized on this 25th day of January, 1985.

FOR CITY OF CORVALLIS,

GARY F. POKORNY
CITY MANAGER

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 2975, COUNCIL 75

ELLEN CHAMBERS
PRESIDENT

Ruth A. Shuck
RUTH A. SHUCK
HUMAN RESOURCE
SERVICES MANAGER

Stefan A. Ostrach
STEFAN A. OSTRACH
REPRESENTATIVE,
AFSCME COUNCIL 75

Rollie Baxter
ROLLIE BAXTER

Jane M. Callahan
JANE CALLAHAN

Tom Coffee
TOM COFFEE

Clarence J. Clark
CLANCY CLARK

Doug Dollarhide
DOUG DOLLARHIDE

Bruce Curtis
BRUCE CURTIS

KATHY FIELD

GRANT McELROY

SUSIE RUEF

JULIE STATEN

Approved as to Form:

CITY ATTORNEY