BRIGHTER FUTURE

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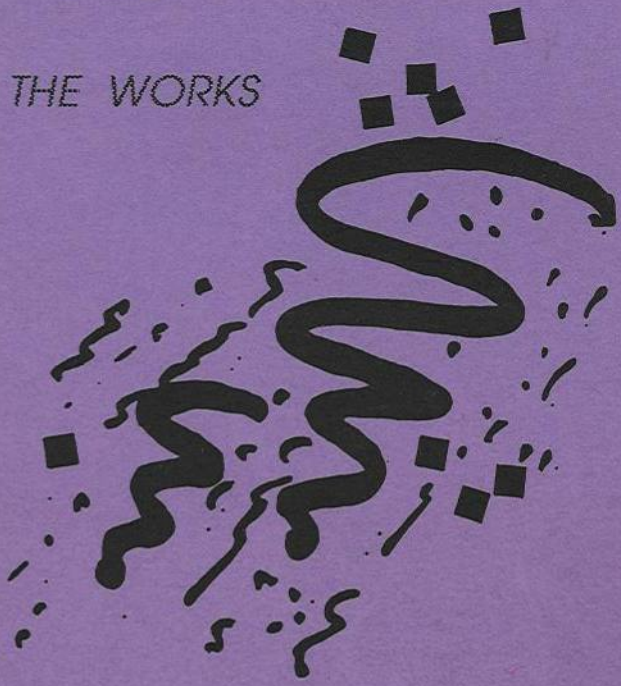

AFSCME

LOCAL 2975

and

CITY OF CORVALLIS

AMERICAN FEDERATION STATE COUNTY MUNICIPAL EMPLOYEES AFL-CIO

CORVALLIS
ENHANCING COMMUNITY LIVABILITY

July 1, 1993 - June 30, 1996

AGREEMENT

Between

THE CITY OF CORVALLIS, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES LOCAL 2975,

COUNCIL 75

Effective July 1, 1993
Through June 30, 1996

INDEX OF CONTENTS

	Article	Page
Acting in Capacity	19	20
Agreement and Purpose	--	3
City Security	3	4
Clean-Up Time	11	12
Discipline and Discharge	27	25
Educational Reimbursement	22	22
Employee Rights	5	6
Grievance Procedure	8	8
Health and Dental Insurance Benefits	20	20
Holidays	14	16
Hours of Work and Overtime	9	10
Job Classification and Wage Adjustments	17	18
Leaves	12	12
Management Rights	4	5
Other Insurance Benefits	21	21
Outside Employment	15	17
Personnel Records	30	27
Posting Job Vacancies	23	23
Prevailing Benefits	29	26
Probationary Period	24	24
Recognition	1	3
Reduction in Force, Layoff	26	25
Rest Periods/Meal Periods	10	12
Safety	28	26
Savings Clause	31	27
Seniority	25	24
Shift Differential	18	19
Term of Agreement	32	28
Uniforms	7	7
Union Representation	6	6
Union Security and Checkoff	2	3
Vacation Accumulation	13	15
Wages	16	18

Appendix A Classification Schedule Effective 7-1-93
Appendix B Salary Schedule Effective 7-1-93
Appendix C Salary Schedule Effective 7-1-94, 7-1-95
Appendix D Employee Career Development
Appendix E Safety Committee

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 from most recent date of hire 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 Parks and Recreation Department employees working no more than 8 months, or interns hired through established educational internship programs 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 and intern positions, showing the name, date, position, and nature of employment.

Section 1.5. The Public Safety Dispatchers are a separate chapter and distinct bargaining unit within AFSCME Local 2975. Except when otherwise noted, this Agreement applies with full force and effect to the Public Safety Dispatchers as well as the other Union members.

ARTICLE 2
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 or for any other cause relating to Union membership.

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

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. The Union will periodically notify the City of the amount which 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 3
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 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.

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 and its members, with the exception of the Public Safety Dispatcher chapter, 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 4
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 administrative policies and 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. It is the intent of the parties to provide City services in the most effective and efficient means possible.

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 5
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.

ARTICLE 6
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 Human Resource Services.

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 7
Uniforms

Section 7.1. The City shall provide, maintain, clean and replace required uniforms or protective clothing.

Section 7.2. An employee who is required to wear steel-toed shoes shall receive 50% reimbursement for the cost of the shoes up to $50.00.

Section 7.3. The City will attempt to provide lockers for each employee required to wear City-mandated clothing, within space limits.

ARTICLE 8
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. It is the intention of both parties, through this procedure, to secure mutually acceptable solutions to grievances at the lowest possible organizational level. 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 City Manager. It must be submitted within fifteen (15) calendar days of the Step One response or failure to respond. The City Manager 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 City Manager 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 City Manager 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 9
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. Authorization for Overtime. Employees must have prior authorization of the appropriate supervisor for overtime worked.

Section 9.6. Overtime Payment. 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 employee. 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. The use of compensatory time will not be granted if it requires overtime to fill back the position.

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/her 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.

Section 9.10. Trade Days. The dispatch center supervisor may, at their sole discretion, grant the request of any two dispatchers to exchange tours of duty or days off, without a change in pay, provided that, in the opinion of the dispatch center supervisor they are equally

capable to perform each other's respective jobs, and able and willing to make the exchange. Requests to exchange tours of duty or days off should be submitted seven days in advance of trade. All trade days shall be paid back within 30 days of the trade. Request for trades shall not arbitrarily be denied.

Section 9.11 Extra Hours Worked by Part Time Employees. Extra hours worked by part time employees will be voluntary except in cases of emergencies or when urgent or anticipated operational needs can not be reasonably met without requiring extra hours worked.

ARTICLE 10
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 11
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 12
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 eighty (180) days that can be accrued. Eligibility for sick leave benefits begins after the first thirty (30) days of employment.

b. Employees with 10 years or more service and all retirees shall be compensated upon termination one-half (1/2) of their accrued sick leave up to a

maximum of 60 days. One-half (1/2) of the remaining sick leave for employees with 10 or more years of service and one-half (1/2) of the remaining sick leave for employees with less than 10 years of service 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 may be kept by the employee. 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 and Family Medical 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. The City shall abide by all applicable Federal and State Laws. Upon an employee's request, the Personnel Department will inform the employee of his/her options according to the laws and this agreement.

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 Assistant 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. 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.

Section 12.8. Hardship Leave Exchange. Employees may donate sick leave to an employee who has suffered a serious non-occupational injury or illness. Disabled employee must first exhaust all accrued sick leave, vacation leave and compensatory time. Donated time

will be exchanged hour for hour without a change in pay. Management may require doctor's certification of illness or injury.

ARTICLE 13
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. Thereafter, vacation shall be accumulated at the following rates:

Months of Service	Annual Accumulation	Monthly Accumulation
7-60 mos. (to 5 years)	96 hours (12 days)	8.0 hours
61-120 mos. (5-10 years)	120 hours (15 days)	10.0 hours
121-180 mos. (10-15 years)	144 hours (18 days)	12.0 hours
181-240 mos. (15-20 years)	168 hours (21 days)	14.0 hours
241+ mos. (20+ years)	192 hours (24 days)	16.0 hours

No vacation time will be allowed for employees during their initial probationary period. Vacation can be accrued up to three times the annual accumulation.

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. Department managers shall administer a vacation selection process which fits their operational needs based on defined minimum staffing levels. Vacations will be granted on a first-come, first-served basis, with seniority to be used as a "tie-breaker." Vacation requests shall be approved or denied within 10 working days of submittal.

The Public Safety Dispatcher Chapter has a vacation scheduling plan that applies to this chapter only. The Communications Supervisor and the Public Safety Dispatchers will work together to revise the plan periodically, if needed. The Communications

Supervisor retains final responsibility for changing, implementing, and administering the plan.

Cancellation of preapproved vacations shall be limited to emergency situations not under the control of the City.

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, 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 Buy Back. Employees with 10 years or more of service may cash out vacation time in conjunction with using actual vacation leave time, at a ratio of week per week, up to a maximum of one week per year; providing the employee has sufficient accumulation of vacation leave. *(Effective FY 1995-96; requests to be made by December 1, 1994)*

Employees with 20 years or more of service may cash out vacation time in conjunction with using actual vacation leave time, at a ratio of week per week, up to a maximum of two weeks per year; providing the employee has sufficient accumulation of vacation leave. *(Effective FY 1994-95; requests to be made by December 1 1993)*

The employee shall submit cash out request intent to their department director by December 1st of each year for the following fiscal year.

Requests for vacation cash out checks shall be made in writing by the employee's department director to payroll no later than two weeks prior to the start of the approved vacation leave.

ARTICLE 14
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)
Martin Luther King Day (Third Monday in January)
Presidents' Day (Third Monday in 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 in November)
Day after Thanksgiving
Christmas Day (December 25)
A Day to Commemorate Employee's Birthday

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

Employees are eligible for a one-half day holiday for either New Year's Eve or Christmas Eve, not both.

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 15
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 16
Wages

Section 16.1.

a. Wages for the term of the contract shall be paid in accordance with Appendices A, B, and C.

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 Employes Retirement Fund for participating employees.

Section 16.3.

a. Upon completion of a probationary period, the employee shall receive a step increase from the initial hire step to the next step in that position's pay range. Employees beginning their employment in step A of that position's pay range shall advance an additional step in the pay range six months after a successful completion of the probationary period. Step increases beyond step C will be granted annually thereafter from the date of the last step increase until the employee reaches the top step of the position's pay range.

ARTICLE 17
Job Classification and Wage Adjustments

Section 17.1. The compensation and classification plan shall be administered pursuant to an administrative policy governing implementation of Article 17. 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 18
Shift Differential

Section 18.1. Effective July 1, 1987, the following shift premiums will be paid:

a. A shift premium of twenty-five ($0.25) per hour worked shall be paid to an employee when the majority of his/her regular shift is worked during the hours of 3:00 p.m. and 11:00 p.m.

b. A shift premium of thirty-five ($0.35) per hour worked shall be paid to an employee when the majority of his/her regular shift is worked during the hours of 11:00 p.m. and 6:00 a.m.

c. Effective 7-1-94, shift premium for Section 18.1.a shall increase to thirty ($0.30) per hour. Effective 7-1-95, shift premium for Section 18.1.b shall increase to forty ($0.40) per hour.

Section 18.2. Shift premium pay will be treated as part of the basic rate for computation of overtime.

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 19
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 but not less than 5%, 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 20
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 the cost of single medical and dental coverage. 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.

For fiscal year 1993-94, the City shall pay the full cost of group medical and dental insurance premiums up to full family coverage. For fiscal year 1994-95, any increase in the premium in excess of 15% over FY 1993-94 will be shared equally by the City and the employee. For fiscal year 1995-96, any increase in the premium in excess of 15% over FY 1994-95 will be shared equally by the City and the employee.

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.

Section 20.5. The City shall make available an employee assistance program.

Section 20.6. Health Care Review Committee. The Union shall designate two (2) of its members and two (2) alternates to represent it on a Joint Health Care Review Committee. The Committee will consist of two (2) representatives from each participating bargaining unit and no more than an equal number of designated members of the City Administration. This committee shall meet at least quarterly in order to determine the most cost beneficial health care and long-term disability programs for both the employees and the City. The two (2) Union members shall be responsible for:

- Attending all meetings of the Joint Health Care Review Committee;
- Sharing information freely with others on the Committee;
- Providing problem-solving ideas;
- Supporting and educating their fellow Union members in regards to full Committee recommendations.

Since participation on the Health Care Review Committee is viewed as mutually desirable for the City and AFSCME, no person will be penalized for, or benefit from, participation on this committee. Therefore, members of this committee will not suffer loss of pay for time spent conduction committee business during their regular scheduled work shift, nor will any member of the committee receive pay for time spent conducting committee business outside their regular scheduled work shift.

Committee meetings will be scheduled in a manner to ensure appropriate notice to members supervisors, and in a way which minimizes the impact on work units of the Committee members during their absence to attend meetings.

ARTICLE 21
Other Insurance Benefits

Section 21.1. During fiscal year 1993-94, 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.

Beginning 7-1-94 and through the remainder of the contract, the City will contribute to the purchase of a term life insurance benefit policy equal to 1 year of the employee's salary

and an accidental death and dismemberment benefit policy equal to 1 year of the employee's salary for each employee.

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 22
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 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.

(1) Employees shall submit in writing to the Department Director a request for educational reimbursement by December 1 of each year for budget consideration for the following fiscal year. The request shall contain the following:

A. Type of course and institution
B. Time, days each week (estimated)
C. Estimated cost for tuition
D. Course justification (i.e., relationship to job, other City jobs, and career)

(2) The request for educational reimbursement shall be evaluated by the Department Director using the following criteria:

A. Relationship to job duties
B. Availability of appropriations
C. Cost effectiveness
D. Certification maintenance
E. Departmental and employee goals
F. Effect on operations
G. All other criteria being equal, seniority shall be the determining factor

(3) Following City Council budget adoption:
A. Departmental Director shall reevaluate submittals, if necessary, based upon appropriations and the criteria listed in Section 22.1.c(2).
B. Employees shall advise managers of any changes in program specifics as soon as possible.
C. Final notification will be given as soon as possible to affected employees as a result of reviewing the information in A and B listed above.

(4) Denials based on City Council appropriations decisions shall not be grievable.

ARTICLE 23
Posting Job Vacancies

Section 23.1. Any vacancy which occurs in a permanent bargaining unit position, 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. All bargaining unit employees who meet minimum qualifications of the position and apply for the position will be interviewed.

Section 23.2. 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 knowledge, 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.

Section 23.4. The City will encourage advancement by attempting to place current bargaining unit employees in vacant positions on a temporary basis during the recruitment process.

ARTICLE 24
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 25
Seniority

Section 25.1. Seniority means an employee's length of continuous service, in the Bargaining Unit, with the City since his/her last day of hire in a permanent position. Time spent in an exempt position shall not be included in computations for the purpose of determining seniority.

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, any authorized leave of absence, any call to military service for the duration of such service, or by working in an exempt position in an acting-in-capacity basis. 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 26
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 Personnel 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 27
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 Assistant City Manager. The hearing shall occur within five (5) days of request and a written decision shall be rendered by the Acting City 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 28
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 29
Prevailing Benefits

Section 29.1. No employee covered by this Agreement shall suffer a loss of compensation or economic benefit by the signing of this Agreement.

Article 30
Personnel Records

Section 30.1. An employee or the Union, with the employee's written permission, may, upon request, inspect the contents of his/her official City personnel file.

No grievance material, other than material relating to disciplinary actions, shall be kept in the personnel file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her official personnel file as described in this article.

Section 30.2. No performance evaluation or disciplinary actions shall be placed in the employee's personnel file that do not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

> "Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

Section 30.3. If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his/her address of record and copy to the Union.

Section 30.4. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 30.5. An employee may include in his/her personnel file copies of any relevant material s/he wishes, such as letters of favorable comment, licenses, certificates, college course credit, or any other material which relates creditably on the employee and his/her employment. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the employee's personnel file after three (3) years upon request of the employee.

Section 30.6. An employee may, upon request, obtain copies of any of the contents of his/her personnel file, except for confidentially kept testing materials.

Section 30.7. There shall be only one (1) personnel file.

ARTICLE 31
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 32
Term of Agreement

Section 32.1. Effective Dates.

This Agreement shall be effective as of July 1, 1993, 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, 1996.

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 ten (10) months prior to the expiration date of this Agreement. Not more than ten (10) 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.

Appendix A

City of Corvallis
AFSCME Classification Schedule

Job Group	Classification Title
24	Civil Engineer II
24	Environmental Engineer
23	Associate Planner
23	Civil Engineer I
23	Housing Program Coordinator
23	Land Surveyor
23	Plans Examiner II
23	Programmer/Analyst
23	Senior Accountant
22	Administrative Analyst
22	Adult Reference Librarian
22	Airport Manager
22	Building Inspector II
22	Children's Reference Librarian
22	Extension Librarian
21	Accountant
21	Building Maintenance Technician
21	Electronic Technician II
21	Engineer Technician III
21	Equipment Maintenance Technician
21	General Recreation Coordinator
21	Instrument Technician
21	Mechanic
21	Ombudsperson
21	Park Maintenance Specialist
21	Plans Examiner I
21	Public Safety Dispatcher Leadworker
21	Site Engineering Review Specialist
21	Street Maintenance Leadworker
21	Utility Maintenance Leadworker
21	Wastewater Plant Operator
21	Water Plant Operator
21	Water Quality Analyst
21	Water Utility Specialist

continued

20	Building and Grounds Maintenance Specialist
20	Building Inspector I
20	Public Safety Dispatcher
20	Wastewater Maintenance Specialist
20	Street Maintenance Specialist
20	Transit Coordinator
20	Traffic Maintenance Technician
20	Water Maintenance Specialist
19	Accounting Specialist IV
19	Bookmobile Clerk
19	Community Library Clerk
19	Engineering Technician II
19	Lab Technician
19	Library Specialist IV
19	Permit Specialist
19	Water Meter Reader
18	Accounting Specialist III
18	Animal Control Officer
18	Computer Operator
18	Judicial Clerk
18	Leadworker Court Clerk
18	Library Specialist III
18	Records Specialist/Leadworker
18	Secretary III
17	MOBL Driver
17	Parking Enforcement Officer
17	Property Control Specialist
16	Accounting Specialist II
16	Assistant Computer Operator
16	Court Clerk
16	Equipment Service Person
16	Library Specialist II
16	Records Specialist
16	Secretary II
15	Accounting Specialist I
15	Office Assistant
15	Mail Service Specialist
15	Secretary I
09	Shelver

Appendix B

City of Corvallis AFSCME Salary Schedule Effective 7/1/93

Job Group	Step A	B	C	D	E	F
24	$35,232	$36,792	$38,352	$39,924	$41,484	$43,044
	2,936	3,066	3,196	3,327	3,457	3,587
23	$32,616	$34,080	$35,508	$36,972	$38,400	$39,876
	2,718	2,840	2,959	3,081	3,200	3,323
22	$30,192	$31,548	$32,880	$34,236	$35,568	$36,912
	2,516	2,629	2,740	2,853	2,964	3,076
21	$27,972	$29,232	$30,468	$31,704	$32,964	$34,200
	2,331	2,436	2,539	2,642	2,747	2,850
20	$25,956	$27,108	$28,272	$29,412	$30,564	$31,728
	2,163	2,259	2,356	2,451	2,547	2,644
19	$24,120	$25,200	$26,280	$27,348	$28,428	$29,484
	2,010	2,100	2,190	2,279	2,369	2,457
18	$22,548	$23,508	$24,504	$25,512	$26,496	$27,516
	1,879	1,959	2,042	2,126	2,208	2,293
17	$21,504	$22,476	$23,424	$24,384	$25,344	$26,304
	1,792	1,873	1,952	2,032	2,112	2,192
16	$19,668	$20,532	$21,408	$22,284	$23,160	$24,024
	1,639	1,711	1,784	1,857	1,930	2,002
15	$18,408	$19,224	$20,028	$20,844	$21,684	$22,488
	1,534	1,602	1,669	1,737	1,807	1,874
14	$17,244	$18,012	$18,792	$19,548	$20,316	$21,084
	1,437	1,501	1,566	1,629	1,693	1,757
13	$16,224	$16,944	$17,676	$18,408	$19,116	$19,836
	1,352	1,412	1,473	1,534	1,593	1,653
12	$15,312	$15,996	$16,656	$17,340	$18,024	$18,708
	1,276	1,333	1,388	1,445	1,502	1,559
11	$14,436	$15,084	$15,720	$16,368	$16,992	$17,652
	1,203	1,257	1,310	1,364	1,416	1,471
10	$13,656	$14,256	$14,880	$15,468	$16,068	$16,668
	1,138	1,188	1,240	1,289	1,339	1,389
9	$11,688	$12,204	$12,744	$13,236	$13,764	$14,304
	974	1,017	1,062	1,103	1,147	1,192

APPENDIX C

For contract period beginning 7-1-94 and ending 6-30-95 the rate of pay increase will be from 3% to 4.2% determined by the "year ending " change in the National CPI-W as reported by the US Bureau of Labor and Statistics for the period March 1, 1993 to February 28, 1994.

For contract period beginning 7-1-95 and ending 6-30-96 the rate of pay increase will be from 3% to 4.2% determined by the "year ending " change in the National CPI-W as reported by the US Bureau of Labor and Statistics for the period March 1, 1994 to February 28, 1995.

APPENDIX D

In the interest of supporting employee career development, the City and the Union will form a joint ad-hoc committee to establish the guidelines for a program. The goals of this career development program are:

A. To establish a mentoring program for employees.

B. To encourage the retention of experienced employees.

C. To inform and expose employees to employment opportunities with the City.

The committee will have equal part/representation and will convene within 60 days of contract ratification. The committee shall establish its own protocol. The Personnel director and AFSCME President are responsible for appointing members.

APPENDIX E

In the interest of developing a proposed city-wide safety policy a joint union/management ad-hoc committee will be established to address:

1. Periodic refreshers on the safety program.

2. Attendance to safety programs.

3. Budgeting for the purchase of safety equipment/work place changes.

4. Dollar contributions by Union and City to safety incentive programs.

5. Expansion of participation on safety committees.

The committee will have equal party participation and will convene within 90 days of contract ratification. The committee shall establish its own protocol. The Personnel Director and AFSCME President are responsible for appointing members.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same by their officers and agents as duly authorized on this 28 day of July, 1993.

FOR CITY OF CORVALLIS, OREGON

JON NELSON
CITY MANAGER

NED ANNABLE
PERSONNEL DIRECTOR

STEVE ROGERS

NEIL MANN

CHRISTINA ZELAZEK

LEN GOODWIN

PAULA ADAMS

Approved as to Form:

CITY ATTORNEY

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

FRED TOWNE
PRESIDENT

LOU SINNIGER
COUNCIL 75 REPRESENTATIVE

KIRT EDBLOM

ALICE GRUCZA

JOE KASPER

A