AGREEMENT

City of Corvallis

and

AFSCME Local 2975

1 July 1996 to 30 June 1999

AGREEMENT

Between

THE CITY OF CORVALLIS, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES LOCAL 2975,

COUNCIL 75

Effective July 1, 1996
Through
June 30, 1999

TABLE OF CONTENTS

	ARTICLE
Acting in Capacity	21
Agreement and Purpose	--
City Security	3
Clean-Up Time	13
Contracting Out	28
Discipline and Discharge	29
Employee Rights	5
Grievance Procedure	8
Health and Dental Insurance Benefits	22
Holidays	16
Hours of Work and Overtime	9
Job Classification and Wage Adjustments	19
Labor Management Advisory Team (LMAT)	7
Leave Due to Emergency or Adverse Weather Condition	10
Leaves	14
Management Rights	4
Other Benefits	23
Outside Employment	17
Personnel Records	32
Posting Job Vacancies	24
Prevailing Benefits	31
Probationary Period	25
Recognition	1
Reduction in Force, Layoff	27
Rest Periods/Meal Periods	11
Safety	30
Savings Clause	33
Seniority	26
Shift Differential	20
Term of Agreement	34
Uniforms	12
Union Representation	6
Union Security and Checkoff	2
Vacation Accumulation	15
Wages	18

Appendix A - Classification Schedule Effective 7-1-96
Appendix B - Salary Schedule Effective 7-1-96
Appendix C - Letter of Agreement - Transportation Employee Testing

PAGE

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 I

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. An intern is a student or a recent college graduate hired through an established program performing work related to their course of study. Prior to hire, the intern must submit a statement of purpose, including any estimated credits and time for completion, from his/her educational institution.

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 non-excluded 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 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 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 of a membership application which shall be provided by the Union. 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 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 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 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 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, mental or physical disability, sexual orientation, source of income, national origin, veteran status, marital status, 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 If an employee alleges a violation involving violence in the workplace, sexual harassment, discrimination concerning a matter listed in 5.3 above, or of any other administrative or personnel policy which includes an internal investigation by the Personnel Division, the employee at

their option may choose to file a complaint according to the City administrative/personnel policies or file a grievance according to Section 8.4 of this agreement or file both concurrently. If the employee choses to file both concurrently, the grievance process shall be suspended until after the results of the investigation are submitted to the employee, when it can commence at the Step Two level.

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 Personnel Division.

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 Assisistant City Manager must give approval prior to posting.

ARTICLE VII

LABOR MANAGEMENT ADVISORY TEAM

Section 7.1 The parties agree to establish a Labor Management Advisory Team (LMAT) to improve communications between employees and management. LMAT shall discuss ongoing labor-management issues and to provide input to the City Manager on matters of mutual interest related to productivity, employee morale, mutual problem-solving, and furthering the goal of general union-management cooperation.

Section 7.2 The Committee shall consist of an equal number of participants, not to exceed three (3) on each side. Each side shall select its own representatives. LMAT shall establish its own protocols.

Section 7.3 LMAT shall meet at least bi-monthly. Either party may request a meeting of the Team to be held at a mutually convenient time and place and such a meeting shall if at all practicable be scheduled within fourteen (14) days. The Team shall have no authority to amend the terms of the Agreement or to be involved in the grievance procedure.

Section 7.4 Since participation in LMAT 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 LMAT will not suffer loss of pay for time spent in conducting LMAT business during their regularly scheduled work shift, nor will any member of LMAT receive pay for time spent conducting LMAT business outside their regularly scheduled work shift.

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. 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 Step One procedure described below or as shown in in Section 5.4. Prior to the Step One grievance the parties may agree to a joint investigation of the dispute.

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.

A Joint Investigation is recommended by the Union and the City upon concurrence by the grievant. In the event that the grievant does not concur with a joint investigation, the Union and/or the grievant shall submit a written report of all the facts of the issue for a meeting between the Department, the Union, and the grievant. The investigation or report shall be completed within twenty (20) calendar days from the receipt of the grievance. A written departmental response shall be provided to the grievant and the Union, within ten (10) calendar days of completing the investigation or report.

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 ten (10) 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 mediation.

The submitting party must provide written notice of intent to mediate within fifteen (15) days of the Step Two response, or failure to respond, and must submit a request for a mediator from the Oregon Employment Relations Board, State Mediation and Conciliation Service or other mediation resources if mutually agreed. The mediator shall convene the parties as soon as practicable. The parties shall provide a stipulation of the facts of the grievance in writing to the mediator one week in advance of the meeting. The City and the Union shall equally share the mediator's charges.

Step Four. If the grievance has not been resolved in Step Three 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 Three mediation meeting, and must request a list of seven (7) 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. In the event the list is not satisfactory, the parties may mutually agree to request a new list or select any arbitrator of their mutual choice. 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 a 14 calendar day written notice is given to employees. This time period can be waived by mutual agreement of the employee and supervisor. The City may decide in any situation that it deems an emergency, and may reschedule shifts without notice in those cases. Changes in shifts will not be made for the sole purpose of avoiding overtime costs. 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.

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. The City and the Union agree that bargaining unit members will have equal opportunity for overtime and callback hours. Departments shall be responsible, with input from their bargaining unit members, for developing written procedures to implement this section.

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. Pager Duty. Assignment of after hours standby duty (e.g. pager) cannot be mandatory for bargaining unit employees.

Section 9.10. 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 9.11 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 9.12 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 operational needs can not be reasonably met without requiring extra hours worked.

The City and the Union agree that extra hours should be offered to part time employees in a fair and consistent manner. Departments shall be responsible, with input from their bargaining unit members, for developing written procedures to implement this section.

ARTICLE X

LEAVE DUE TO EMERGENCY OR ADVERSE WEATHER CONDITION

Section 10.1. Leave Due to an Emergency. In the event of an emergency which destroys or renders a City work site unsafe, the employees who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.

Section 10.2. Leave Due to Adverse Weather Conditions. In the event of adverse weather conditions that may jeopardize an employee's ability to travel to or from work, the employee may, with the Supervisor's approval use paid leave. The employee may use any of his/her vacation or compensatory time leave accruals to cover this leave. If the employee has no leave accruals, this leave shall be without pay.

Section 10.3. Notification. The City Manager or designee is the sole designated authority to declare implementation of Sections 10.1 or 10.2.

ARTICLE XI

REST PERIODS/MEAL PERIODS

Section 11.1. Employees' work schedules shall provide for a paid fifteen (15) minute rest period during each segment of four hours worked in one work period. The rest period shall be scheduled near the middle of the four hour segment whenever this is feasible.

Section 11.2. 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 11.3. Employees shall receive a meal period during each work shift of six or more hours. Meal periods shall be scheduled near the middle of the shift whenever this is possible.

ARTICLE XII

UNIFORMS

Section 12.1. The City shall provide, maintain, clean and replace required uniforms or protective clothing.

Section 12.2. An employee who is required to wear steel-toed shoes shall receive 50% reimbursement for the cost of the shoes up to $50.00.

Section12.3 The City will attempt to provide lockers for each employee required to wear City-mandated clothing, within space limits.

ARTICLE XIII

CLEANUP TIME

Section 13.1. 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 XIV

LEAVES

Section 14.1. 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. Part time employees shall accrue prorated hours based on actual hours in paid status per month. 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 or more years of 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 Employees 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 14.2. Bereavement Leave. In the event of a death in the immediate family (husband, wife, domestic partner, 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 14.3. 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 14.4. 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 14.5. 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 14.6. Parental and Family Medical Leave. Parental leaves without pay may be granted in instances of birth or adoption 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 14.7. 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 14.8. Hardship Leave Exchange. Employees may donate sick leave to an employee who has suffered a serious non-occupational injury or illness or who has an approved family medical leave. The affected employee may receive leave donations to cover 90 calendar days from the initial date of leave. However, the affected 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. Donating employees must maintain a minimum sick leave accrual of 240 hours (120 hours for part time employees).

Section 14.9. Long Term Disability Leave. An employee who is absent due to a long term disability leave shall be able to return to his/her position within one year from initial date of absence. The employee shall maintain recall rights per section 26.4 and 26.5 for an additional two years.

ARTICLE XV

VACATION ACCUMULATION

Section 15.1.

a. Vacation leave with pay shall accrue on the following basis for full-time bargaining unit 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 based on FTE.

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. Part time employees shall accrue vacation on a prorated basis according to actual hours in paid status per month.

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 pre-approved 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.

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. 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.

g. Vacation/Sick Leave Exchange. Employees with 10 or more years of service may exchange sick leave for vacation time in accordance with the following:

Employees wishing to exchange sick leave for vacation leave must retain a minimum sick leave balance of 240 hours for full time employees and 120 hours for part time employees.

The exchange may be requested once a year following the 10 year anniversary of the employee. Employees may exchange two (2) hours of sick leave for one (1) hour of vacation, with the exchange per year being 16 hours of sick leave for eight (8) hours vacation per year after 10 years, 32 hours of sick leave for 16 hours vacation per year after 15 years, and 48 hours of sick leave for 24 hours vacation per year after 20 years.

Employees wishing to exchange leave time under this section, must submit an exchange request in writing to the Personnel Division. The exchange will be processed with the first available payroll.

ARTICLE XVI

HOLIDAYS

Section 6.1. The provisions of this article shall apply only to members of the bargaining unit whose regular workweek is forty (40) hours. Employees shall be paid for the holiday as if they had

worked their normal scheduled hours of work. Employees and supervisors may mutually agree to adjust the employee's work schedule in order to accomodate the holiday.

Employees working twenty (20) hours per week or more shall receive holiday time in proportion to the amount of hours in paid status for that month.

Section 16.2. 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
Any 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 16.3. 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 16.4. 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 16.5. 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.

Section 16.6. Holiday Library Closure:

1) When the holiday schedule comes out at the beginning of the year, all holiday library closures will be included.

2) Library division work schedules will be made up sufficiently in advance to allow part time employees to select any of the following options or combination of options:

a) Make up the hours within the pay period. Supervisors will determine the make-up hours.
b) Use vacation or compensatory leave time.
c) Use leave without pay.

3) A clearly written memorandum regarding changes in the work schedule plus options available (#2 above) will be issued at least four weeks in advance of distributing holiday library closure work schedule.

4) Training will be provided in the spring and in the fall to supervisors and employees regarding options available, time frames, and scheduling procedures.

5) Have a joint labor-management team, composed of three labor and three management representatives appointed by their respective bodies, shall review this procedure in the spring each year and recommend changes as needed.

ARTICLE XVII

OUTSIDE EMPLOYMENT

Section 17.1. Permission to work at outside employment shall not be required. Employees are required to disclose outside employment to the Personnel Division on a form provided by the City, stating the employer's name, the job title, and basic duties. The Personnel Division shall be responsible to discuss any conflict of interest concerns with the employee. 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 XXIX.

ARTICLE XVIII

WAGES

Section 18.1.

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

b. For contract period beginning 7-1-97 and ending 6-30-98 the rate of pay increase will be 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, 1996 to February 28, 1997.

c. For contract period beginning 7-1-98 and ending 6-30-99 the rate of pay increase will be 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, 1997 to February 28, 1998.

Section 18.2. The City discontinued the pickup of employee retirement contributions as of December 1, 1994 and increased salary schedules for AFSCME members by six (6) percent effective that date. This six (6) percent shall be considered as tax exempt as allowable under federal and state income tax law and regulations. The City shall continue to pay the employer PERS contribution in accordance with PERS requirements.

Should any portion of the Initiative Measure 8 (November 1994) be held invalid by a court of competent jurisdiction, AFSCME and the City shall have 180 days from the date of that decision to request that the salary schedules of AFSCME members be reduced by six (6) percent and that the City's pickup of the employee contributions to PERS be reinstated. Such reduction and reinstatement shall become effective only upon the mutual agreement of both parties.

Section 18.3. 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, and who receive a satisfactory performance evaluation 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 to employees who receive a satisfactory performance evaluation from the date of the last step increase until the employee reaches the top step of the position's pay range.

In the event an employee does not receive an evalution within 30 days after the anniversary date, the City shall automatically grant the step increase to the employee effective on the anniversary date.

Should an evaluation deny an employee a step increase, he/she may grieve through the Grievance Procedure, Article VIII.

ARTICLE XIX

JOB CLASSIFICATION AND WAGE ADJUSTMENTS

Section 19.1. The compensation and classification plan shall be administered pursuant to an administrative policy governing implementation of Article XIX. 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 19.2. Wages for New Classifications. When a new classification 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. Should the grievance proceed to binding arbitration, within five (5) days of the Step Four 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 19.3. 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 XX

SHIFT DIFFERENTIAL

Section 20.1. The following shift premiums will be paid:

a. A shift premium of thirty ($0.30) 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 forty ($0.40) 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.

Section 20.2. Shift premium pay will be treated as part of the basic rate for computation of overtime.

Section 20.3. 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 (½) 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 20.4. The City retains the exclusive right to establish work schedules to accommodate operating needs which might minimize shift premium pay.

ARTICLE XXI

ACTING IN CAPACITY

Section 21.1. 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 21.2. Extra Duties. When a vacancy or an absence longer than ten working days occurs, the work unit supervisor shall prepare a written work plan for the distribution of work which will be shared with all employees in the work unit. If the work plan results in the partial distribution of essential functions of a higher classified job, each employee assigned those duties and responsibilities outside of their own classification shall receive an additional two percent (2%) of their regular pay as extra duties compensation during the duration of the work plan assignments. Such compensation shall be retroactive to the first day of the assignment.

Section 21.3. This article shall not apply to an employee working in a job-related training program provided the program and its duration are given to the employee in writing prior to entering the program.

Section 21.4. An employee who is designated to act in capacity or with extra duties outside of the bargaining unit, as provided for above, shall remain a member of the bargaining unit.

Section 21.5. The City will designate acting in capacity and/or extra duties in writing when such duties are assigned. If the City fails to so designate, the employee shall have cause for a grievance.

ARTICLE XXII

HEALTH AND DENTAL INSURANCE BENEFITS

Section 22.1. 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 bargaining unit employees and their dependents.

Section 22.2. Employees and their dependents are eligible for coverage beginning the first day of the month following thirty (30) days' employment.

Section 22.3. The City shall pay the full cost of group medical and dental insurance premiums up to full family coverage.

Regular part-time bargaining unit employees designated at less than .75 FTE are eligible for City payment not to exceed the cost of single medical and dental coverage. Part time Public Safety Dispatchers and part time bargaining unit employees designated at .75 or greater FTE are eligible for City payment not to exceed the cost of single plus one medical and dental coverage.

The City's contribution toward the purchase of such group insurance shall continue for a maximum of twelve (12) calendar months from the intial date of leave for employees who are absent due to on-the-job illness or accident or on long term disability insurance leave.

For fiscal year 1996-97 the City shall pay the full cost of group medical and dental insurance premiums up to full family coverage. For fiscal year 1997-98, any increase in the combined premium in excess of 15% over FY 1996-97 will be shared equally by the City and the employee. For fiscal year 1998-99, any increase in the combined premium in excess of 15% over FY 1997-98 will be shared equally by the City and the employee.

Section 22.4. 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 22.5. The City shall make available an employee assistance program.

Section 22.6. Health Care Review Committee. The Committee shall be responsible for determining the most cost beneficial health care and related programs. To carry out this task, the Committee shall obtain and review claims and usage data and provide input to proposals and contracts relating to health care, employee assistance program, long term disablility, and other insurance programs. The Committee shall meet at least quarterly and be chaired by the Personnel Administrator. Membership shall consist of nine members with two designated by each bargaining unit and three designated by the City. Each member shall be responsible for supporting and educating their bargaining unit members or exempt employees in regards to full committee recommendations. Committee recommendations shall be submitted to the City Manager and the bargaining units for approval.

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 XXIII

OTHER BENEFITS

Section 23.1. Life Insurance. The City shall 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 23.2. Long Term Disability Insurance. The City shall provide bargaining unit members with long term disability coverage equal to 60% of a member's taxable monthly salary, reduced by any deductible income, up to a maximum of $6,000 per month. Eligibility shall commence 90 days after the disabling event.

Section 23.3. 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 23.4. All employees shall be covered by Unemployment Insurance as required by statute.

Section 23.5. The City will pay the employee's daily assessment to the State Accident Insurance Fund.

Section 23.6. Use of Personal Vehicles. Employees traveling on duty will be provided a City vehicle or paid for the cost of travel including a personal vehicle or other approved transportation. The rate of mileage reimbursment shall be the rate set by the Finance Department. The City is responsible to provide secondary insurance coverage to cover claims not covered by the primary insurance carrier. The City shall not require the use of a personal vehicle as a condition of employment.

Section 23.7. Educational Reimbursement. 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 23.7.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 XXIV

POSTING JOB VACANCIES

Section 24.1. Any vacancy which occurs in a 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 14 calendar 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. Following the selection process, any bargaining unit candidate not selected for the position may request an interview with the appointing supervisor to discuss his/her qualifications for the purpose of gaining an understanding of areas of strength and weakness as well as development needs.

Section 24.2. 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 24.3. The City and the Union agree to the premise that all qualified applicants, regardless of race, color, religion, national origin, sex, age, sexual orientation, source of income, marital status, family status, veteran status, or physical or mental disability, 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 24.4. 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 XXV

PROBATIONARY PERIOD

Section 25.1. 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 25.2. Employees will be required to serve a probationary period, not to exceed six (6) months from date of hire or movement into a classification, 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 25.3. 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 25.4. The Union further recognizes the right of the City to terminate new employees on probationary status for any reason without appeal.

Section 25.5. 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 XXVI

SENIORITY

Section 26.1. 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 bargaining unit position. Time spent in an exempt position shall not be included in computations for the purpose of determining seniority. Employees who become members of the bargaining unit by exceeding 1,040 hours of employment shall accrue seniority from most recent date of hire.

Section 26.2. 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 26.3. 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 or extra duties 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 XXVII

REDUCTION IN FORCE, LAYOFF

Section 27.1. 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 27.2. Order of Layoff. While the City reserves the right to determine which positions to eliminate, bargaining unit 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. If funding for a bargaining unit position is unavailable, temporary employees within the department who are performing job functions similar to that position will be terminated before a bargaining unit member is laid off.

Section 27.3. Bumping. Employees with at least one year seniority 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. Employees with less than one year's seniority shall have no bumping rights.

Section 27.4. 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 27.5. 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 XXVIII

CONTRACTING OUT

Section 28.1. Prior to contracting or subcontracting work that reduces or eliminates a bargaining unit position, the City shall notify the Union and the Labor Management Advisory Team (LMAT). LMAT shall develop alternatives and other proposals and make a recommendation to the City Manager within 60 days of the City's notice.

Upon receiving the LMAT recommendation should the City Manager decide to contract, or subcontract work, the affected employees shall be given, in addition to any other provisions of this Agreement, at least 60 days prior written notice. The City shall continue to provide health and dental insurance for a period not to exceed six (6) months or until the employee receives insurance coverage with another employer, whichever comes first, to any employee whose termination is a result of a decision to contract or subcontract out.

In consideration of the above, the Union waives any claim to bargain the City's decision to contract out or subcontract work during the term of this Agreement.

ARTICLE XXIX

DISCIPLINE AND DISCHARGE

Section 29.1. 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. No regular employee shall be disciplined without just cause.

Section 29.2. 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 29.3. 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 City Manager or his/her designee within five (5) days of the hearing. The suspended employee shall have the right to designate his/her representative.

Section 29.4. The Union shall have the right to take up a 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.

ARTICLE XXX

SAFETY

Section 30.1. 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 XXXI

PREVAILING BENEFITS

Section 31.1. No employee covered by this Agreement shall suffer a loss of compensation or economic benefit by the signing of this Agreement.

ARTICLE XXXII

PERSONNEL RECORDS

Section 32.1. 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 32.2. 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 32.3. 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 32.4. 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 32.5. 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 32.6. An employee may, upon request, obtain copies of any of the contents of his/her personnel file.

Section 32.7. There shall be only one (1) personnel file.

ARTICLE XXXIII

SAVINGS CLAUSE

Section 33.1. 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 XXXIV

TERM OF AGREEMENT

Section 34.1. Effective Dates. This Agreement shall be effective as of July 1, 1996, 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, 1999.

Section 34.2. 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 34.3. 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 34.4. 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 34.5. 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 34.6. 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 June 18, 1996.

FOR CITY OF CORVALLIS, OREGON

JON NELSON
CITY MANAGER

ELLEN VOLMERT
ASSISTANT CITY MANAGER

SCOTT FEWEL

NEIL MANN

CHRISTINA ZELAZEK

DOUG VANPELT

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

TONY KRIEG, PRESIDENT
AFSCME LOCAL 2975

LOU SINNIGER
COUNCIL 75 REPRESENTATIVE

KIRT EDBLOM

ALICE GRUZA

JOE KASPER

MIKE HINTON

APPENDIX A

CITY OF CORVALLIS/AFSCME CLASSIFICATION SCHEDULE

JOB GROUP	CLASSIFICATION TITLE
24	Civil Engineer II
24	Environmental Engineer (Analyst)
23	Associate Planner
23	Civil Engineer I
23	GIS Coordinator
23	Housing Program Coordinator
23	Land Surveyor
23	PC/LAN Specialist
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	Environmental Analyst
22	Extension Librarian
22	Instrument Technician II
22	Technical Services Librarian
22	Transit Coordinator
21	Accountant
21	Bldg Maintenance Technician
21	Electronic Technician II
21	Engineer Technician III
21	Equipment Maintenance Technician
21	Instrument Technician I
21	Mechanic
21	Ombudsperson
21	Park Maintenance Specialist
21	Plans Examiner I
21	Public Safety Dispatcher Leadworker
21	Recreation Coordinator
21	Site Engineering Review Specialist
21	Special Transportation Coordinator
21	Street Maintenance Leadworker
21	Utility Maintenance Leadworker
21	Wastewater Plant Operator
21	Water Plant Operator
21	Water Quality Analyst
21	Water Utility Specialist

APPENDIX A (Continued)

JOB GROUP	CLASSIFICATION TITLE
20	Building & Grounds Maintenance Specialist
20	Building Inspector I
20	Public Safety Dispatcher
20	Senior Staff Assistant
20	Sewer Maintenance Specialist
20	Street Maintenance Specialist
20	Traffic Maintenance Technician
20	Water Maintenance Specialist
19	Financial Analyst
19	Bookmobile Clerk
19	Community Library Clerk
19	Engineer Technician II
19	Lab Technician
19	Library Specialist IV
19	Permit Specialist
19	Staff Assistant
19	Systems Operator
19	Water Meter Reader
18	Accounting Analyst
18	Department Accounting Analyst
18	Animal Control Officer
18	Library Specialist III
18	Records Specialist/Leadworker
18	Secretary III
17	MOBL Driver
17	Parking Enforcement Officer
17	Property Control Specialist
16	Account Specialist
16	Court Clerk
16	Equipment Service Person
16	Library Specialist II
16	Records Specialist
16	Secretary II
15	Mail Service Specialist
15	Secretary I/Office Assistant
09	Shelver

6/20/96

City of Corvallis
AFSCME Salary Schedule - Effective 7/1/96

Job Group	Step 1	2	3	4	5	6
24	40,800.24	42,605.06	44,421.73	46,251.30	48,055.70	49,860.30
	3,400.02	3,550.42	3,701.81	3,854.28	4,004.64	4,155.03
	19.6155	20.4832	21.3566	22.2362	23.1037	23.9713
23	37,784.66	39,465.50	41,134.08	42,827.41	44,483.71	46,189.31
	3,148.72	3,288.79	3,427.84	3,568.95	3,706.98	3,849.11
	18.1657	18.9738	19.7760	20.5901	21.3864	22.2064
22	34,954.19	36,536.24	38,081.26	39,650.83	41,196.06	42,753.36
	2,912.85	3,044.69	3,173.44	3,304.24	3,433.01	3,562.78
	16.8049	17.5655	18.3083	19.0629	19.8058	20.5545
21	32,395.58	33,854.08	35,287.82	36,721.57	38,180.06	39,613.81
	2,699.63	2,821.17	2,940.65	3,060.13	3,181.67	3,301.15
	15.5748	16.2760	16.9653	17.6546	18.3558	19.0451
20	30,059.54	31,406.75	32,741.70	34,076.64	35,399.10	36,746.32
	2,504.96	2,617.23	2,728.48	2,839.72	2,949.93	3,062.19
	14.4517	15.0994	15.7412	16.3830	17.0188	17.6665
19	27,933.78	29,194.26	30,430.40	31,678.82	32,927.02	34,150.69
	2,327.82	2,432.86	2,535.87	2,639.90	2,743.92	2,845.89
	13.4297	14.0357	14.6300	15.2302	15.8303	16.4186
18	26,116.69	27,229.07	28,378.69	29,552.64	30,689.98	31,864.14
	2,176.39	2,269.09	2,364.89	2,462.72	2,557.50	2,655.35
	12.5561	13.0909	13.6436	14.2080	14.7548	15.3193
17	24,917.78	26,030.16	27,142.54	28,255.14	29,355.04	30,467.42
	2,076.48	2,169.18	2,261.88	2,354.60	2,446.25	2,538.95
	11.9797	12.5145	13.0493	13.5842	14.1130	14.6478
16	22,779.54	23,780.64	24,794.22	25,807.81	26,821.18	27,834.77
	1,898.30	1,981.72	2,066.19	2,150.65	2,235.10	2,319.56
	10.9517	11.4330	11.9203	12.4076	12.8948	13.3821
15	21,321.04	22,260.37	23,199.90	24,139.02	25,115.58	26,042.64
	1,776.75	1,855.03	1,933.33	2,011.59	2,092.97	2,170.22
	10.2505	10.7021	11.1538	11.6053	12.0748	12.5205
14	19,973.82	20,863.86	21,765.95	22,643.50	23,533.33	24,435.84
	1,664.49	1,738.66	1,813.83	1,886.96	1,961.11	2,036.32
	9.6028	10.0307	10.4644	10.8863	11.3141	11.7480
13	18,799.66	19,615.44	20,468.24	21,321.04	22,136.82	22,977.34
	1,566.64	1,634.62	1,705.69	1,776.75	1,844.74	1,914.78
	9.0383	9.4305	9.8405	10.2505	10.6427	11.0468
12	17,736.78	18,527.60	19,294.08	20,072.62	20,875.92	21,667.15
	1,478.07	1,543.97	1,607.84	1,672.72	1,739.66	1,805.60
	8.5273	8.9075	9.2760	9.6503	10.0365	10.4169
11	16,710.72	17,476.99	18,206.24	18,960.24	19,664.94	20,443.49
	1,392.56	1,456.42	1,517.19	1,580.02	1,638.75	1,703.62
	8.0340	8.4024	8.7530	9.1155	9.4543	9.8286
10	15,808.62	16,512.91	17,242.16	17,922.11	18,614.34	19,318.62
	1,317.39	1,376.08	1,436.85	1,493.51	1,551.20	1,609.89
	7.6003	7.9389	8.2895	8.6164	8.9492	9.2878
9	13,534.14	14,139.84	14,770.08	15,326.48	15,944.45	16,562.42
	1,127.85	1,178.32	1,230.84	1,277.21	1,328.70	1,380.20
	6.5068	6.7980	7.1010	7.3685	7.6656	7.9627

APPENDIX C

LETTER OF AGREEMENT - TRANSPORTATION EMPLOYEE TESTING

MEMORANDUM OF AGREEMENT FOR THE IMPLEMENTATION OF THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

This Memorandum of Agreement (MOA) is between the City of Corvallis (CITY) and the American Federation of State, County and Municipal Employees, Council 75, Local 2975, AFL-CIO, (AFSCME), for the purpose of specifying the drug and alcohol testing program as promulgated by the Omnibus Transportation Employee Testing Act of 1991 and subsequent requirements of the Federal Highway Administration to implement the Act as well as to promote safe services to the public and a drug free workplace for employees. The Parties agree to the following in order to comply with the rules established by the Federal Highway Administration in 49 CFR parts 382, et al:

1. Scope of Agreement. This MOA applies only to those employees who hold and use a Commercial Driver's License (CDL) in the course of employment with the CITY. Nothing in this MOA is intended to nullify or amend the employee's rights, obligations, or conditions of employment as set forth by law, collective bargaining agreement, or City policy, procedure or work rule.

2. Representation. Employees covered by this MOA shall have the right to request AFSCME representation to any discussions with the CITY concerning this program.

3. Costs. The CITY shall pay all costs for the implementation and administration of this program. Subsequent employee testing and evaluations shall be considered hours of work for pay purposes. Employees who test positive and seek the recommended treatment and counseling shall be responsible for the costs incurred through the CITY-provided health insurance and Employee Assistance Program (EAP). The CITY shall cover up to $500 in out-of-pocket direct medical and mental health expenses not covered by the EAP and health insurance program for employees who voluntarily seek treatment before any random or other testing is required by the CITY.

4. Random Testing Procedures. Employees covered by this MOA shall be placed in the pool for anonymous random selection by the CITY's Contractor. Each employee shall have an equal chance of being selected in each random selection incident. The CITY shall conduct a reasonable number and type of tests per year necessary to meet the minimum federal requirements. As of the date of this MOA, the tests include urinalysis for marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines of at least 50 percent of the employees per year and breath testing for alcohol concentrations of over .02 percent of at least 25 percent of employees per year. The results shall be reviewed by a Medical Review Officer, and they shall be shared first with the employee and, if appropriate, with the CITY Assistant City Manager or designee.

5. Accident Testing Requirements. An employee covered by this MOA who is involved in an accident (as defined in Part 390.5 of the Federal Regulations) while performing her/his assigned duties shall be required to submit to drug testing as mandated by Federal

Highway Administration rules. The employee shall remain readily available for testing unless there is a life-threatening or life-saving occurrence requiring the employee to vacate the scene.

6. Reasonable suspicion testing. Testing may be required for reasonable suspicion when an employee is judged, based upon observations by two or more trained supervisors, that the employee's appearance, behavior, speech, or body odor give them cause to believe that the employee may be in violation of the alcohol or controlled substance prohibitions of this Agreement and/or City policy. Supervisor's observations will be reduced to writing as soon as reasonable after the tests are conducted.

7. Other Testing. Follow up testing may be required by the treatment provider (Substance Abuse Professional) or EAP during the rehabilitation process.

8. Employee Testing Options. Employees who question the validity of the controlled substance test may request in writing a retest or a split sample test within 72 hours of the results of the original test.Cost of the second test shall be borne by the CITY unless the employee chooses to utilize a different certified laboratory, in which case the cost shall be borne by the employee. The CITY shall offer a confirming breathalyser test for alcohol immediately should the initial test be positive.

9. Employee Consequences and Responsibilities. Federal rules prohibit an employee covered by this statute from refusing to submit to alcohol and controlled substance testing. Employees who refuse to submit to such testing shall be subject to discipline up to and including termination. In no event shall an employee be allowed to return to work without submitting to such testing.

An employee who tests positive for a controlled substance or .04% concentration level of alcohol, shall be referred to the Substance Abuse Professional (SAP) for evaluation. Such employee shall not be subject to discipline unless she/he fails to comply with the SAP recommendations or rehabilitative treatment, outpatient counseling, or a signed Return to Work Agreement, which has been completed by both parties. An employee must enter into a Return to Work Agreement whenever he/she has a positive test result. The Return to Work Agreement is a statement of the circumstances by which the employee maintains her/his employment with the CITY.

Employees seeking treatment shall have the right to choose their treatment provider based on the needs identified in the medical recommendations. Those employees who test at .02 % or above alcohol concentration levels shall be ordered off the worksite for at least 8 hours and placed on administrative leave for the remainder of their shift. Such an employee may not return to duty until a negative return to duty breath alcohol test is obtained. In any event, employees who test at .02 % or above alcohol concentration levels may not drive a vehicle requiring a commercial driver's license for at least 24 hours following the test.

10. Training. In accordance with 49 CFR 382 subpart F, the CITY shall be responsible for training and informing all supervisors and employees about this program including objective methods of detecting drug and alcohol abuse. Such training shall be provided at the start of this program and annually thereafter. The training shall be mandatory for all employees covered by this MOA and their supervisors, managers and AFSCME representatives. Attendees shall be required to sign a statement of attendance.

11. Term. This MOA shall be effective as of December 1, 1995 upon approval by the parties and shall be automatically renewed annually unless either party notifies the other of their desire to modify or discontinue the MOA by November 1st of each year.

12. Duty to Represent. AFSCME shall be held harmless of the violation of any employee's rights by the CITY arising from the administration of this Agreement.

DATED this 13 day of December, 1995.

AFSCME President

Assistant City Manager

AFSCME Chief Steward

Public Works Director

AFSCME Representative

City Manager

CORVALLIS

ENHANCING COMMUNITY LIVABILITY

AMERICAN FEDERATION · STATE COUNTY · MUNICIPAL EMPLOYEES

AFL-CIO