# AGREEMENT

Between

THE CITY OF CORVALLIS, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES LOCAL 2975,

COUNCIL 75

Effective December 20, 2005
Through
June 30, 2008

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## 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 and Seasonal employees in the Parks and Recreation Department (Park Seasonals) scheduled to work at least one thousand forty (1,040) hours per year from their most recent dates 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 or confidential positions, 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. Park Seasonals. All seasonal Parks and Recreation Department employees (Park Seasonals) meeting the definition of the bargaining unit per Section 1.1 above are members of the bargaining unit and, except where otherwise noted, this Agreement applies with full force and effect to the Park Seasonals.

## 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. No employee shall be required to become or remain a member of the Union as a condition of employment. There shall be no discrimination, interference, restraint, or coercion by the City, Union, Union representative or any City representative against any employee because of Union membership or nonmembership, 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 be used solely to defray the costs of the collective bargaining process, administering this Agreement and pursuing matters affecting wages, hours and other conditions of employment, and 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 in leave without pay status or terminating with less than eleven (11) working days in any pay period 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.

Section 3.5. Members will not be required to perform the duties of employees of another public agency while that agency is engaged in a strike recognized by the Union unless such duties are necessary to maintain City services or equipment, maintain the City's obligations to another agency under a current practice or existing contract, or where, in the City's sole judgement, such duties are necessary due to an emergency where there is a threat to public health or safety within the Corvallis area.

## 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 nor 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, sources 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 chooses 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.

Section 5.5. Respectful Work Environment. Both parties agree that employees have the right to a safe and respectful work environment in order to perform their jobs to the best of their ability. Therefore, behavior which intimidates or obstructs this right is prohibited.

## 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. Scheduling Contract Administration. Contract administration is defined as those activities undertaken by certified Union representatives which pertain directly and specifically to administering this Agreement and its covered employees, including formal grievance procedures, meeting with the City for the purposes of collective bargaining or contract interpretation relative to the specific terms and conditions of employment for the unit, solicitation of Union members for Joint Labor Management Committees, or for meetings with the City relative to discussions/investigations that may lead to discipline.

Contract administration may be carried out without loss of pay to the employees involved where such activities do not require a substantial period of time or where such activities cannot reasonably be performed outside scheduled working hours. Such activities must be performed without disruption of employees' work performance. Employees must have obtained an approval from their supervisors prior to engaging in contract administration on City time and shall code such time on their time sheet.

The City agrees that certified Union representatives shall be afforded reasonable access to non-working spaces for the purpose of contract administration, provided such access does not interfere with the performance by City employees of their duties. Non-working spaces are break rooms, conference rooms, City rental rooms, or like facilities which are not in use. The Union representative shall be responsible for notifying the supervisor of such space before the meeting time to ensure that the space is available at the specified time.

Section 6.3. Conducting Union Activities. Union activities are defined as Union organizing or representation activities relative to members of the collective bargaining unit or general union activities such as organizing, solicitation and distribution, representative training, research, or education, the internal administration of the Union, meetings with members outside of contract administration, or other mutual aid or protection. The parties agree to the primary principal that Union activities will normally be carried on outside of working hours and during the non-working time of an employee's normal work shift.

Section 6.4. Meeting with the City. Certified 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 approval from their supervisors prior to engaging in contract administration on City time and shall code such time on their time sheet. 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 for contract administration when, in the City's judgment, such privileges are being abused.

Section 6.5. Union Functions. 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) regular business days will be required. Requests will be in writing to the employee's immediate supervisor on the department's leave request form and the supervisor shall consult with the Personnel Division prior to approving or denying the request. Unpaid leave shall be coded as such time on their time sheet.

Section 6.6. The Union shall have the right to use up to a total of one-third of the space on designated bulletin boards in City facilities for Union-related business for all of the employees they represent at the City. 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 Assistant 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 bimonthly. 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.

## 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. When the specified day falls on a non-business day, the deadline will be extended to the next business day. Business day is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. except for observed holidays as specified in Section 16.1.

Section 8.3. Representation.

a. Employees shall have the right to be represented by the Union at any point in 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 the employee shall meet with his/her supervisor to discuss the concerns and may have Union representation if he/she chooses. If there is no resolution through this informal means with the supervisor, a grievance may be submitted in writing, in accordance

with the Step One procedure described below either before or after the joint investigation process as identified.

A joint investigation can be conducted upon the mutual agreement of the City and the Union with the concurrence of the grievant and may take place at any point in the grievance procedure prior to Step Three. The grievant is entitled to Union representation throughout the investigative process.

The joint investigation team (Team) shall be comprised of two representatives from the City and two representatives from the Union. City representatives may not be from the employee's direct line of supervision and Union representatives may not be directly involved in the grievance. The Team has the authority to interview any witnesses and gather any information that it mutually deems necessary. The Team shall have thirty (30) calendar days from receiving the request for a joint investigation to complete a written and jointly signed report containing mutually acceptable findings of fact and recommendations concerning the merits of the grievance. City representatives and/or Union representatives may also submit separate written reports on matters which have not been mutually agreed upon. The Team shall meet with the aggrieved employee, his/her supervisor and Department Director, and the employee's Union representative to present its findings upon the completion of the report.

Step One. Within twenty (20) 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 supervisor, and must include:

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

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

- A detailed statement of the remedy(ies) sought; and

- Name, position, and department of the grievant and his/her Union representative if applicable.

The supervisor may, if he/she deems necessary, call a meeting to get additional information regarding the grievance as filed. A written response including a detailed description of the supervisor's view of the facts and rationale for his/her conclusions shall be provided to the grievant and the Union, within fifteen (15) calendar days of the receipt of the grievance.

Step Two. If the grievance has not been resolved in Step One, or the supervisor has not responded in a timely manner, the grievance may be submitted to the Department Director. It must be submitted within fifteen (15) calendar days of the supervisor's Step One response or failure to respond. The Department Director shall meet with the grievant and Union representative(s) at a mutually agreeable time and furnish a written response within fifteen (15) calendar days.

Step Three. If the grievance has not been resolved in Step Two, or the Department Director has not responded in a timely manner, the grievance may be submitted to the City

Manager. The City Manager shall meet with the grievant and Union representative(s) at a mutually agreeable time and furnish a written response within fifteen (15) calendar days. Both the grievant and the Union will be provided with copies of City Manager's written responses.

Step Four. If the grievance has not been resolved in Step Three, 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) calendar days of the Step Three 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 Five. If the grievance has not been resolved in Step Four 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 Four 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 and Work Schedules. The workweek is defined as a fixed and regularly reoccurring period of seven (7) consecutive twenty-four (24) hour periods. Workweeks shall be established for each employee. Where no specific workweek has been established for an employee, the default workweek shall be from 12:01 a.m. Sunday to midnight Saturday. Work schedules are the workdays, days off, and hours of work identified within the employee's workweek. Within the workweek, the normal work schedule for regular full-time employees is

forty (40) hours. However, the City makes no guarantee of a forty (40) hour work schedule. As far as practicable, this work schedule 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, alternative work schedules, flexible work schedules, 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 fourteen (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 reschedule shifts with less than the above required notice in any situation it deems to be an emergency. 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. Employee requests for a schedule change in order to mitigate the negative effects of working extensive overtime will normally be granted so long as the supervisor determines operating needs can be met and they do not create additional overtime liability for the City.

Section 9.4. Overtime. Overtime shall be defined as time worked in excess of forty (40) hours within a workweek For purposes of calculating overtime, approved sick leave, compensatory time off, holidays, hours worked on a holiday that are a part of an employee's regularly scheduled shift, and vacation leave are co···ed. Callback hours worked during a regular shift are not counted for the purposes of calculating overtime. Refer to Section 16.5 for hours worked on a holiday.

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-quarter (1/4) hour (15 minutes). 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. However, an employee is required to be compensated in cash when he/she works overtime filling in for another employee who is absent from work while using compensatory time. Accumulated compensatory time may be converted to cash by an employee requesting payment on a regular time sheet with payment received on the associated pay day or by an employee submitting a written request to his/her supervisor by the tenth ($10^{th}$) of each month for payment on the fifteenth ($15^{th}$) of that month. Mid-month checks are limited to three (3) draws checks per fiscal year and three (3) compensatory time cash out checks per fiscal year. 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 and the Union, for developing written procedures to implement this section.

Section 9.8. Callback and Remote Access.

a. Any employee assigned or requested to work other than his/her regular shift with less than 24 hours notice and where such work requires remaining at or traveling to a work site for such an assignment will be compensated for such time at a rate of one and one half (1½) times his/her straight time rate, either by payment or by compensatory time off. However, if less than two (2) hours are annexed to the end of an employee's shift, those hours shall not be treated as callback regardless of notice. In all other cases, the 24 hour notice requirement shall apply. If two (2) or more such hours are worked, then all extra hours are considered callback. 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 call back without additional payment, so long as the multiple call back occurs within two (2) hours. This section applies equally to part-time and full-time employees.

b. If the City assigns work to an employee outside of their regularly scheduled shift, but such work does not require the employee to remain at or travel to a City work site (such as remote computer access or phone access) such work shall not be considered callback regardless of notice. However, the employee shall be entitled compensation at one-and-one half (1 ½ ) times their straight time rate for the duration of the work or for a minimum of one (1) hour of such compensation, whichever is greater.

Section 9.9. Standby Duty. Standby duty is defined as an employee status of being ready and able to report to work and being available by phone or other electronic device during non-scheduled hours of work.

The City will schedule in advance when and where it needs employees on standby duty. The City shall have the sole authority to determine the qualifications needed for standby duty assignments, including response time. The City shall also describe any after-hours operating needs and qualifications, to the extent practical, in job descriptions for affected position classifications. Qualified employees will be given an equal opportunity to volunteer for standby duty assignment. Standby duty will be voluntary except in cases of emergencies or when the City deems urgent operational needs cannot be reasonably be met without requiring standby duty. Departments shall be responsible, with input from their bargaining unit members, for developing written procedures to implement this section in a manner which minimizes required standby duty

by any employee. No employee will be required to work more than seven (7) days of standby duty per fiscal year.

Employees assigned standby duty are expected to respond when contacted and shall receive one (1) hour straight pay for each ten (10) hours designated in standby duty status. The one (1) hour straight time pay shall be prorated for any portion of hours of standby duty less than ten (10) hours. Employees may choose to be compensated by payment or by accruing standby duty pay as compensatory time, as long as the employee has not reached his/her compensatory time cap.

Department Directors may allow exceptions to response time requirements as long as operational needs are met. Any such exceptions shall be designated in writing. The provisions of this section shall not apply to any employee required to reside at his/her job site.

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 thirty (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 cannot be reasonably met without requiring extra hours worked. The City and the Union agree that extra hours shall 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 procedure to implement this section. Employees working extra hours in their own classification or a casual position equivalent to their regular classification shall be paid their regular rate of pay. Employees working extra hours in a classification that is not equivalent to their regular position shall be paid at Step 1 of the applicable equivalent AFSCME classification wage.

Section 9.12.b. Library Reoccurring Extra Hours. At least half of all Library reoccurring extra hours in any given classification shall first be offered to part-time employees in the equivalent classification as the reoccurring extra hours offered and who have expressed written interest in additional work before such hours are offered to casual or temporary employees. These hours shall be offered in a fair and consistent manner once each calendar year or whenever such hours are newly created. The Library has the discretion to determine what hours will be offered. Part-time employees in a different classification from the reoccurring extra hours offered are eligible to work such hours but have no preference over other casual or temporary employees. Reoccurring extra hours are defined as hours that are expected to continue on the same day of the week and at the same time of day for at least two months. Non-Community Library Clerk

employees assigned to work reoccurring Community Library Clerk extra hours in the Bookmobile or in the Alsea, Monroe, or Philomath branches shall be paid at Step 3 of Job Group 17.

Section 9.13. Scheduling Compensatory Time Off. Requests for compensatory time off shall be approved or denied within ten (10) working days of being submitted. Cancellation of the pre-approved compensatory time off shall be limited to emergency situations not under the control of the City.

Section 9.14. Pay for Overnight Travel Time to Conduct City Business. When requiring an employee to attend an event to conduct City business (i.e., City-required training, professional conferences, and other events directly related to an employee's current position) which will require an overnight stay away from his/her regularly assigned work site, the City shall endeavor to make travel arrangements in such a way as to ensure that travel time does not unduly impact the employee's personal time, providing that such arrangements do not significantly increase the total cost of the employee's attendance at the event. The following procedures shall be utilized to determine the best method to accomplish this goal:

a. The supervisor shall, whenever possible, endeavor to arrange transportation to and from the event so as to ensure that travel to and from the event takes place during the hours of the employee's regular work shift. Such transportation arrangements may not increase the overall cost of the employee's attendance at the event more than five percent (5%). The cost of the employee's time will not be included in the calculation of transportation cost or the overall cost of attendance.

b. If it is not possible to make travel arrangements to ensure that all travel will occur during the hours of the employee's regular work shift, the supervisor shall, whenever possible and with the concurrence of the employee, revise the employee's regular work schedule so that the employee can take an amount of unpaid time off during the same work week in which travel occurs equal to the amount of time the City reasonable anticipates the employee will spend traveling to and from the event. Such flexible scheduling is exempt from the notification requirements outlined in Article 9, Section 3 of this agreement.

c. If it is not possible to either arrange the travel time to occur during the hours of the employee's regular work shift and/or arrange flexible time off equal to the total number of hours outside the employee's regular work schedule that the City anticipates will be spent traveling to and from the event, the employee may, at her/his option, forego attending the event.

d. If flexible time off has been offered but was not accepted by the employee, the employee cannot forego the event provided that the employee was given five (5) work days advance notice of the event

e. Where travel time has been determined to be working hours (i.e., the employee shall receive compensation for her/his time), the employee can be assigned work for that travel period.

## 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 approved vacation leave or compensatory time 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. Employees allowed to leave the worksite prior to the designation by the City Manager (pursuant to Section 10.3) will receive regular pay only for the time after the designation. Leave time granted prior to the designation shall be covered by the employee's accrued vacation or compensatory time or leave 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. Rest periods must be taken separate from meal periods.

Section 11.2. Employees who for any reason work beyond their regular quitting time shall receive a fifteen (15) minute paid rest period before they start working the additional time if it is anticipated by the supervisor that they will work a minimum of two (2) additional hours.

Section 11.3. Employees shall receive a meal period during each work shift of six (6) 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 may require employees to wear uniforms or protective clothing. The City shall provide, maintain, clean and replace required uniforms or protective clothing.

Section 12.2. Safety Shoes. An employee who is required to wear protective footwear shall receive 50% reimbursement for the cost of purchase or repair up to $150 every two fiscal years, or for Park Seasonals, every three fiscal years. Protective footwear is defined as any

footwear specified by OSHA requirements or other protective footwear as defined by the employee's department.

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 cleanup 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

This Article shall not apply to Park Seasonals.

Section 14.1. Sick Leave.

a. To reduce the cost of non occupational 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 pay period month of service. Part time employees shall accrue prorated hours based on actual hours in paid status per pay period month. There shall be a limit of 1040 hours that can be accrued. An employee who has a current accrual over the 1040 hours at the date of the ratification of this Agreement will retain those hours until used. Eligibility for sick leave benefits begins after the first thirty (30) days of employment. Sick leave can be used to supplement worker's compensation for an accepted illness or disability associated with their City employment as provided in Section 14.1.c. below.

b. Employees with ten (10) or more years of service and all retirees shall be compensated upon termination one-half (½) of their accrued sick leave up to a maximum of 480 hours of pay for 960 hours of sick leave deducted. One-half (½) of any remaining sick leave for employees with ten (10) or more years of service and one-half (½) of all sick leave for employees with less than ten (10) years of service will be converted to the Public Employees Retirement System/Oregon Public Service Retirement Program (PERS/OPSRP) in accordance with PERS/OPSRP 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 or for family medical leave as allowable under State or federal law. 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, or as necessary to determine eligibility for family medical leave, verification of illness may be required. Where the City requires a doctor's verification, the City will reimburse the

employee for any out of pocket co pay required pursuant to the process prescribed by the Personnel Division.

To the extent an employee on time loss associated with workers' compensation, has a net salary greater than his/her workers' compensation payment, he/she may supplement his/her workers' compensation benefit amount through the use of his/her sick leave to make up the difference. Net salary is determined from the average of the three (3) prior pay periods using the employee's gross regular salary less any legal withholding exemptions and other mandatory deductions, but including any optional deductions (United Way, credit union, etc.). Sick leave may not be used where it would result in a total wage and benefit greater than net salary.

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. Supervisors may establish different reporting requirements so long as written notice is given to employees in advance. The giving of notification as provided in this section shall not absolve an employee from responsibility for unauthorized leave of absence.

e. A completed pay period month for which benefits herein shall accrue is defined as a pay period month in which the employee has been in pay status for eleven (11) or more working days (eight (8) hour periods) in that pay period month. Current period sick leave accrual is available for use if at the time of timesheet entry the employee is shown to have been in paid status for eleven (11) days in that pay period. Time loss due to on-the-job illness or accident shall be counted as time in pay status, to a maximum of three (3) pay period 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 (spouse, domestic partner, parent, child, sibling, aunt, uncle, grandchild, grandparent, legal dependent living in household, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parent, step-grandparent, and step-child). The department director 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 regular 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 regular 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 director. 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. Employees are generally required to use applicable accrued leaves prior to the use of leave without pay. The distribution of paid and unpaid leaves may be structured differently if all applicable accrued leaves will be exhausted by the end of the approved leave period.

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 14.5. The City shall abide by all applicable Federal and State Laws. Upon an employee's request, the Personnel Division 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) regular 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 fourth step of the grievance procedure.

Section 14.8. Hardship/Sick 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 up to ninety (90) calendar days from the initial date of leave. However, the affected employee must first exhaust all available paid leaves. Donated time will be exchanged hour for hour without a change

in pay. Management may require doctors' certification of illness or injury. Donating employees must maintain a minimum sick leave accrual of 240 hours (120 hours for part time employees). Employees may not receive donated leaves for any hours for which they have the option to work modified duty.

Section 14.9. Long Term Disability Leave. An employee who is absent or terminated due to a long term disability leave shall be able to return to his/her position within one year from an initial date of absence. The employee shall maintain recall rights per section 27.4. and 27.5. for an additional two years.

## ARTICLE XV
## VACATION ACCUMULATION

Except where otherwise noted, this Article shall not apply to Park Seasonals.

Section 15.1.

a. Vacation leave with pay shall accrue on the following basis: for full-time bargaining unit employees per the chart below; and, for part-time employees, per the chart below, on a prorated basis according to actual hours in paid status per pay period month.

| Months of Service | Annual Accumulation | Monthly Accumulation |
|---|---|---|
| 7- 30 mos. ( 0 to 2.5 years) | 96 hours (12 days) | 8.0 hours |
| 31 - 60 mos. (2.5 - 5 years) | 108 hours (13.5 days) | 9.0 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 |

Following completion of six (6) months of regular employment, the probationary period, the full-time employees shall be credited with forty-eight (48) hours of vacation and part-time employees shall be credited with the equivalent prorated hours of vacation based on their actual hours in paid status per pay period month.

No vacation time will be allowed for new employees during their initial six (6) months of regular employment. Vacation can be accrued up to three times the annual accumulation based on FTE up to a maximum of 504 hours. Employees with more then 504 hours accrued as of the date of this Agreement shall retain such hours until used. If an employee's vacation leave meets or exceeds the maximum accrual amount due to a change in FTE, then the employee will have one (1) year to lower his/her vacation leave below the new maximum accrual amount before this limit becomes effective and any additional vacation leave accrual is suspended.

b. A completed pay period month for which benefits herein shall accrue is defined as a pay period month in which the employee has been in pay status for eleven (11) or more working days (eight (8) hour periods) in that pay period month. Current period vacation leave accrual is available for use if at the time of timesheet entry the employee is shown to

have been in paid status for eleven (11) days in that pay period. Time loss due to on-the-job illness or accident shall be counted as time in pay status, to a maximum of three (3) pay period months, for accrual purposes. Time spent in layoff status or on leave without pay shall not be considered in computing vacation leave accrual.

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 "tiebreaker." Vacation requests shall be approved or denied within ten (10) working days of submission.

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 six (6) months of regular employment. An employee who for any reason does not complete six (6) months of regular employment 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 ten (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 (1) week per year; providing the employee has sufficient accumulation of vacation leave.

Employees with fifteen (15) years of 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 (2) weeks per year, providing the employee has sufficient accumulation of vacation leave.

Employees with twenty (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 three (3) 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. Sufficient accumulation must be available at the actual time of the vacation and cash out check, not at the time of the budgetary request.

Vacation buyback shall be placed on the employee's timesheet and processed on the regular payroll prior to the scheduled vacation.

g. Vacation/Sick Leave Exchange. Employees 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 a proportionate amount for part- time employees based on FTE.

The exchange may be requested once an anniversary year. Employees may exchange two (2) hours of sick leave for one (1) hour of vacation, up to the maximum as per the following (part-time employees may exchange in proportion to their FTE):

| Years of Employment | Sick Leave Exchanged | Vacation Accrued |
|---|---|---|
| 0 to 5 | 16 hours | 8 hours |
| 5 to 10 | 32 hours | 16 hours |
| 10 to 15 | 48 hours | 24 hours |
| 15 to 20 | 72 hours | 36 hours |
| over 20 | 96 hours | 48 hours |

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.

Additionally, any employee with a sick leave balance of at least 320 hours for full-time employees may exchange two hours of sick leave for one hour of vacation for any sick leave above 320 hours. Part-time employees may exchange in proportion to their FTE.

h. Park Seasonals shall accrue Personal Time Off (PTO), in lieu of any other paid leaves such as holiday, vacation, or sick leave. Initial accrual shall be 6 hours for any pay period in which the employee has been in paid status for at least 11 days. After a full season of employment (8 months), returning Park Seasonals shall accrue 8 hours of PTO per qualifying pay period, increasing to 10 hours of PTO per qualifying pay period after two full seasons (16 months) of employment. Park Seasonals who were employed on August 5, 2004 and who return for the 2005 and 2006 seasons shall be considered to be in year 3 and shall accrue 10 hours of PTO. Park Seasonals who worked the 2005 season and return in 2006 shall be considered to be in year 2 and shall accrue 8 hours of PTO. Up to 16 months of PTO may be accrued. Any PTO not utilized at the time of the employee's annual termination shall be converted to wages at the employee's current rate of pay or retained for the following season at the option of the employee. However, employees who opt to retain such PTO and who do not return to the City's employment in the following season shall forfeit all such PTO and shall not be entitled to any compensation for the forfeited leave.

## ARTICLE XVI
## HOLIDAYS

Section 16.1. Holidays: Employees other than Park Seasonals are eligible for the following paid City observed 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 16.2. Holiday or a Day Observed in Lieu of a Holiday. 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. Employees whose regular shift includes working on a Saturday and/or a Sunday shall observe the holiday as specified in Section 16.1 on any such scheduled work day and shall not observe nor be entitled to an in lieu holiday in that instance.

Section 16.3. Holiday Benefit. Employees shall be paid for a holiday or a day observed in lieu of a holiday (either but not both) as if they had worked their normal scheduled hours of work as long as the employee was in paid status the working days immediately prior to and following the holiday. Employees shall accrue compensatory time off at straight time based on FTE for a holiday ora day observed in lieu of a holiday (either but not both) if their normal time off falls on such days, except as noted below in the case of the employee's birthday holiday. Employees and supervisors may mutually agree to adjust the employee's work schedule in order to accommodate the holiday.

Section 16.4. Holiday and Day Observed in Lieu of Holiday Facility Closure. When the holiday schedule comes out at the beginning of the year, any situations where a facility will be closed both on the holiday and the day observed in lieu of the holiday will be identified. Employees of the facility shall be paid as if they had worked their normal scheduled hours of work for only one (not both) closure day, whichever closure day represents the greater compensation. Employees of the facility shall accrue compensatory time off at straight time based on their FTE if their normal time off falls on these days for only one (not both) closure day, which ever closure day represents the greater compensation. The work schedules of employees normally scheduled to work both closure days will be made up sufficiently in advance to allow those employees to select any of the following options or combination of options to address the non-compensated closure day:

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.

Section 16.5. Holidays Worked. An employee who works on either a holiday or a day observed in lieu of a holiday as provided in Section 16.2, will be compensated as follows for any such hours worked: 1) if such hours are part of an employee's regularly scheduled shift, two and a half (2 ½) time their regular rate of pay, and 2) if such hours are in addition to an employee's regularly scheduled shift, three (3) times their regular rate of pay. If such hours would otherwise qualify as callback, the employee shall receive a minimum of two (2) hours of this compensation. This compensation shall be in lieu of any holiday, holiday on a regularly scheduled day off, overtime, or callback pay. 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. Park Seasonals who work on a day designated as a holiday shall

receive time and a half their regular rate of pay for such hours worked but may not compound such compensation with any paid leave time for the same hours.

Section 16.6. Birthday Floating Holiday. On request of the employee, he/she will be granted a day as a floating holiday to commemorate his/her birthday. The employee may use the floating holiday on any day during the calendar year. Such request must be submitted at least one (1) week in advance of the day requested. 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. However, no floating holiday will be granted after notice of termination nor may the floating holiday be accumulated from year to year.

## 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 for discussing 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. The effective date of cost of living adjustments for AFSCME members shall be June 16th of the affected year. If an employee voluntarily requests or applies for a lower classification position and their current salary is more than the top of the schedule for their new classification, then the employee and the hiring supervisor shall mutually determine an appropriate starting salary which can be at or below their existing salary but above the salary specified in Appendices A and B. However, such salary shall only be in effect for the period of one year, at which time the salary for the employee will be reduced to the top step of the appropriate classification per Appendices A an B. Park Seasonals shall be placed in the proper Job Group and Step in accordance with Appendices A and B. Returning Park Seasonals will be placed so as to represent at least a four percent (4%) increase above their rate of pay as of the end of the 2005 season.

b. As of the date of the signing of this Agreement, current employees continuously employed since 6/16/05 will receive a discretionary signing payment equal to 3.5% of their current base salary as of 12/15/05 for 6 months. Employees hired after 6/16/05 will receive the 3.5% discretionary signing payment for the length of their

employment up until 12/15/05. Employees will receive this discretionary signing payment in their 12/30/05 paychecks.

c. For the contract period beginning 6/16/06 and ending 6/15/07 the pay rate increase will be 3.5%

d. For the contract period beginning 6/16/07 and ending 6/15/08 the pay rate increase will be from 2.0 to 3.0 percent, 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, 2006 to February 28, 2007. Effective 11/16/07, the pay rate will increase an additional 1%.

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/OPSRP contribution in accordance with PERS/OPSRP requirements.

Section 18.3. Step Increases and Evaluations. 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. Additional step increases 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. Employees promoted to a higher salary range will begin at Step B of the new range or the step of the new range which represents at least a five (5) percent increase from their regular salary, whichever is greater.

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

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

Section 18.4. Movement from Non PERS/OPSRP to PERS/OPSRP Salary Schedule. Employees who are not active PERS/OPSRP members at the time of hire will be placed on the non-PERS/OPSRP salary schedule for their classification per Appendix B. When employees become active PERS/OPSRP members, they shall be moved to the appropriate step on the PERS/OPSRP salary schedule for their classification per Appendix B. Employees who are already active members of PERS/OPSRP at their time of hire shall be placed immediately onto the PERS/OPSRP salary schedule for their position. Movement from one salary schedule to the other is not dependent upon, nor is it a reflection of, satisfactory performance or full competency in a position.

## 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 Four. Should the grievance proceed to binding arbitration, within five (5) days of the Step Five 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 rates shall be made retroactive to the date of the temporary adjustment.

## ARTICLE XX
## SPECIAL PAY

Section 20.1. Shift Differential. The following shift premiums will be paid:

a. A shift premium of forty-five cents ($0.45) per hour actually worked shall be paid to an employee when the majority of his/her shift is worked during the hours of 3:00 p.m. and 11:00 p.m.

b. A shift premium of seventy-five cents ($0.75) per hour actually worked shall be paid to an employee when the majority of his/her 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 daytime work. Shift premium pay will apply to those employees who are assigned to work split shifts when at least one-half (½) of the hours actually worked fall 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.

Section 20.5. HazMat Pay. Employees who are assigned to the HazMat Team will receive an additional 1.5 percent pay for the time actually engaged in HazMat duty. The City must have a contract in effect with the State of Oregon and eligible employees are any employees who have taken the technician training, are certified at that level or higher, and are assigned to the HazMat Team by the City.

## ARTICLE XXI
## ACTING IN CAPACITY

Section 21.1. An employee assigned the duties and responsibilities of a position in a higher job class shall receive compensation as follows; Step A of the higher class, a one step increase in his/her regular classification, or a 5 percent increase in his/her regular salary, whichever is greater and provided such assignment is designated in writing and the assignment lasts longer than ten 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 remains a member of the bargaining unit and shall be entitled to overtime compensation as provided for in this Agreement.

Section 21.5. The City will designate acting in capacity and/or extra duties and its estimated duration in writing when such duties are assigned. Normally such assignments will not be longer than six (6) months, but in no event will such an assignment exceeds one (1) year. Employees will be notified in writing and in advance of any extension of such an assignment. If the City fails to so designate, the employee shall have cause for a grievance.

## ARTICLE XXII
## HEALTH AND DENTAL INSURANCE BENEFITS

This article shall not apply to Park Seasonals.

Section 22.1. To reduce the financial hardship of employees in case of serious medical or dental expenses, the City will provide medical and dental benefits substantially equivalent to the current plans as modified in Section 22.9. and covering all bargaining unit employees and their dependents. Employees shall have annual open enrollment periods for the plans of at least twenty-one (21)days. The City shall be allowed to make any plan changes that are mandated by its insurance carrier so long as the actuarial impact on the premium rate is no more then 0.5% Medical and dental plans may increase at different rates based upon the experience of the plans. Employees may elect to be covered by any other medical or dental plan offered by the City with the understanding that the employee will pay the difference, if any, in premium costs over and above the contribution amount for the above plans and within the maximum limits specified below.

Section 22.2. Employees and their dependents are eligible for coverage beginning the first day of the month following thirty (30) days' employment. If a new employee fails to submit the necessary application materials within a manner and a time frame required by the insurance carrier, the City shall enroll the employee for "default" medical and dental plan coverage. Default coverage shall be single coverage for the employee under the lowest premium cost non-HMO medical and dental plans. Enrollment in the default coverage may not be revised by the employee until the next open enrollment.

Section 22.3. Beginning in the January, 2006 payroll, the City shall pay 100% of the single premium amounts for the plans as modified and specified in this Article (employee's own coverage) for all employees covered by this Article. For full-time employees and for part-time employees designated at 0.75 FTE or greater, the City shall additionally pay 95% of the premium difference for employees choosing to cover a dependent on two party coverage. For full-time employees only, the City shall also pay 95% of the premium difference for employees choosing to cover additional dependents on family coverage. The remaining premium amounts shall by paid by the employee. If a full-time employee voluntarily transfers to a part-time position of .75 FTE or greater related to a reduction in force, the part-time payment limitation under this section shall not apply.

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

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 the employee owing the City the difference. The employee may request that this be repaid through a deduction from the employee's paycheck or the employee may repay the amount directly to the City for the difference in the City's contribution and the lower rate.

Section 22.5 Bona fide Wellness Program. The City shall initiate and maintain a bona fide Wellness Program in which all health plan covered employees may participate and which shall

include at a minimum health risk assessments, health screenings, and quarterly programs at no cost to the employee.

Section 22.6 Retirement Health Savings Plan. Employees who participate in the above bona fide Wellness Program are eligible for a City paid incentive up to 1% of base salary paid by the City into a retirement health savings account for the employee. This contribution shall begin for the payroll following thirty (30) days after qualifying for the incentive. After 2006, employees must qualify by November 30th of each year for participation in the following calendar year (beginning with the December 16 - January 15 payroll). Participation shall be as follows:

a. For employees who complete the City's annual health risk assessment, the City shall contribute 0.4% of base wages.

b. For employees who participate in at least one of the approved health screenings, the City shall contribute 0.3% of base wages.

c. For employees who pledge to participate at least quarterly in other wellness program initiatives as approved by the City (consultations, speaker programs, support groups, etc.), the City shall contribute 0.3% of base wages.

These City contributions shall also be subject to a vesting schedule of twenty-five percent (25%) per year of continuous regular City service until the employee is fully vested. Current employees shall receive credit for regular City service from their most recent date of hire to include service already completed prior to the effective date of this Agreement.

Section 22.7. The City shall make available an employee assistance program and an IRS Section 125 flexible benefit plan.

Section 22.8. Retirees. Retired AFSCME members hired prior to July 1, 1992 and not yet eligible for health coverage through the Oregon Public Employee Retirement System (PERS) (those under 65) shall be eligible for medical and dental coverage under the City's health care plans. The City shall contribute an amount towards single medical and dental coverage for the retiree up to, but not exceeding, the dollar amount it would contribute for single coverage for a full-time active AFSCME employee.

Section 22.9. Effective 7/1/06, the existing City medical plans shall be modified as follows:

HMO Plan: Office visit copay revised from $10 to $10 primary care/$20 specialist.

HMO Plan and Plan A: Out of pocket maximum revised from $700 single/$2,100 family to $750 single/$2,220 family.

Vision exam copy revised from $5 to $15.

Three-tier drug plan (Generic drug copay remains at $10. Brand name drug copay revised to $20 for preferred drugs and $30 for non-preferred drugs, in addition to paying the difference between the generic and the brand name drug if a generic is available.

Effective 1/1/08 the existing City medical plans shall be modified as follows:

HMO Plan and Plan A: Out of pocket maximum revised from $750 single/$2,250 family to $800 single/$2,400 family.

Section 22.10. 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 disability, and other

insurance programs. The Committee shall meet at least quarterly and be chaired by the Assistant City Manager or his/her designee and staff support is provided by the Personnel Division. Membership shall consist of nine members with two (2) designated by each bargaining unit and three (3) 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.

## ARTICLE XXIII
## OTHER BENEFITS

Except where otherwise noted, this Article shall not apply to Park Seasonals.

Section 23.1. Life Insurance. The City shall contribute to the purchase of a term life insurance benefit policy equal to one (1) year of the employee's salary and an accidental death and dismemberment benefit policy equal to one (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 ninety (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 reimbursement shall be the rate set by the U.S. Internal Revenue Service. The City is responsible for providing 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. This section shall also apply to Park Seasonals.

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 academic courses (up to eight (8) credits per term) taken on the employee's own initiative, the City shall reimburse the employee fifty (50%) fifty percent of the cost of tuition. Employees may pursue courses not directly eligible only when such

courses are necessary to complete requirements for a continuing program for a degree or certificate that is job-related. Job-related refers to courses directly related to the employee's current position or other related positions within the City to which the employee might reasonably be promoted or transferred. Educational reimbursement may also be provided for courses that will lead to qualification for a new trade or profession within the City if approved by the Department Director. Educational reimbursement shall not be provided, however, for courses that will lead to qualification for a new trade, business, or profession outside of the City.

c. All applications for educational reimbursement must be approved by the department director 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.

d. An employee who receives educational reimbursement funds from the City for courses taken at the employee's initiative under (b) above, must remain in the employ of the City for one (1) full year after the date of payment, or must repay the City for the full amount of the reimbursement received during his/her last year. Educational reimbursement will not be provided to any employee whose employment is terminated prior to the completion of the course unless the employee is terminated due to a reduction in force.

(1) Employees shall submit in writing to the Department Director a request for educational reimbursement by December 1st 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. Department 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. Posting Job Vacancies. Vacancies 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 vacancies will be open at least 14 calendar days after the date the vacancy notice was posted. No testing or interviewing will be conducted during the open period. All bargaining unit employees shall have the right to apply for the position by submitting the appropriate application form to the Personnel Division. 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.

Any additional vacancies in the same classification which occur within ninety (90) days of the filling of a bargaining unit position are exempt from the posting requirement above. Any bargaining unit member who applied for the original vacancy and meets minimum qualifications, however, shall be interviewed for the subsequent positions.

Employees on leave for more than two (2) weeks have the option of contacting the Personnel Division and requesting notification of any openings occurring during that time period in the classifications they specify. Employees applying for FMLA/OFLA leave will be notified of this option by their supervisor.

These procedures will be posted in locations used to post job announcement and in the job announcements.

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, sources 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.

Section 24.5. Interview Time. Employees shall be allowed time away from their duty stations during their regular work shift without loss of pay when participating in interviewing and related skill and medical testing processes for other City jobs and where it is not possible to schedule such processes during non-work hours. Employees must have obtained approval from their supervisors for time away from work.

## ARTICLE XXV
## PROBATIONARY PERIOD

Section 25.1. The probationary period is an integral part of the employees' 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. Length of Probationary Period. New full time 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. New part-time employees shall serve a probationary period, not to exceed nine (9) months from date of hire or movement into a classification, for which they have not demonstrated full proficiency. Park Seasonals shall serve a probationary period not to exceed six (6) months if working full-time or nine (9) months if working part-time.

Employees promoted or transferred to a different classification for which they have not demonstrated full proficiency shall serve a probationary period of six (6) months regardless of their full-time, seasonal, or part-time status.

All probationary employees will receive a documented evaluation at least every three (3) months. The evaluation shall occur no later than ten (10) working days after a completion of each three (3) month evaluation period. 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. Reduction or Extension of Probation. The City retains the right to move an employee from probationary to regular status prior to the six (6) or nine (9) month period specified above, for exceptional performance and as approved by the Department Director and Personnel. The City retains the unilateral right to extend any employee's probationary period for a length of time not to exceed a total twelve (12) months probationary period. The City can notify a probationary employee at any time that it is extending his/her probation. If the City recognizes prior to recruiting for the position that an extended probationary period is expected, it shall to the extent practical, notify applicants through the recruitment process. A probationary employee may have a Union advisor present at a meeting to discuss extension of probation. Supervisors shall inform employees of this opportunity.

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. For Park Seasonals, the time between seasonal appointments shall not count towards nor interrupt seniority; meaning that a returning Park Seasonal will be hired with their seniority standing as of the date of their termination from the prior season so long as they return to service for the consecutive season. Employees who become members of the bargaining unit by exceeding 1,040 hours of employment shall accrue seniority from the most recent date of hire. Park Seasonals who were employed as of August 5, 2004, shall accrue seniority from that date, plus one month of additional seniority for every additional season (at least four months) worked in a Parks Seasonal position prior to the 2004 year.

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 and the Union in writing at least thirty (30) 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. Except where otherwise noted, regular end of season terminations for Park Seasonals shall not be subject to the provisions of this Article. The City and the Union shall meet to develop a plan to support employees receiving layoff notice.

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.

Should the normal end of the season appointments end at different times, Park Seasonals shall be terminated in inverse order of seniority by classification.

Section 27.3. Bumping. Employees with at least one year seniority who have received notice of a 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 who have bumped into a lower paying job or a job with fewer hours shall retain recall rights for a period of twenty-four (24) months. 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. Park Seasonal employees shall be recalled each season by order of seniority. In the case of the Park Seasonal annual rehiring process, employees from the prior season who received a satisfactory performance appraisal at the conclusion of the season shall be notified of the next season's Park Seasonal openings and shall be offered their same position, or if there are no openings for their same position, other park seasonal positions for which they have demonstrated the necessary qualifications. This process shall be completed before the City offers a position through an open recruitment. If there are fewer positions offered by the City than there are qualified returning Park Seasonals who have indicated an interest in returning to the City for the season, that situation shall constitute a layoff for the seasonal positions and shall be conducted in accordance with the provisions of Section 27.3 and this section.

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 report including a recommendation where possible, to the City Manager and the Union within 90 days of the City's notice. The Union or the City shall have sixty (60) days from the date of notification to request assistance from the Oregon State Mediation and Conciliation Service pursuant to ORS 662.425 and ORS 662.435. The results of any such process shall be reported to the Union and to the City Manager prior to the end of the 90 day period.

Upon receiving the LMAT report and any additional information from any mediation process, the City Manager shall make a decision as to whether or not to contract the work. 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 shall be given in writing and 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 discipline 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. A copy of the disciplinary notice shall be forwarded to the Union Chief Steward unless the employee indicates otherwise. Any disciplinary notice shall be regarded as confidential.

Employees may request Union representation when the City requests a meeting with the employee to discuss discipline. An employee shall also have the right to request Union representation at investigatory or work plan meetings required by the City when the employee has reason to expect that the discussion could lead to disciplinary action against the employee or at any suspension or pre-discharge hearing scheduled for the purpose of an oral response from the employee. The employee shall be entitled to a representative, except that a meeting or hearing shall not be unreasonable delayed awaiting a particular representative if another suitable representative is available.

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. If the city determines there is just cause for suspension or discharge, it shall provide the employee with written notice of the proposed disciplinary action at least five (5) regular business days prior to the effective date. Such notice shall set forth the reasons and any relevant facts for such intended action, and shall provide the employee an opportunity to respond to the charges prior to the effective date of the intended discipline.

Section 29.3. At the employee's request, prior to the date of intended discipline per Section 29.2 above, he/she may request a hearing by notifying the Assistant City Manager. The hearing shall occur within five (5) regular business days of request and a written decision shall be rendered by the City Manager or his/her designee within five (5) regular business days of the hearing. The employee may be placed on leave for the period between notice of discipline and the effective date of the discipline or, if a request for a hearing is made, the date of the written decision by the City Manager or his/her designee. If the employee is placed on leave, it shall be leave with pay.

Section 29.4. The Union shall have the right to take up a discharge as a grievance at the fourth step of the grievance procedure and to take up a suspension as a grievance at the third step of the grievance procedure. These matters shall be handled in accordance with the grievance procedure through arbitration.

## ARTICLE XXX
## SAFETY

Section 30.1. The Union and its members 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 not to restrain the rights of employees or the Union, but to promote a cooperative effort between the parties to resolve and correct unsafe working conditions without the intervention of other agencies. Retaliation against a person due to his/her report of an unsafe working condition is strictly forbidden, whether or not the complaint is valid.

Section 30.2. Safety Committees. The Union President shall designate AFSCME safety committee members in accordance with Section 33.2 - Joint Labor Management Committees. The City shall notify the Union of any vacancies or participation issues. In the event the Union fails to designate a member within forty-five (45) calendar days of the notification, the City may seek a volunteer to fill the Union vacancy.

Section 30.3. Immediate Safety Concern. When an employee believes that a work assignment will cause an immediate danger to him/her or the public, he/she will notify the supervisor or designee requesting a review of the situation before proceeding with the task. If there is disagreement after the supervisor's review of the situation, the next level in the chain of command will make a final determination. The employee is expected to follow their direction, but may raise the issue to the department's safety committee.

Section 30.4. Fitness for Duty. Any employee may be required by the City to undergo fitness for duty testing. Any testing that be may be required relative to drug and alcohol testing as part of a Return to Work Agreement resulting from a fitness for duty test, shall be conducted as defined in Appendix C for CDL employees. No such testing will be required except as is consistent with Appendix C with regards to criteria for cause, supervisor training, standards and procedures for testing, standards and procedures for compliance, and employee rights, consequences, and responsibilities.

## 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
## JOINT LABOR MANAGEMENT COMMITTEES

Section 33.1. Joint Labor Management Committees. Joint Labor Management Committees are defined as follows: all departmental and Executive Safety Committees; the Labor Management Advisory Team (LMAT); the Health Care Review Committee (HCRC); Contract Negotiation Team; Classification and Compensation Team; joint grievance investigation teams; and any other joint committee agreed to in writing and in advance by the City and the Union.

Section 33.2. Participation, Scheduling, and Compensation. Since participation on Joint Labor Management Committees is viewed as mutually desirable for the City and AFSCME, no person will be penalized for, or benefit from, participation on these committees. 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. Members who must attend committee meetings outside of their regular work schedule shall adjust their schedule to accommodate the meeting time if approved by their supervisor. If such adjustment is not approved, the Department Director may approve additional work hours to accommodate the meeting. If the Department Director does not approve the additional hours, the City will contact the Union to make other arrangements which are mutually acceptable. The City shall notify the Union of any vacancies or participation issues.

Section 33.3. Protocols. Each committee shall be responsible for establishing written protocols to include such issues as meeting times and places, quorums, methodology, facilitation, terms of members, minutes, and recommendation procedures. These protocols shall be posted on the City's intranet site.

## ARTICLE XXXIV
## SAVINGS CLAUSE

Section 34.1. Savings Clause. 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 XXXV
## TERM OF AGREEMENT

Section 35.1. Effective Dates. This Agreement shall be effective as of the date of signature as documented below, 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, 2008.

Section 35.2. 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 opportunities 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 all prior Agreements, whether written or oral.

Section 35.3. 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 35.4. 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 35.5. 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 35.6. 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 December 20, 2005.

FOR CITY OF CORVALLIS, OREGON

JON NELSON
CITY MANAGER

ELLEN VOLMERT
ASSISTANT CITY MANAGER

NANCY BREWER

LINDA WEAVER

MARK BUTTON

TERESA LANDERS

PAM HICKS

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

NATALIE SUMMERLIN, PRESIDENT
AFSCME LOCAL 2975

LOU SINNIGER
COUNCIL 75 REPRESENTATIVE

ALICE GRUCZA

KEVIN LOSO

DON HAMLYN

## APPENDIX A

## CITY OF CORVALLIS/AFSCME
## CLASSIFICATION SCHEDULE

| JOB GROUP | CLASSIFICATION TITLE |
|---|---|
| 024 | Civil Engineer II |
| 024 | Plans Examiner III |
| 024 | Senior Planner |
| 023 | Associate Planner |
| 023 | Civil Engineer I |
| 023 | Department Information Systems Analyst |
| 023 | Financial Information Systems Administrator |
| 023 | GIS Coordinator |
| 023 | Network Administrator |
| 023 | Park Planner |
| 023 | Senior Accountant |
| 023 | Surveyor |
| 022 | Airport Coordinator/Transportation Technician |
| 022 | Buildings and Grounds Maintenance Leadworker |
| 022 | Building Inspector II |
| 022 | Department MIS Technician |
| 022 | Electronics Technician II |
| 022 | Environmental Analyst |
| 022 | Franchise Utility Specialist |
| 022 | Instrument Technician II |
| 022 | Plans Examiner II |
| 022 | Reference Librarian |
| 022 | Street Maintenance Leadworker |
| 022 | Technical Services Librarian |
| 022 | Transportation [illegible]dworker |
| 022 | Utilities Systems Leadworker |
| 022 | Utilities Treatment Plant Operator |
| 021 | Accountant |
| 021 | Animal Control Officer |
| 021 | Aquatics Program Coordinator |
| 021 | Assistant Planner |
| 021 | Engineering Technician III |
| 021 | Equipment Maintenance Technician |
| 021 | Fleet Technician |
| 021 | GIS Technician |
| 021 | Housing Program Specialist |
| 021 | Instrument Technician I |
| 021 | Park Operations Leadworker |
| 021 | Plans Examiner I |
| 021 | Program Specialist |
| 021 | Recreation Coordinator |
| 021 | Special Transportation Coordinator |
| 021 | Urban Forester |
| 021 | Water Quality Analyst |
| 021 | Water Utility Specialist |

## APPENDIX A

### CITY OF CORVALLIS/AFSCME CLASSIFICATION SCHEDULE

| JOB GROUP | CLASSIFICATION TITLE |
|---|---|
| 020 | Buildings and Grounds Maintenance Specialist |
| 020 | Building Inspector I |
| 020 | Library Specialist IV |
| 020 | Permit Plan Coordinator |
| 020 | Street Maintenance Specialist |
| 020 | Traffic Maintenance Technician |
| 020 | Utilities Systems Specialist |
| 019 | Aquatics Pool Operator |
| 019 | Community Library Clerk |
| 019 | Crime Analyst |
| 019 | Financial Analyst |
| 019 | Permit Technician |
| 019 | Staff Assistant |
| 019 | Utility Billing Field Specialist |
| 018 | Accounting Analyst |
| 018 | Aquatics Support Specialist |
| 018 | Buildings and Grounds Maintenance Technician |
| 018 | Department Accounting Analyst |
| 018 | Grant Program Specialist |
| 018 | Library Specialist III |
| 018 | Park Maintenance Technician |
| 018 | Property Control Specialist |
| 018 | Senior Administrative Specialist |
| 018 | Utility Billing Leadworker |
| 017 | Parking Enforcement Officer |
| 017 | Records Specialist |
| 016 | Accounting Specialist |
| 016 | Administrative Specialist |
| 016 | Court Clerk |
| 016 | Library Specialist II |
| 016 | Seasonal Park Equipment Operator |
| 013 | Seasonal Park Worker III |
| 010 | Seasonal Park Worker II |
| 010 | Shelver |

## APPENDIX B

## CITY OF CORVALLIS
## AFSCME SALARY SCHEDULE
## WITH PERS
## EFFECTIVE 12/16/05

| Job Group | Step 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| 024 | 51,319.54<br>4,276.63<br>24.6729 | 53,449.21<br>4,454.10<br>25.6967 | 55,667.14<br>4,638.93<br>26.7630 | 57,977.65<br>4,831.47<br>27.8739 | 60,383.56<br>5,031.96<br>29.0306 | 62,889.63<br>5,240.80<br>30.2354 |
| 023 | 47,541.08<br>3,961.76<br>22.8563 | 49,514.13<br>4,126.18<br>23.8049 | 51,568.52<br>4,297.38<br>24.7926 | 53,708.79<br>4,475.73<br>25.8215 | 55,937.76<br>4,661.48<br>26.8932 | 58,259.09<br>4,854.92<br>28.0092 |
| 022 | 44,004.90<br>3,667.07<br>21.1562 | 45,831.07<br>3,819.26<br>22.0342 | 47,732.74<br>3,977.73<br>22.9484 | 49,713.80<br>4,142.82<br>23.9009 | 51,777.06<br>4,314.75<br>24.8928 | 53,925.55<br>4,493.80<br>25.9257 |
| 021 | 40,773.29<br>3,397.77<br>19.6025 | 42,465.35<br>3,538.78<br>20.4160 | 44,228.14<br>3,685.68<br>21.2635 | 46,062.96<br>3,838.58<br>22.1457 | 47,974.58<br>3,997.88<br>23.0647 | 49,965.81<br>4,163.82<br>24.0220 |
| 020 | 37,821.82<br>3,151.82<br>18.1836 | 39,391.44<br>3,282.62<br>18.9382 | 41,025.95<br>3,418.83<br>19.7240 | 42,728.39<br>3,560.70<br>20.5425 | 44,501.78<br>3,708.48<br>21.3951 | 46,348.72<br>3,862.39<br>22.2830 |
| 019 | 35,150.05<br>2,929.17<br>16.8991 | 36,608.92<br>3,050.74<br>17.6004 | 38,127.91<br>3,177.33<br>18.3307 | 39,710.30<br>3,309.19<br>19.0915 | 41,358.44<br>3,446.54<br>19.8839 | 43,074.72<br>3,589.56<br>20.7090 |
| 018 | 32,796.92<br>2,773.08<br>15.7678 | 34,158.01<br>2,876.50<br>16.4221 | 35,575.55<br>2,964.63<br>17.1036 | 37,051.72<br>3,087.64<br>17.8133 | 38,589.32<br>3,215.78<br>18.5526 | 40,190.96<br>3,349.25<br>19.3226 |
| 017 | 31,359.05<br>2,613.25<br>15.0765 | 32,660.43<br>2,721.70<br>15.7021 | 34,016.10<br>2,834.68<br>16.3539 | 35,429.32<br>2,952.44<br>17.0333 | 36,897.92<br>3,074.83<br>17.7394 | 38,428.82<br>3,202.40<br>18.4754 |
| 016 | 28,649.64<br>2,387.47<br>13.7739 | 29,838.32<br>2,486.53<br>14.3453 | 31,076.75<br>2,589.73<br>14.9407 | 32,366.23<br>2,697.19<br>15.5607 | 33,709.58<br>2,809.13<br>16.2065 | 35,108.09<br>2,925.67<br>16.8789 |
| 015 | 26,804.64<br>2,233.72<br>12.8868 | 27,916.96<br>2,326.41<br>13.4216 | 29,076.00<br>2,423.00<br>13.9788 | 30,282.42<br>2,523.54<br>14.5589 | 31,539.24<br>2,628.27<br>15.1631 | 32,848.19<br>2,737.35<br>15.7924 |
| 014 | 25,151.09<br>2,095.92<br>12.0919 | 26,195.05<br>2,182.92<br>12.5938 | 27,281.63<br>2,273.47<br>13.1162 | 28,413.85<br>2,367.82<br>13.6605 | 29,593.01<br>2,466.08<br>14.2274 | 30,821.27<br>2,568.44<br>14.8179 |
| 013 | 23,689.34<br>1,974.11<br>11.3891 | 24,672.45<br>2,056.04<br>11.8618 | 25,696.36<br>2,141.36<br>12.3540 | 26,762.76<br>2,230.23<br>12.8667 | 27,873.41<br>2,322.78<br>13.4007 | 29,030.16<br>2,419.18<br>13.9568 |
| 010 | 19,883.92<br>1,656.99<br>9.5596 | 20,708.96<br>1,725.75<br>9.9562 | 21,568.62<br>1,797.38<br>10.3695 | 22,463.75<br>1,871.98<br>10.7999 | 23,395.87<br>1,949.66<br>11.2480 | 24,366.72<br>2,030.56<br>11.7148 |

## APPENDIX B

## CITY OF CORVALLIS
## AFSCME SALARY SCHEDULE
## WITHOUT PERS
## EFFECTIVE 12/16/05

| Job Group | Step 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| A24 | 48,414.80<br>4,034.57<br>23.2763 | 50,423.54<br>4,201.96<br>24.2421 | 52,516.22<br>4,376.35<br>25.2482 | 54,695.86<br>4,557.99<br>26.2961 | 56,965.71<br>4,747.14<br>27.3874 | 59,359.87<br>4,944.16<br>28.5240 |
| A23 | 44,850.27<br>3,737.52<br>21.5626 | 46,711.28<br>3,892.61<br>22.4573 | 48,649.72<br>4,054.14<br>23.3893 | 50,668.63<br>4,222.39<br>24.3599 | 52,771.48<br>4,397.62<br>25.3709 | 54,961.50<br>4,580.13<br>26.4238 |
| A22 | 41,513.97<br>3,459.50<br>19.9586 | 43,236.53<br>3,603.04<br>20.7868 | 45,030.90<br>3,752.58<br>21.6495 | 46,899.69<br>3,908.31<br>22.5479 | 48,846.14<br>4,070.51<br>23.4837 | 50,873.27<br>4,239.44<br>24.4583 |
| A21 | 38,465.16<br>3,205.43<br>18.4929 | 40,061.82<br>3,338.48<br>19.2605 | 41,724.23<br>3,477.02<br>20.0597 | 43,455.66<br>3,621.30<br>20.8921 | 45,259.12<br>3,771.59<br>21.7592 | 47,137.64<br>3,928.14<br>22.6623 |
| A20 | 35,681.12<br>2,973.43<br>17.1544 | 37,161.61<br>3,096.80<br>17.8662 | 38,703.76<br>3,225.31<br>18.6076 | 40,309.93<br>3,359.16<br>19.3798 | 41,982.95<br>3,498.58<br>20.1841 | 43,725.19<br>3,643.77<br>21.0217 |
| A19 | 33,160.13<br>2,763.34<br>15.9424 | 34,536.79<br>2,878.07<br>16.6042 | 35,970.12<br>2,997.51<br>17.2933 | 37,462.51<br>3,121.88<br>18.0108 | 39,017.42<br>3,251.45<br>18.7584 | 40,636.36<br>3,386.36<br>19.5367 |
| A18 | 30,940.25<br>2,578.35<br>14.8751 | 32,224.33<br>2,685.36<br>15.4925 | 33,561.62<br>2,796.80<br>16.1354 | 34,954.28<br>2,912.86<br>16.8049 | 36,404.93<br>3,033.74<br>17.5024 | 37,916.14<br>3,159.68<br>18.2289 |
| A17 | 29,583.92<br>2,465.33<br>14.2230 | 30,811.76<br>2,567.65<br>14.8133 | 32,090.21<br>2,674.18<br>15.4280 | 33,422.09<br>2,785.17<br>16.0683 | 34,809.13<br>2,900.76<br>16.7352 | 36,253.50<br>3,021.13<br>17.4296 |
| A16 | 27,028.10<br>2,252.34<br>12.9943 | 28,149.29<br>2,345.77<br>13.5333 | 29,312.01<br>2,442.67<br>14.0923 | 30,534.43<br>2,544.54<br>14.6800 | 31,801.42<br>2,650.12<br>15.2891 | 33,121.19<br>2,760.10<br>15.9236 |
| A15 | 25,287.59<br>2,107.30<br>12.1575 | 26,336.74<br>2,194.73<br>12.6619 | 27,430.02<br>2,285.84<br>13.1875 | 28,568.08<br>2,380.67<br>13.7347 | 29,753.95<br>2,479.50<br>14.3048 | 30,988.92<br>2,582.41<br>14.8985 |
| A14 | 23,727.49<br>1,977.29<br>11.4074 | 24,712.18<br>2,059.35<br>11.8809 | 25,737.54<br>2,144.79<br>12.3738 | 26,805.51<br>2,233.79<br>12.8873 | 27,917.83<br>2,326.49<br>13.4220 | 29,076.65<br>2,423.05<br>13.9792 |
| A13 | 22,348.42<br>1,862.37<br>10.7444 | 23,275.88<br>1,939.66<br>11.1903 | 24,241.83<br>2,020.15<br>11.6547 | 25,248.87<br>2,103.99<br>12.1384 | 26,295.65<br>2,191.30<br>12.6421 | 27,386.92<br>2,282.24<br>13.1668 |
| A10 | 18,758.19<br>1,563.18<br>9.0184 | 19,536.72<br>1,628.06<br>9.3927 | 20,347.71<br>1,695.64<br>9.7826 | 21,192.22<br>1,766.02<br>10.1886 | 22,071.56<br>1,839.30<br>10.6113 | 22,987.68<br>1,915.64<br>11.0518 |

## APPENDIX C

## LETTER OF AGREEMENT - TRANSPORTATION EMPLOYEE TESTING

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

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 Motor Carriers Safety Administration (FMCSA) 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 Federal Motor Carriers Safety Administration (FMCSA) in 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 Procedu. . 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 the revised MOA, the test 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 10 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 Motor Carriers Safety Administration (FMCSA) 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 one 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.

## APPENDIX C

## LETTER OF AGREEMENT - TRANSPORTATION EMPLOYEE TESTING

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 24 hours and placed on administrative leave for the remainder of their shift. Such an employee may not return to duty or drive a vehicle requiring a commercial driver's license until a negative return to duty breath alcohol test is obtained.

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 stewards. Attendees shall be required to sign a statement of attendance.

11. Duty to Bargain. 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 28th day of December, 2005.

Natalie Summerlin, AFSCME President

Ellen Volmert, Assistant City Manager

## APPENDIX D

## LETTER OF AGREEMENT

## CAREER DEVELOPMENT OPPORTUNITIES WITHIN THE CITY

This Letter of Agreement (LOA) is between the City of Corvallis (CITY) and the American Federation of State, County, and Municipal Employees, Council 75, Local 2975, AFL-CIO, (AFSCME). The CITY and AFSCME agree to the formation of a committee to establish and review a program to assist employees in furthering their career development. The committees mission is to create a mutually agreeable and comprehensive career development plan by September 2006. The goals of the plan include encouraging the retention of experienced employees; assisting the CITY in being an "employer of choice"; promoting lifelong learning by employees; informing and exposing employees to employment and career development opportunities within the City; and establishing programs to accomplish these goals.

The committee will have equal representation and will be appointed within ninety (90) days of the contract ratification. The Assistant City Manager and AFSCME President are responsible for appointing the members. The committee may utilize the notes from the discussion of this issue in the 2002 contract negotiations, including the interests and concerns raised, and the identified existing and potential resources available to the CITY and its employees.

Natalie Summerlin, AFSCME President

Ellen Volmert, Assistant City Manager

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CORVALLIS
ENHANCING COMMUNITY LIVABILITY

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