

City's Last Package Proposal 5/23/23- the City reserves the right to modify, alter or amend its proposal

AGREEMENT

Between

THE CITY OF CORVALLIS, OREGON

and

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES LOCAL 2975,

COUNCIL 75

Effective July 1, 20~~23~~¹⁸

Through

~~June 30, 2023~~

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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 1: (TA 3/17/23) **RECOGNITION**

Section 1.1. The City recognizes the Union as the sole and exclusive bargaining agent for regular full-time and regular part-time 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, managerial, confidential, temporary/casual employees, police CPOA members, dispatch CRCCA members, and fire IAFF members, 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 their 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. 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 2: (TA 3/17/23) **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 unlawful discrimination, interference, restraint, or coercion by the City, Union, Union representative, or any City representative against any employee because of Union membership or non-membership, or because of any employee

activity in an official capacity on behalf of the Union or for any other cause relating to Union membership.

Section 2.2. 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 2.3. On a monthly basis, the City will provide the Union with Union dues and other monies as well as a monthly report(s) including all bargaining unit members currently employed by the City that denotes new hires and lists any terminations since the prior month's report. The report will include: employee name, employee ID (to the extent available), address, phone number, job title, department, employee full/part-time status, and pay period begin and/or end date.

Section 2.4. Timely Deductions. A file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the City electronically by close of business on the business day immediately preceding the twentieth (20th) day of each month. The City agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

Section 2.5. 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 2.6. 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.

Section 2.7 The City agrees to notify the Union within ten (10) calendar days of all new employees hired into bargaining unit positions and to provide at least thirty (30) minutes and no more than one hundred twenty (120) minutes for a steward or the Union representative to meet with new employees on paid time during new employee orientation sessions conducted by the employer. A Union representative acting on behalf of the Union at new employee orientation shall be released from their work duties in order to attend orientation and the time spent shall be considered work hours.

ARTICLE 3: (Mini package with Articles 12, 25 and 31)
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 workweek.

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 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 judgment, such duties are necessary due to an emergency where there is a threat to public health or safety within the Corvallis area.

ARTICLE 4: (TA 3/17/23)
MANAGEMENT RIGHTS

Section 4.1. The City retains all the customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to this responsibility to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement; and the City retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

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

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

- b. To close or transfer an office or facility or combination of facilities or relocate, reorganize, or combine the work of divisions, operations, or facilities for budgetary or other reasons.
- c. To determine the need for reduction or increase in the work force and the implementation of any decision with regard thereto.
- d. To establish, revise, and implement administrative policies and standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods, and procedures.
- e. To implement new and to revise or discard, wholly or in part, old methods, procedures, rules, regulations, materials, equipment, facilities, and standards.
- f. To assign and distribute work and designate and assign all work duties.
- g. To contract or subcontract work as determined by the City. It is the intent of the parties to provide City services in the most effective and efficient means possible.
- h. To assign shifts, workdays, hours of work, and work locations.
- i. To determine the need for and the qualifications required of new employees, transfers, and promotions.
- j. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
- k. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for a period to be determined by the City.

ARTICLE 5: (TA 3/17/23)
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, color, creed, mental or physical disability, sexual orientation, gender identity or expression, citizenship status, level or source of income, national origin, veteran status, marital status, familial status, religion, religious observance, 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 Human Resources policy which includes an internal investigation by Human Resources, the employee at their option may choose to file a complaint according to the City administrative/Human Resources 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 6: (TA 3/17/23)
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 they are 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 reserving such space according to any applicable meeting room reservation procedures before the meeting time to ensure that the space is available and reserved for 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 principle 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 Human Resources 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, Human Resources must give approval prior to posting.

ARTICLE 7: (TA 3/17/23)
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. Either party may request a meeting of the Team to be held at a mutually convenient time and place and such a meeting shall if at all practicable be scheduled within fourteen (14) days. The Team shall have no authority to amend the terms of the Agreement or to be involved in the grievance procedure.

Section 7.4. Recruitment Issues. Supervisors with recruitment or retention issues may bring these matters to LMAT for recommendation. LMAT shall develop criteria and guidelines for supervisors to use in presenting such issues to the Team. LMAT may make

recommendations for such cases to the City Manager and to AFSCME for resolution of the individual situation, including but not limited to, recommendations relating to compensation for licenses and certifications that are not required in the job description for the specific position. Recommendations for compensation changes may include recommendations for a review process to verify the on-going rationale for such a change.

ARTICLE 8:(TA 3/17/23)
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 themselves, 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 their duty or work station for purposes connected with their office of steward without the specific approval of their 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 or through a virtual meeting platform, 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.

Informal Resolution. If a dispute about the meaning or interpretation, or about an alleged violation, of this Agreement arises the employee shall meet with their supervisor or Human Resources to discuss the concern(s) and may have Union representation if they choose. 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.

Joint Investigation. 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 employees 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, their 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 their Union representative if applicable.

The supervisor may, if they deem 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 their 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 response.

Step Four. If the grievance has not been resolved in Step Three, the grievance may be submitted to binding arbitration.

The submitting party must provide written notice of intent to arbitrate within fifteen (15) calendar days of the Step Three City Manager's response, 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 they shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator's decision shall be final and binding on the parties. The losing party shall bear all costs of arbitration. If, however, either party desires a verbatim transcript of the arbitration proceeding, it may cause such a record to be made, providing the requesting party pays for the transcript and makes copies available to the other party and the arbitrator.

ARTICLE 9:
HOURS OF WORK AND OVERTIME

Section 9.1. Workweek 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.

~~(housekeeping) Section 9.2. Posting of Work Schedules. Work schedules shall be posted on bulletin boards or electronic calendars 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, holidays, ~~(housekeeping) hours worked on a holiday that are a part of an employee's regularly scheduled shift,~~ and vacation leave are counted. 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 they work 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 their supervisor by the tenth (10th) of each month for payment on the fifteenth (15th) 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.

- a. Any employee assigned or requested to work other than their 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 (1 1/2) times their 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 they complete a minimum of two (2) hours' work, or until ~~his/her~~ their regular shift begins, whichever is greater, and the balance of their 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. Callback will be voluntary except in cases of emergencies or when the City deems urgent operational needs cannot be reasonably met without requiring callback at which point the callback will be assigned

Section 9.9 Rest Between Shifts

- a. Employees that work sixteen (16) hours or more (excluding any accrued leave time) in a rolling 24-hour period will be compensated at double time for any hours beyond

sixteen (16). For those eEmployees working sixteen (16) or more hours (excluding any accrued leave time) in a rolling 24-hour period, they shall have at least eight (8) hours off duty prior to returning to work unless an emergency or urgent operational need is declared by the City Manager or designee.

- b. If an employee is physically called back to work and performs work for four (4) or more hours between the hours of 9:00 p.m. and 5:00 a.m. and the employee is scheduled to work the following calendar day, the employee shall be able to flex up to four (4) hours off-duty at the beginning or end of their shift on the following calendar day.
- c. The off-duty rest as specified in sections (a) & (b) above shall not be considered paid time; it is instead treated like a schedule change. In cases of having already worked sixteen (16) or more hours, employees will not have the option to work or use paid leave for the off-duty rest or flex time.

Section 9.109. Remote Access.

- a. 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 1/2) 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.

Remote access is defined as any City initiated contact that meets all of the following conditions:

1. The contact must occur outside of the employee's regularly scheduled shift and does not require the employee to remain at or travel to a City work site. For purposes of remote access pay, hours when the employee is on leave are not treated as if they were part of a regularly scheduled shift.
 2. The contact must require that the employee use their job-related knowledge, and that knowledge must relate to a decision.
 3. The contact subject must not be related to the employee's scheduling, callback, or absences.
- b. When remote access time overlaps with callback time (Section 9.8) due to starting time of a callback occurring within a period already being compensated by remote access pay, the remote access compensation shall continue for one full hour period (Section 9.9 (a) and callback compensation shall commence upon the end of the remote access period even though the employee's arrival for callback work began prior to that time. Thus, remote access time and callback time shall not overlap, but shall run consecutively, and the two-hour callback period would begin when the one hour remote access period ends.

Section 9.110. Standby Duty. Standby duty is defined as an employee status of being immediately ready and able to report to work and being available by phone or other required/approved electronic device during non-scheduled hours of work. The provisions of this section shall not apply to any employee required to reside at their job site.

- a. All employees working in Street Maintenance, Water Distribution, Water Treatment, Wastewater Collections, Wastewater Treatment, Environmental Services/Regulatory Affairs, Technical Services, Buildings, and Garage may be required to be on standby as a condition of their employment with the City of Corvallis. Newly hired employees will be added to the standby list when deemed competent to perform standby duties at the discretion of their supervisor.
- a.b. 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 their compensatory time cap.
- c. Employees assigned standby duty on a City holiday are expected to respond when contacted. When standby duty is assigned on a City holiday that would otherwise be the employees regular work day, the employee shall receive two (2) hours straight pay for each ten (10) hours designated in standby duty status. The two (2) hours 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 their compensatory time cap.
- d. If issued a standby phone, it is the responsibility of the standby person to check the operability of the phone and to keep the phone within hearing range during all standby time. The same requirement exists for the operability for any other required/approved electronic device used for standby. The standby phones, or other devices, shall not be used for personal business. The standby person is expected to respond to all calls/inquiries immediately. The standby person must arrive onsite (onsite is defined as the Public Works Facility or the treatment plants as applicable) within one (1) hour of concluding the call. Employees specifically authorized to respond to a call remotely (e.g by computer) shall respond within fifteen (15) minutes.
- e. In the event a standby person is unavailable due to illness or an emergency situation, that employee's supervisor will reassign the duty according to the written protocol of that workgroup. Standby compensation will then be prorated based on the remaining assignment period, if any.
- f. Employees who are on light duty or absent from work due to their own illness or bereavement leave are required to relinquish their standby assignment until they return to regular duty, unless specifically authorized by their supervisor to retain the standby assignment.

g. An employee assigned stand-by duties may not consume alcohol products within eight (8) hours of beginning standby duties or become otherwise impaired or incapacitated while on stand-by duty. Failure to respond, and/or meet the requirements of the standby duty assignment, and/or failure to respond to a call in a condition able to perform work may be grounds for disciplinary action in accordance with the Collective Bargaining Agreement.

b.h.—Standby for those employees not assigned to stand-by per Section 9.10 (a): ~~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 at which point the standby duty will be assigned. 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 twenty-four (24) days of standby duty per fiscal year. Voluntary standby duty is not subject to the twenty-four (24) day limitation.

—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 their 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 their job site.

Section 9.124. Reporting Pay. Any employee who is scheduled to and does report to work but whose work is not required or available to them, shall be excused from duty and paid at their 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 they were notified that no work would be required.

Section 9.132. Extra Hours Worked by Part Time Employees.

- a. 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, unless their current rate of pay is higher.

- 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 Specialist 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 760, unless their current rate of pay is higher.

Section 9.143. 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 9.154. 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 their 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 employees 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 their 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 their time), the employee can be assigned work for that travel period.
- f. When more than one employee is going to an event where there is an overnight stay the employees may choose to share a room; if the City cannot afford multiple rooms and employees choose not to share, the City may limit the number of employees to send.

ARTICLE 10: (TA 4/14/23)

LEAVE DUE TO EMERGENCY OR ADVERSE WEATHER CONDITION

Section 10.1. Leave Due to an Emergency or Inclement Weather. The City Manager or designee is the sole designated authority to declare implementation of this section. In the event of an emergency which destroys or renders a City work site unsafe or in the case of inclement weather, the the City Manager may elect to curtail all but essential City operations. eNon-essential employees who have reported to work and started their scheduled shift- in that building may be released and their regular pay shall continue until the end of that working day. , if possible, employees will the employee cannot be re-assigned to an alternate worksite prior to being released. 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. Non-essential employees that were notified of the closure prior to the start of their regular work shift may use any accrued vacation, floating holiday or compensatory time to cover the closure. If the employee has no accrued vacation, floating holiday or compensatory time, the employee may use any accrued sick leave prior to being in leave without pay status. Those Eemployees 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, floating holiday, 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 must notify their Supervisor of their absence as soon as practicable. The employee will use any of their accrued vacation, floating holiday, 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 11: (TA 3/17/23)
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 shift 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 a minimum of 30 minutes and shall be scheduled near the middle of the shift unless this is not possible.

ARTICLE 12: (Mini package with Articles 3, 25 and 31)
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. ~~All non-Parks Seasonal employees who is~~ are required to wear protective footwear shall receive up to \$200 dollars 50% reimbursement ~~(up to \$175 every 2 fiscal years)~~ for the cost of purchase or repair of protective footwear. ~~A Park Seasonal employee who is required to wear protective footwear shall receive 50% reimbursement (up to \$175 every 3 fiscal years) for the cost of purchase or repair of protected footwear.~~ Protective footwear is defined as any footwear specified by OSHA requirements or other protective footwear as defined by the employee's department.

Section 12.3. The City will attempt to provide secured lockers for each employee required to wear City-mandated clothing, within space limits.

ARTICLE 13: (TA 3/17/23)
CLEANUP TIME

Section 13.1. When necessary, employees shall be granted a reasonable personal cleanup period prior to the end of each work shift.

ARTICLE 14: (TA 3/17/23)
LEAVES

This Article shall not apply to Park Seasonals, except as required by state or federal law.

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 872 hours that can be accrued. 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 for their accrued sick leave upon termination at the rate of 1 hour of pay for every 2 hours of unused sick leave deducted up to a maximum of 436 hours of pay for 872 hours of sick leave deducted.

Employees with fewer than ten (10) years of service will have all accrued sick leave reported to the Public Employee Retirement System/Oregon Public Services Retirement Program (PERS/OPSRP) and converted 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 (e.g., questionable pattern of usage or calling in on a previously denied day off), or as necessary to determine eligibility for family medical leave, verification of illness/injury may be required and communicated to the employee. Where the City requires a medical provider's verification of illness/injury, the City will reimburse the employee for any out of pocket expenses required pursuant to the process prescribed by Human Resources.

To the extent an employee on time loss associated with workers' compensation, has a net salary greater than their workers' compensation payment, they may supplement their workers' compensation benefit amount through the use of their 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~~their 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, they shall notify their 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 their immediate supervisor of the nature of the problem and anticipated duration of their 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 their 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 based on FTE (ex. 88 hours full time, 44 hours 1/2 time, etc.), 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 sick, 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 they are entitled, providing the employee receives bona fide orders to active or training duty for a temporary period and providing they return to their position immediately upon expiration of the period for which they were 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. Employees must notify their supervisors within five (5) working days after receiving the jury summons or subpoenaed as a witness. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond their control and where such duties can be construed to be in the public interest, they 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 if the time is~~ required by jury or witness duties ~~is less than the number of their scheduled work hours~~. Time off from work for appearances in court and other proceedings other than provided above shall be charged to an employee's accrued leave or leave without pay.

(housekeeping) 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 their department will not be seriously ~~handicapped-hindered~~ by their absence. Requests for such leaves must be in writing and must establish reasonable justification for approval by the ~~d~~Department ~~d~~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, Human Resources will inform the employee of their options according to the laws and this agreement. Employees who are not OFLA/FMLA eligible shall be afforded the same leave and reinstatement rights as OFLA/FMLA eligible employees.

(housekeeping) 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 their department will not be seriously ~~handicapped-hindered~~ by their absence. Requests for such leaves must be in writing and must establish reasonable justification for approval by the department head and Human Resources. 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. The affected employee must first exhaust all available paid leaves. However, for employees who are not eligible for long-term disability, the 90-day eligibility period for hardship/sick leave exchange shall begin after all of the employee's paid leave accruals have been exhausted. 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 their 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.

(clarification) Section 14.10 Leave Without Pay. Employees are required to use applicable accrued leaves (i.e. vacation, PTO, compensatory time, floating holiday and/or sick) prior to the use of leave without pay. Any exceptions must be pre-approved by the Department and Human Resources Directors prior to the employee taking leave without pay.

ARTICLE 15:
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 and in compliance with section 15.1.b: 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.

| <u>Months of Service</u> | <u>Annual Accumulation</u> | <u>Monthly Accumulation</u> |
|---------------------------------|-----------------------------------|------------------------------------|
| 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, 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 unless agreed upon by the Department and Human Resources Directors and notated in the employee's offer letter. Vacation can be accrued up to a maximum of 472 hours. 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 their vacation leave below the new maximum accrual amount before this limit becomes effective and any additional vacation leave accrual is suspended.

- b. Prior to receiving an increase in their vacation accrual rate to more than 9.0 hours per month, an employee must have attended at least one pre-retirement financial planning session less than five years before the increase takes effect. Financial planning sessions can be those offered by the City (i.e., PERS counseling, deferred comp

meetings) or arranged by the employee with the certified Financial Planner of their choosing. Proof of attendance at a financial planning session must be provided to the City by the employee, and shall include the date and the provider of the planning session. The City shall issue written reminders to eligible employees six to twelve months before each employee's five year anniversary date to allow adequate time to meet this requirement. Employees will be allowed a reasonable amount of time to attend a pre-retirement financial planning session during their regular working hours once every five years, upon advance notice to their supervisor.

An employee who has not completed their pre-retirement financial planning session by their five-year anniversary date shall continue to accrue vacation at their previous rate. Once such an employee has met the requirements of this section, ~~she/he~~they will begin to accrue vacation at the appropriate rate for their months of service. Accrual rate increases shall not be applied retroactively under Section 15.1.b.

In order to accrue vacation at the higher rate for the same month that all requirements for a vacation accrual increase are fulfilled, employees must have submitted proof of attendance by the 20th of that month. Submissions of the proof of attendance after the 20th of that month will result in the delay of the increase to the accrual rate to the following month.

- c. 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 based on FTE (ex. 88 hours full time, 44 hours 1/2 time, etc.), 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.
- d. 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 and shall not affect the cash-out hours calculation under Section 15.1.g, if applicable.

- e. An employee who separates from the service of the City shall receive payment for unused vacation leave to which they 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.

- f. For purposes of computing vacation leave duration, the term “working days” shall exclude all holidays which may fall during the period of vacation leave.
- g. Vacation Buy Back. Employees may buy back vacation hours provided they use the same or more vacation hours as the amount of cashed-out leave during that same fiscal year. If an employee buys back more vacation hours than are used in a fiscal year, an amount equal to the overage will be deducted, without compensation, from the employee’s vacation leave bank.
- Employees with at least 10 years of service may buy back up to 1 week of vacation leave per fiscal year.
 - Employees with at least 15 years of service are eligible to buy back up to 2 weeks of vacation leave per fiscal year.
 - Employees with at least 20 years of service are eligible to buy back up to 3 weeks of vacation per fiscal year.

Vacation buy-back requests shall be processed with regular month-end payroll. Employees shall submit a vacation buy-back intent to their Department Director for the following fiscal year by November 1 of each year. If the employee does not submit their request by November 1, the Department Director may grant the request if funds are available to accommodate the vacation buy-back request.

- h. 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 Payroll. The exchange will be processed with the first available payroll.

Section 15.2. Park Seasonal Personal Time Off. 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 month 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 month, increasing to 10 hours of PTO per

qualifying pay period month after two full seasons (16 months) of employment. 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 16: (Mini package with Article 27)
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)
- Juneteenth (June 19) (housekeeping)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- Any Holiday Declared by the Mayor or City Manager of the City of Corvallis

Effective upon ratification, Park Seasonals are only eligible for those holidays that occur within the dates of their employment.

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.

(clarification) In cases where the employee's worksite is open on the above deemed in lieu of holiday observed day, employees and supervisors may mutually agree to adjust the employee's work schedule in order to accommodate the holiday differently than listed above.

(clarification) 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 on the employee's work days immediately prior to and following the holiday. Employees requesting an alternative work schedule shall not be afforded holiday pay in excess of the equivalent standard eight hours per holiday or that based on their normal schedule. Employees shall accrue compensatory time off at straight time based on FTE for a holiday or a day observed in lieu of a holiday (either but not

both) if their normal time off falls on such days, unless they are asked by their supervisor and agree to work on one of those days, in which case Section 16.5 will apply. 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, whichever 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.

(clarification) 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 at no more than three (3) times their regular rate of pay to include City designated holiday as identified in this article. This benefit will apply either to a holiday or a day observed in lieu of a holiday as listed in Section 16.1 and 16.2, but not both. (Example is for an employee whose regular shift is 8 hours. The employee is called in on a holiday and works 2 hours, the employee is paid as follows: 2 hours worked x 3 times rate of pay = 6 hours of holiday worked pay and 6 hours for the holiday, 8 holiday - 2 hours worked = 6 holiday at straight time for a total of 12 hours of pay). ~~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. Floating Holiday. Beginning June 16 or upon the first day of hire, each employee shall be credited with ~~(twentytwo)~~ 20+2 hours leave time to be used as a floating holiday. The ~~(twentytwo)~~ 20+2 hours shall be prorated for part-time employees based on FTE. The employee may use the floating holiday hours for any work day(s) or part thereof between June 16 and June 15 of the following calendar year. Floating holiday leave requests shall be made consistent with vacation leave requests. Floating leave accruals shall be included in each employee's paystub.

No floating holiday will be granted after notice of termination nor may the floating holiday be accumulated from year to year.

(housekeeping) ~~Employees are eligible to use floating holiday hours for a one-half day holiday for either New Year's Eve or Christmas Eve, not both.~~

ARTICLE 17: (TA 3/17/23)
OUTSIDE EMPLOYMENT

Section 17.1. Permission to work at outside employment shall not be required. Employees are required to disclose outside employment to Human Resources on a form provided by the City, stating the employer's name, the job title, and basic duties. Human Resources 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 29.

ARTICLE 18:
WAGES

Section 18.1.

a. Wages shall be paid according to the following schedule:

1. Beginning June 16, 2023 or upon ratification if ratified after June 16, 2023, all employees shall receive a cost of living adjustment of 5% of base wages.
- 1.2. Beginning December 16, 2023, all employees shall receive a 1% salary schedule adjustment.
3. Beginning June 16, 2024, all employees shall receive a cost of living adjustment of 3% of base wages.
4. Beginning December 16, 2024, all employees shall receive a 1% salary schedule adjustment.
- 2.5. Beginning June 16, 2025, all employees shall receive a cost of living adjustment of 2.5% of base wages.
- 3.6. June 16, 2026, all employees shall receive a cost of living adjustment of 3% of base wages.
- ~~4. In the pay period immediately following ratification, all employees shall receive a cost of living adjustment of 3.0% of base wages. If ratified by the Union by November 2, 2018, regular full-time employees employed upon ratification will receive a \$250 gross bonus in the November 30, 2018 paycheck. The bonus shall be pro-rated for part-time employees employed upon ratification proportional to their FTE.~~
- ~~5. Beginning June 16, 2019, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~
- ~~6. Beginning June 16, 2020, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~
- ~~7. On December 16, 2020, all Job Groups except Job Group 715 shall receive a \$0.48 per hour base wage adjustment. For Job Group 715, on December 16, 2020, each step in the salary table will be increased by a one-time 5% base wage adjustment.~~
- ~~8. Beginning June 16, 2021, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~

~~9. Beginning June 16, 2022, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~

~~b. (housekeeping) Medical Stipend will be paid in the January paycheck as follows in January 2019, 2020 and 2021. The medical stipend will cease for all employees with the January 2021 payment.~~

| Year | Single | Two-Party/Family |
|-----------------|---------------------|-----------------------------|
| 2019 | \$750.00 | \$1000.00 |
| 2020 | \$750.00 | \$1000.00 |
| 2021 | \$750.00 | \$1000.00 |
| 2022 | \$0.00 | \$0.00 |
| 2023 | \$0.00 | \$0.00 |

~~Active Park Seasonal employees will receive a pro-rated medical stipend for single medical insurance coverage based on the above table in the first paycheck following the month they begin employment. Pro-ration shall be at the rate of 1/12 of the annual payment times the number of month's medical insurance premiums will be paid in the coverage year. New hires are not eligible for the medical stipend until the January following their first day of employment. The medical stipend will cease for all employees with the January 2021 payment.~~

~~e.b. The Appendices A and B position list, wage tables, and classification points range shall be updated when changes are made. Updates will be posted on the City's information systems and will be made available to all employees.~~

~~d.c. (housekeeping) 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~~ Human Resources shall mutually determine an appropriate starting salary which can be at or below their existing salary but above the salary specified in Appendix AB. 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-job group~~ per Appendix BA.~~

~~e.d. The classification point range is outlined in Appendix A. Each position shall be placed in the appropriate job group based upon its point value. Positions are identified by job group in Appendix A as of the implementation of this contract.~~

Section 18.2. Should the employer-paid pre-tax contribution for PERS no longer be a valid option at some point in the future and employees become responsible for their 6% contribution to PERS, the City shall concurrently increase the employee wage by 6%.

(housekeeping) 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 2B 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, they may grieve through the Grievance Procedure, Article 8.

ARTICLE 19: (TA 3/17/23)
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 19. 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 the Public Employee Collective Bargaining Act 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 20: (TA 3/17/23)
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 their 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 their shift is worked during the hours of 11:00 p.m. and 6:00 a.m.

(housekeeping) Section 20.2. Shift premium pay will be treated as part of the ~~basic~~-base 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 (1/2) 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. Bilingual Pay. Employees who are qualified by the City as bilingual in any spoken or written language designated by the City will receive a monthly premium of 2.5% of their regular base pay. Employees who are qualified by the City as bilingual in any spoken and written language designated by the City will receive a monthly premium of 5% of their regular base pay. Employees must re-qualify annually. Assignment and removal of such job duties shall be at the City's discretion and is not grievable. For employees that receive bilingual pay, availability for work assignments throughout the year is required. Employees who refuse to utilize the skill will forfeit the pay. The City will provide an annual qualification/re-qualification opportunity. Employees who do not qualify must wait for the next annual testing opportunity to retest. If a job position requires bilingual skills, the testing opportunity will be provided prior to hiring. The City and the employee will mutually agree on ways for the employee to maintain and practice their skills. The types of assistance the City might provide include classes, conversation groups, release and/or flex time for volunteer work in bilingual situations, or other opportunities to use these skills.

ARTICLE 21: (TA 3/17/23)
ACTING IN CAPACITY

(housekeeping) Section 21.1. Acting in Capacity. An employee assigned the duties and responsibilities of a position in a higher job class shall receive compensation as follows; Step ~~A-1~~ of the higher class, a one step increase in their regular classification, or a 5 percent (5%) increase in their regular salary, whichever is greater and provided such assignment is designated in

writing and the assignment lasts longer than five (5) 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 they have assumed responsibility and accountability for the primary functions of the position and for substantive performance of the job.

For assignments of five (5) days or longer, the employee performance will be evaluated in the annual performance evaluation. For assignments of less than five (5) days, the assignment shall be noted but not evaluated in the performance evaluation.

Section 21.2. Extra Duties. When a vacancy or an absence longer than five (5) 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. The assignments shall be evaluated in the annual performance evaluation.

Section 21.3. Career Development within the Bargaining Unit. 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. Career Development Outside the Bargaining Unit. An employee may request to perform tasks in order to advance the employee's career by notifying their supervisor in writing of a desire for career development in a position outside of the bargaining unit. Based on mutual agreement, the employee and supervisor will develop a written plan to define the parameters of the career development opportunity. The career development opportunity can be discontinued at any time by either party without consequence or penalty. Career development is not associated with any position vacancy. An employee shall complete a self-evaluation of their performance on any career development opportunity. Any career development opportunity lasting twenty (20) consecutive days or more will also have an evaluation completed by the supervisor and discussed with the employee. The employee's self-evaluation and the employer's evaluation shall be included in the employee's personnel file. Employees who are participating in a career development opportunity will not be eligible for overtime, stand-by, remote access, or call back compensation unless the work being performed is a part of the employee's regular job responsibilities. The City and the employee will agree on the days the career development duties will occur; these days will not exceed ninety (90) days in a twelve (12) month period.

Section 21.5. An employee who is designated to act in capacity or with extra duties outside of the bargaining unit, as provided for above, shall remain a member of the bargaining unit and shall be entitled to overtime, call back, or remote access compensation only for bargaining unit work performed outside of normal working hours as provided for in this Agreement. All non-bargaining unit work performed after hours shall not be paid overtime, call back, or remote access. The AIC assignment shall be in writing and shall state if standby duty shall be paid or unpaid. When standby is stated in the job description then no standby pay will be paid. When standby is not stated explicitly in the job description, the written agreement shall state the conditions under which standby may be expected and whether it will be paid or not. However, any standby duty assignment to an employee acting in capacity outside the bargaining

unit shall not reduce the standby duty hours normally available to the other bargaining unit employees.

Section 21.6. Normally acting in capacity, Section 21.1 and extra duty, Section 21.2 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 22:
HEALTH AND DENTAL INSURANCE BENEFITS

Except where expressly noted, 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 than 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 in the AFSCME HDHP with an HRA contribution. Enrollment in the default coverage may not be revised by the employee until the next open enrollment.

Section 22.3 Effective with the January 1, 2024 plan year, 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. Effective with the January 1, 2025 plan year, the City shall pay 95% 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. Effective with the January 1, 2026 plan year, the City shall pay 93% 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. Effective with the January 1, 2027 plan year, the City shall pay 90% 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 and part-time employees designated at 0.75 FTE or greater, the City shall additionally pay 93% 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 93% of the premium difference for employees choosing to cover additional dependents on family coverage. The

remaining premium amounts shall be 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 and the Union agree on the importance of employee's wellness. The Union encourages participation in the Wellness Program. The City shall therefore 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. 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. Post Employment Health/Dental Benefits.

- a. 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 AFSCME active employee medical and dental coverage. 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.
- b. Active AFSCME members hired on or after July 1, 1992 shall have a contribution made by the City to the employee's Retirement Health Savings Account (RHSP) according to the following schedule for each pay period month:

| <u>Months of Service</u> <u>(Years of Employment)</u> | <u>Monthly Contribution</u> <u>Amount</u> |
|--|--|
| 61 to 120 months (5 to 10 years) | \$50 |
| 121 to 180 months (10 to 15 years) | \$75 |
| 181 + months (15 + years) | \$100 |

A completed pay period month for which this contribution shall be made is defined as a pay period month in which the employee has been in pay status for eleven or more working days (eight hour periods or the pro rata share of eight hours for less than 1.0 FTE) in that pay period month. For contribution purposes, 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.

Section 22.9. The AFSCME medical plan shall be as follows:

- a. AFSCME High Deductible Health Plan (HDHP) is offered to all AFSCME employees.
- b. Employees shall be entitled to a City paid contribution into a health savings account (HSA) or a health reimbursement arrangement (HRA) account, as follows: ~~(housekeeping) in January 2019, 2020, 2021, and 2022, the equivalent of the plan's deductible for their level of coverage (single at \$1,500, two-party and family at \$3,000). Beginning in January 2023,~~ Employees shall be entitled to a City-paid contribution into a health savings account (HSA) or a health reimbursement arrangement (HRA) account the equivalent of the plan's deductible for their level of coverage (single at \$1,500, two-party and family at \$3,000) at the rate of 1/12th the annual contribution each month. Deductibles will automatically change as needed to meet the minimum deductible amounts set by the IRS each year. No employee shall receive additional payments into their account after the termination of their employment. Employee's HSA plan is portable when the employee leaves the City. Employee's HRA plan is owned by the ~~employer;~~ City however, when an employee leaves the City, any remaining funds in the HRA shall be either retained in the HRA for the employee's use or shall be transferred to the employee's retirement health savings plan (RHSP) account according to the rules of these plans. Employees choosing to retain funds in their HRA account shall be responsible for any administrative fees paid by the City.
- c. New hires shall be entitled to a City-paid contribution into a health savings account (HSA) or a health reimbursement arrangement (HRA) as follows: (housekeeping) the

~~equivalent of the plan's deductible for their level of coverage (single at \$1,500, two-party and family at \$3,000). Any new employees hired on or after November 2, 2022 shall be entitled to a City-paid contribution into a health savings account (HSA) or a health reimbursement arrangement (HRA) account~~ the equivalent of the plan's deductible for their level of coverage (single at \$1,500, two-party and family at \$3,000) at the rate of 1/12th the annual contribution each month. Deductibles will automatically change as needed to meet the minimum deductible amounts set by the IRS each year.

d. Retired AFSCME employees who were hired before July 1, 1992 are eligible for City HSA or HRA contributions.

e. If the amount the City pays for the medical insurance results in the City being subjected to the Cadillac Tax under the Affordable Care Act, Article 22.9 will be subject to an automatic reopener and result in bargaining a change in insurance coverage to reduce costs below the Cadillac Tax Threshold.

Section 22.10. Park Seasonals. Park Seasonal employees shall be eligible subject to 22.2 above, for City--paid single coverage under the AFSCME HDHP Plan and dental plans as described above. Park Seasonals eligible for the AFSCME HDHP plan shall be entitled to a pro-rated City--paid contribution into a health saving account (HSA) or a health reimbursement arrangement (HRA) for single coverage only. Park Seasonals may also voluntarily contribute to the City's IRS Section 125 flexible benefit plan and/or the City's deferred compensation plan(s) at their own expense. Pro-ration shall be at the rate of 1/12 of the annual payment x the number of months medical insurance premiums will be paid in the coverage year, paid on the same schedule as outlined in 22.9.b.

Section 22.11. 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 Human Resources and staff support is provided by Human Resources. 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 23: **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 sixty percent (60%) of a member's taxable monthly salary, reduced by any deductible income, up to a maximum of \$86,000 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 share of the workers' compensation 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 mileage reimbursement shall be from the employee's home or work site to the destination and back, whichever is the shortest. Employees who are offered transportation, but choose to use their own personal vehicle will not be eligible for mileage reimbursement. 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 percent (50%) 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. (housekeeping) All applications for educational reimbursement must be approved by the ~~d~~Department ~~d~~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 their 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. If the employee does not submit their request by December 1st, the Department Director may grant the request if funds are available to accommodate the request. 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.

Section 23.8. Fleet Maintenance Tools.

- a. An employee required to provide their own hand and diagnostic tools necessary to perform the essential functions of their position shall be eligible for the reimbursement (up to \$1,000 per fiscal year) for the cost of tools that wear out or are damaged in use on City equipment. The reimbursement allowance does not compound or roll over from one fiscal year to the next.

1. An employee who leaves the City employment for any reason is required to repay the amount reimbursed over the preceding 12 months.
- b. The City will include on its insurance policy up to \$40,000 worth of personal employee tools. A catastrophic loss (more than \$10,000 in loss value) of those tools due to theft, natural disaster, fire, or other insurance-related issues where the City is caused to file a claim will be compensated in accordance with and up to the limits included in the City's insurance policy.

Section 23.9 Paid Leave Oregon

- a. The City will pay the statutorily required employer's contribution of the Paid Leave Oregon (PLO) program, not to exceed forty percent (40%) of the rate set by the State of Oregon Director of Employment Department, unless required by law. The City will deduct the employee's portion of the PLO contribution, not to exceed sixty percent (60%) of the same rate, from the employee's wages and transmit to the State of Oregon Employment Department.
- b. Employees who have a qualifying life event and are eligible, as defined by ORS 657B.010, must notify the City of the need to take Paid Leave Oregon (PLO) leave thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee must notify the City of the need to take PLO within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.
- ~~a.c.~~ Employees may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) weeks for limitation related to pregnancy.
- ~~b.d.~~ Upon request, an employee shall be allowed to utilize their accrued leave of their own choice to compensate for the difference between their state-issued PFMLI benefits and the "eligible employee's average weekly wage" calculated by the Oregon Employment Department. The employee shall submit PFMLI benefit information to the City of Corvallis to calculate and process the difference. Any leave used under this section may not be returned to your leave bank.
- ~~e.c.~~ Replacement wages will be paid by the State of Oregon. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves.
- f. Employees who are on PLO leave shall not accrue any paid leave.
- g. PLO and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law.

ARTICLE 24: (TA 4/14/23) **POSTING JOB VACANCIES**

Section 24.1. Posting Job Vacancies. Vacancies which occur in a bargaining unit position, and which the City intends to fill, shall be posted and emailed to represented employees with City email, 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 Human Resources. 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 their 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 considered interviewed for the subsequent positions.

Employees on leave for more than two (2) weeks have the option of contacting Human Resources 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, sex, age, color, creed, mental or physical disability, sexual orientation, gender identity or expression, citizenship status, level or source of income, national origin, veteran status, marital status, familial status, religion, religious observance, or political affiliation, 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 25: (Mini package with Articles 3, 12 and 31)

PROBATIONARY PERIOD

Section 25.1. The probationary period is an integral part of the employee's 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 employees will be required to serve a probationary period, not to exceed one (1) year from date of hire or movement into a classification. Park Seasonals shall serve a probationary period not to exceed one (1) season.

Employees promoted or transferred to a different classification for which they have not demonstrated full proficiency shall serve a probationary period of one (1) year 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~~ (Housekeeping) of Probation. The City retains the right to move an employee from probationary to regular status prior to the one (1) year period specified above, for exceptional performance and as approved by the Department Director and Human Resources.

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. Certification, Licenses, & Clearances. For employees who are required to obtain new certifications, licenses, and clearances, the following shall apply: the supervisor and employee shall develop a written training plan, which will be reviewed quarterly to help the employee in meeting the requirements. Non-probationary employees not meeting requirements as specified in their job description, may be discharged in accordance with Article 29. This discharge is not considered discipline, and the employee shall be eligible for rehire. However, before discharge, the employee shall be given preference to transfer to any vacant position for which they meet the minimum requirements.

Section 25.6. 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 26: TA (4/14/23)
SENIORITY

(housekeeping) Section 26.1. Seniority means an employee's length of continuous service, in the Bargaining Unit, with the City since their last day of hire in a bargaining unit position. When employees have the same date of hire, seniority shall be decided by application date and time (Pacific Standard Time). 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 (not job-related as defined in section 23.7.b), shall lose all seniority. Official union position leave, as defined under section 14.7, shall not be considered another occupation.

ARTICLE 27: (Mini package Article 16)
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 they are 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 within the same department 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 within the same department 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. Employees who bump shall not serve a new probationary period.

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 in their former department 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 Human Resources 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 28: TA (3/17/23) **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 29: (TA 3/17/23)
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 unreasonably 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, they may request a hearing by notifying Human Resources. The hearing shall occur within five (5) regular business days of request and a written decision shall be rendered by the City Manager or their 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 their 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 30: (TA 3/17/23)
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 their 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 34.2 - 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 themselves or the public, they 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 31: (Mini package with Articles 3, 12 and 25)
REQUIRED DRIVER'S LICENSE

Section 31.1. The parties recognize that possession of a valid Oregon Driver License and/or Commercial (CDL) Driver License is a minimum qualification for a number of City positions. If an employee holds a position in a classification that requires a valid driver license, and their license is non-renewed, suspended, or revoked, it is agreed that the employee can no longer perform the essential function of the job. The employee would normally be terminated; however, the parties agree that a short term accommodation shall be made for a regular employee who has lost their driving privilege, except in cases where driving is the sole responsibility of the position. The employee must provide the City with written proof from the Department of Motor Vehicles or some other legal source such as a court that he/shethey will be able to obtain a job-appropriate, valid regular driver license within one hundred-eighty (180) days or a valid CDL within three hundred sixty-five (365) days. If such irrefutable written proof has been provided to the City, a short term accommodation shall be approved.

Section 31.2. Failure to report a limitation upon, suspension or revocation of a work-required driver license may subject an employee to disciplinary action in accordance with Article 29.

Section 31.3. The City will pay up to \$120.00 annually of the costs associated with a physical examination in order to maintain a Commercial Driver License (CDL) and related special endorsements for any regular employees who are required by the City to maintain a CDL for their current job. The City will pay up to \$120.00 of the costs of a physical examination, which is associated with any new City-required CDL and/or endorsement(s) for one's current job. Notwithstanding the above, the City will pay the full costs of any City-required physical examination where the examination is performed by a City-contracted physician.

Section 31.4. The costs associated with a CDL required for a promotional position or an employee requested transfer, shall be the responsibility of the employee. Should an employee allow their CDL and/or endorsements to expire, or if the employee's CDL is revoked, any re-issuance fee shall be the responsibility of the employee.

Section 31.5 Entry-Level Driver Training (ELDT). When a CDL is a minimum qualification, and the employee does not have the appropriate licensure at hire or placement, the City will pay the third-party costs for the employee to attend any required Entry-Level Driver Training (ELDT) by a trainer designated on the FMCSA Training Provider Registry. As a condition of the City advancing these training costs to attend ELDT, the employee will be required to sign a written agreement that they will remain employed by the City for twenty-four (24) full months after obtaining their CDL or have the full cost of the ELDT program deducted from their final paycheck subject to ORS 18.385 (Wage Exemption), ORS 652.610 and other applicable law. The employee will also be expected to make arrangements with the City to reimburse any remaining balance after the final paycheck has been garnished. Should the employee resign, retire, or otherwise voluntarily separate from employment with the City within the 24-month period stated above, the repayment provision shall be triggered. If the City

terminates the employee prior to 24-months, the employee will not be subject to any repayment for the ELDT.

(housekeeping) Section 31.6. Fleet Tracker Program. The Network Fleet GPS system is a device that collects data from the vehicle's on board computer and provides data to the employer. It is not the intention of the City of Corvallis to use these devices to monitor the driving habits of staff. However, under policy AP 95-3.12, Driving Standards and Use of City Vehicles on City Business states that City employees are to drive in a safe and courteous manner; and that it is of high importance that the trust of the public vested in the City of Corvallis be protected and enhanced by the appropriate behavior of any person authorized to drive for City business. If there is a concern, this information could be used to confirm or deny an allegation. Any vehicle that has a Network Fleet GPS system device will have a notification placard placed in the vehicle.

ARTICLE 32: (TA 3/17/23)
PREVAILING BENEFITS

Section 32.1. No employee covered by this Agreement shall suffer a loss of compensation or economic benefit by the signing of this Agreement.

ARTICLE 33: (TA 3/17/23)
PERSONNEL RECORDS

Section 33.1. An employee or the Union, with the employee's written permission, may, upon request, inspect the contents of their 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 their official personnel file as described in this article.

Section 33.2. 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 their 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.”

(housekeeping) Section 33.3. If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the ~~Employer~~ City 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 their address of record and copy to the Union.

Section 33.4. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion

regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

(housekeeping) Section 33.5. An employee may include in their personnel file copies of any relevant material ~~s/he~~they wishes, such as letters of favorable comment, licenses, certificates, college course credit, or any other material which relates creditably on the employee and their 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 33.6. An employee may, upon request, obtain copies of any of the contents of their personnel file.

Section 33.7. There shall be only one (1) personnel file.

ARTICLE 34: (TA 3/17/23) **JOINT LABOR MANAGEMENT COMMITTEES**

Section 34.1. 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; joint grievance investigation teams; and any other joint committee agreed to in writing and in advance by the City and the Union.

Section 34.2. 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 34.3. 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 35: (TA 3/17/23) **SAVINGS CLAUSE**

Section 35.1. 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 36: **TERM OF AGREEMENT**

Section 36.1. 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, 2023~~ June 30, 2027.

Section 36.2. 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 36.3. 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 36.4. Modification. Notice of intent to modify shall be given not later than December 1 prior to the expiration date 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 36.5. 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 36.6. 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 _____.

For the City of Corvallis

For the American Federation of
State, County and Municipal Employees

Mark Shepard, City Manager

~~Antonio Gisbert~~ Jim Steiner,
AFSCME State Representative

Todd Lyon, Chief Negotiator

~~Carlos Lopez, President~~ Stephen Whitener,
Library Specialist III

Mary Beth Altmann Hughes,
Human Resources Director

~~Natalie Summerlin, Vice President~~ Vince
Jones, Water Distribution Systems Specialist

~~Mary Steckel~~ Jeff Blaine, Public Works
Director

~~Tim Bates, Transportation Lead~~
~~Worker~~ Jennifer Jess, Sr. Administrative
Specialist

~~Jude Geist~~ Meredith Petit, Parks &
Recreation Director ~~Division Manager~~

~~Bonnie Brzozowski, Reference~~
~~Librarian~~ Kristina Hauge, Parks Maintenance
Technician

Ashlee Chavez, Library Director

~~Nancy Brewer~~ Ryan Seidl, Finance Director

~~Luke Cotton, Information Systems Analyst~~
Matt Rouleau, Parks Maintenance
Leadworker

~~Chad Gordon,~~
Transportation Maintenance Supervisor

~~Jonathan Pywell, Urban Forester~~ Jeremy
Kruse, AFSCME Representative

APPENDIX A: (will update with current schedule after ratification)
CLASSIFICATION AND SALARY SCHEDULE

| <u>JOB GROUP</u> | <u>CLASSIFICATION TITLE</u> | <u>POINT RANGE</u> |
|-------------------------|--|---------------------------|
| 790 | Civil Engineer II | 4601 – 4950 points |
| 785 | Building Inspector/Plans Examiner IV Senior Planner System Engineer | 4251 – 4600 points |
| 780 | Asset Management CMMS Lead Associate Planner Building Inspector/Plans Examiner III Civil Engineer I Facilities Automation Information System Analyst Information Systems Analyst Network Administrator Park Planner Surveyor Urban Forester Webmaster/Information Systems Analyst | 3901 – 4250 points |
| 775 | Animal Control Officer Buildings & Grounds Maintenance Leadworker Building Inspector/Plans Examiner II Business Analyst Development Services Digital Services Coordinator Early Literacy Coordinator Economic Development Officer Environmental Analyst Facility Automation Information System Technician Franchise Utility/Right-of-Way Specialist GIS Analyst Housing and Neighborhoods Coordinator Instrument Technician II Parks Maintenance Leadworker Reference Librarian Senior Accountant Street Maintenance Leadworker System Administrator Transportation Leadworker Wastewater/Collection Surface Water Management System Leadworker Water Distribution System Leadworker | 3601 – 3900 points |
| 770 | Airport and Parking Program Specialist Aquatics Program Coordinator Building Inspector/Plans Examiner I Building Safety Inspector II Buildings and Grounds Project Coordinator Crime Analyst Development Services Engineering Technician | 3301 -3600 points |

| <u>JOB GROUP</u> | <u>CLASSIFICATION TITLE</u> | <u>POINT RANGE</u> |
|-------------------------|--|---------------------------|
| 770 | Electronics Technician II Equipment Maintenance Technician Fleet Technician II Housing Program Specialist Instrument Technician I Land Use Inspector Park Operations Program Coordinator Park Operations Specialist Program Specialist Recreation Coordinator Special Transportation Coordinator Wastewater Reclamation Plant Operator Water Quality Analyst Water Treatment Plant Operator | 3301 – 3600 points |
| 765 | Accountant Aquatics Pool Operator Assistant Planner Buildings and Grounds Maintenance Specialist Building Safety Inspector I Code Compliance Specialist Engineering Technician III Fleet Technician I Grant Program Specialist Library Specialist IV Street Maintenance Specialist Utility Billing/EMS Billing Support Leadworker Wastewater Collection/Surface Water Management System Specialist Water Distribution System Specialist | 3001 – 3300 points |
| 760 | Aquatics Support Specialist Community Library Specialist Computer Support Specialist Financial Analyst Park Maintenance Technician Permit Technician II Staff Assistant Utility Billing Field Specialist Wastewater Reclamation Plant Operator Trainee Water Treatment Plant Operator Trainee | 2701 – 3000 points |
| 755 | Buildings and Grounds Maintenance Technician Department Accounting Analyst Library Specialist III Permit Technician Senior Administrative Specialist | 2451 – 2700 points |
| 750 | Cash Management/Accounts Receivable Specialist Marketing and Advertising Specialist Parking Enforcement Officer | 2201 – 2450 points |

| <u>JOB GROUP</u> | <u>CLASSIFICATION TITLE</u> | <u>POINT RANGE</u> |
|-------------------------|--|---------------------------|
| 750 | Property Control Specialist Utility Billing/EMS Support Specialist | 2201 – 2450 points |
| 745 | Accounts Payable Specialist Court Clerk Central Administrative Services Support Specialist EMS Billing and Administrative Support Specialist Library Specialist II Records Specialist | 2001 – 2200 points |
| 740 | Administrative Specialist Ambulance Billing Accounting Specialist Park Seasonal Worker IV | 1801 – 2000 points |
| 735 | Security Attendant | 1651 – 1800 points |
| 730 | Park Seasonal Worker III Library Courier | 1501 – 1650 points |
| 725 | Park Seasonal Worker II | 1401 – 1500 points |
| 720 | | 1301 – 1400 points |
| 715 | Shelver | 1251 – 1300 points |
| 710 | | 1201 – 1250 points |

APPENDIX AB: (will update with current schedule after ratification)

SALARY SCHEDULE
Effective October 16, 2018

| Job Group | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 790 | \$74,442.24 | \$78,164.52 | \$82,072.68 | \$86,176.44 | \$90,485.16 | \$95,009.28 |
| | \$6,203.52 | \$6,513.71 | \$6,839.39 | \$7,181.37 | \$7,540.43 | \$7,917.44 |
| | \$35.7902 | \$37.5798 | \$39.4588 | \$41.4318 | \$43.5033 | \$45.6784 |
| 785 | \$68,928.24 | \$72,374.76 | \$75,993.24 | \$79,793.04 | \$83,782.44 | \$87,971.76 |
| | \$5,744.02 | \$6,031.23 | \$6,332.77 | \$6,649.42 | \$6,981.87 | \$7,330.98 |
| | \$33.1392 | \$34.7962 | \$36.5359 | \$38.3628 | \$40.2808 | \$42.2949 |
| 780 | \$63,822.36 | \$67,013.40 | \$70,364.16 | \$73,882.44 | \$77,576.28 | \$81,455.16 |
| | \$5,318.53 | \$5,584.45 | \$5,863.68 | \$6,156.87 | \$6,464.69 | \$6,787.93 |
| | \$30.6844 | \$32.2186 | \$33.8296 | \$35.5211 | \$37.2970 | \$39.1619 |
| 775 | \$59,122.92 | \$62,079.12 | \$65,183.28 | \$68,442.36 | \$71,864.28 | \$75,457.68 |
| | \$4,926.91 | \$5,173.26 | \$5,431.94 | \$5,703.53 | \$5,988.69 | \$6,288.14 |
| | \$28.4250 | \$29.8463 | \$31.3387 | \$32.9056 | \$34.5508 | \$36.2784 |
| 770 | \$54,725.16 | \$57,461.16 | \$60,334.44 | \$63,351.00 | \$66,519.00 | \$69,845.04 |
| | \$4,560.43 | \$4,788.43 | \$5,027.87 | \$5,279.25 | \$5,543.25 | \$5,820.42 |
| | \$26.3107 | \$27.6261 | \$29.0075 | \$30.4578 | \$31.9809 | \$33.5800 |
| 765 | \$50,707.56 | \$53,243.04 | \$55,905.36 | \$58,700.64 | \$61,635.48 | \$64,717.32 |
| | \$4,225.63 | \$4,436.92 | \$4,658.78 | \$4,891.72 | \$5,136.29 | \$5,393.11 |
| | \$24.3791 | \$25.5981 | \$26.8781 | \$28.2220 | \$29.6330 | \$31.1147 |
| 760 | \$47,036.16 | \$49,387.80 | \$51,857.40 | \$54,450.24 | \$57,172.92 | \$60,031.44 |
| | \$3,919.68 | \$4,115.65 | \$4,321.45 | \$4,537.52 | \$4,764.41 | \$5,002.62 |
| | \$22.6140 | \$23.7446 | \$24.9319 | \$26.1785 | \$27.4875 | \$28.8618 |
| 755 | \$43,713.48 | \$45,899.16 | \$48,194.16 | \$50,604.00 | \$53,133.84 | \$55,790.76 |
| | \$3,642.79 | \$3,824.93 | 4,016.18 | \$4,217.00 | \$4,427.82 | \$4,649.23 |
| | \$21.0165 | \$22.0673 | \$23.1707 | \$24.3293 | \$25.5456 | \$26.8230 |
| 750 | \$40,787.40 | \$42,826.80 | \$44,968.08 | \$47,216.28 | \$49,577.28 | \$52,056.36 |
| | \$3,398.95 | \$3,568.90 | \$3,747.34 | \$3,934.69 | \$4,131.44 | \$4,338.03 |
| | \$19.6097 | \$20.5902 | \$21.6197 | \$22.7006 | \$23.8357 | \$25.0276 |
| 745 | \$38,999.28 | \$40,949.40 | \$42,996.96 | \$45,146.76 | \$47,404.20 | \$49,774.44 |
| | \$3,249.94 | \$3,412.45 | \$3,583.08 | \$3,762.23 | \$3,950.35 | \$4,147.87 |
| | \$18.7500 | \$19.6876 | \$20.6720 | \$21.7056 | \$22.7909 | \$23.9305 |
| 740 | \$35,629.56 | \$37,410.96 | \$39,281.76 | \$41,245.56 | \$43,308.12 | \$45,473.28 |
| | \$2,969.13 | \$3,117.58 | \$3,273.48 | \$3,437.13 | \$3,609.01 | \$3,789.44 |
| | \$17.1299 | \$17.9864 | \$18.8858 | \$19.8300 | \$20.8216 | 21.8626 |
| 735 | \$33,335.76 | \$35,002.44 | \$36,752.88 | \$38,590.32 | \$40,519.92 | \$42,545.76 |
| | \$2,777.98 | \$2,916.87 | \$3,062.74 | \$3,215.86 | \$3,376.66 | \$3,545.48 |
| | \$16.0271 | \$16.8284 | \$17.6700 | \$18.5534 | \$19.4811 | \$20.4551 |
| 730 | \$31,278.24 | \$32,842.20 | \$34,484.28 | \$36,208.56 | \$38,019.00 | \$39,920.04 |
| | \$2,606.52 | \$2,736.85 | \$2,873.69 | \$3,017.38 | \$3,168.25 | \$3,326.67 |
| | \$15.0379 | \$15.7898 | \$16.5793 | \$17.4083 | \$18.2787 | \$19.1927 |
| 725 | \$29,460.60 | \$30,933.96 | \$32,480.64 | \$34,104.48 | \$35,809.80 | \$37,600.32 |
| | \$2,455.05 | \$2,577.83 | \$2,706.72 | \$2,842.04 | \$2,984.15 | \$3,133.36 |
| | \$14.1640 | \$14.8724 | \$15.6160 | \$16.3967 | \$17.2166 | \$18.0774 |
| 720 | \$27,785.16 | \$29,174.16 | \$30,633.24 | \$32,164.56 | \$33,772.68 | \$35,461.68 |
| | \$2,315.43 | \$2,431.18 | \$2,552.77 | \$2,680.38 | \$2,814.39 | \$2,955.14 |
| | \$13.3585 | \$14.0263 | \$14.7278 | \$15.4640 | \$16.2372 | \$17.0492 |
| 715 | \$26,212.32 | \$27,522.84 | \$28,899.00 | \$30,343.92 | \$31,861.20 | \$33,454.32 |
| | \$2,184.36 | \$2,293.57 | \$2,408.25 | \$2,528.66 | \$2,655.10 | \$2,787.86 |
| | \$12.6023 | \$13.2324 | \$13.8940 | \$14.5887 | \$15.3182 | \$16.0841 |
| 710 | \$24,728.40 | \$25,965.00 | \$27,263.28 | \$28,626.48 | \$30,057.72 | \$31,560.72 |
| | \$2,060.70 | \$2,163.75 | \$2,271.94 | \$2,385.54 | \$2,504.81 | \$2,630.06 |
| | \$11.8889 | \$12.4834 | \$13.1076 | \$13.7630 | \$14.4511 | \$15.1737 |

**APPENDIX C: MEMORANDUM OF AGREEMENT - TRANSPORTATION EMPLOYEE
DRUG AND ALCOHOL TESTING (TA 3/17/23)**

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) and Federal Transit Administration (FTA) to implement the Act as well as to promote safe services to the public and a drug free workplace for employees. The Parties agree to the following in order to comply with the rules established by the FMCSA and FTA in CFR parts 40, 382, 655 et al:

1. Scope of Agreement. This MOA applies only to those employees who hold and use a Commercial Driver's License (CDL) or are required to be subject to drug and alcohol testing under the FTA 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, City policy, procedure, or work rule.
2. Drugs. The term "Drugs" shall include all controlled substances regulated under the Federal Controlled Substances Act (21 U.S.C. § 812 *et seq.*), and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration. It also includes other substance that may impair performance and safety (e.g. inhalants, MDMA, opiates, etc.). Notwithstanding any provisions in state law, marijuana remains a controlled substance under the Federal Controlled Substances Act. Accordingly, marijuana is defined as a "drug" for the purposes of this Agreement regardless of whether or not the marijuana was distributed or consumed for medical purposes or recreational purposes consistent with state law. "Drugs" also applies to prescription and non-prescription medication.
3. Under the Influence. Reporting to work under the influence of drugs, alcohol, any intoxicants, any controlled substance as defined by law is prohibited. An employee is considered to be under the influence if a prohibited substance is present in the body at or beyond the agreed upon threshold limits as provided by the Department of Transportation. For those substances not covered by the Department of Transportation Regulations, an employee will be considered "under the influence" if the prohibited substance is present in the body. The CITY may also consider other evidence in determining whether an employee is "under the influence," including but not limited to review by the CITY's Medical Review Officer.
4. Representation. Employees covered by this MOA shall have the right to request AFSCME representation to any discussions with the CITY concerning this program.
5. Prescription Medication. Employees must report to their immediate supervisor the use of any prescription or over-the-counter medication that may inhibit the employee's ability to

safely and effectively perform job duties. It is the employee's responsibility to ask their health care provider and/or pharmacist to determine whether any prescribed drug or other medication may have side effects that impair job performance or affect the employee's ability to safely and competently perform their job duties. If the employee and/or their health care provider believe the employee is experiencing side effects that impair job performance, the employee must notify their supervisor prior to performing or continuing to perform any work.

- a. Employees are required to provide a medical authorization to work, upon request from the CITY. This may include verifying that the employee is able to safely perform their job duties before the employee is allowed to continue their work. The employee will not be required to disclose the medical condition for which the medication is being taken unless the CITY determines that disclosure is necessary to comply with its legal obligations (e.g., properly designating FMLA leave, evaluating reasonable accommodations, etc.).
 - b. Reporting to work under the influence of marijuana, even if permitted by state law (including medical marijuana laws) is in violation of this Agreement. The CITY does not excuse or accommodate marijuana use as a reasonable accommodation of a disability.
 - c. The use of medications that are unlawfully obtained, or are not taken consistent with the prescription, including but not limited to using medication prescribed to another person, is in violation of this agreement.
6. Costs. The CITY shall pay all costs for the implementation and administration of this program. 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. The CITY shall cover up to \$500 in out-of-pocket direct medical and mental health expenses not covered by the Employee Assistance Program (EAP) and health insurance program for employees who voluntarily seek treatment before any random or other testing is required by the CITY.
7. Employees covered under this MOA will submit to the following types of drug and alcohol testing as mandated by the FMCSA or the FTA including:
- a. Pre-Employment Testing. All successful candidates for employment in covered positions must submit and pass pre-employment testing for drugs prior to placement in the position. Testing will be conducted after the CITY makes a contingent offer of employment or transfer subject to the employee passing the test.
 - b. Random Testing. 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. Test results shall be reviewed by a Medical Review Officer, and they shall be shared first with the employee.

- c. Post-Accident Testing Requirements. An employee covered by this MOA who is involved in an accident (as defined in part 390.5 or 655.44 of the Federal Regulations) while performing their assigned duties shall be required to submit to drug and/or alcohol testing as mandated by FMCSA or FTA 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.
 - d. 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.
 - e. Follow-up and Additional Testing. Follow-up testing may be required by the Substance Abuse Professional (SAP) during the rehabilitation process. In the case of a negative dilute urine sample result, the employee shall submit to one additional retest for confirmation.
8. Positive Test. The Department of Transportation standards shall be used to determine threshold limits for a positive drug and/or alcohol test.
9. Employee Testing Options. Employees who question the validity of the controlled substance test may request a retest of the 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 breathalyzer test for alcohol immediately should the initial test be positive.
10. Employee Consequences and Responsibilities. Federal rules prohibit an employee covered by this statute from refusing to submit to alcohol and controlled substance testing. A refusal, as defined in Federal regulations, to submit to such drug and alcohol testing shall be equivalent to testing positive. Employees who refuse to submit to such testing shall be subject to discipline up to and including termination. Employees selected and notified for testing must report to the collection site immediately: all of the employee's actions after notification must lead to an immediate specimen collection. In no event shall an employee be allowed to return to work without submitting to such testing.

An employee who has a verified positive drug or alcohol result will be placed on administrative leave pending the results of an evaluation by a Substance Abuse Professional (SAP). Such employee may be subject to discipline up to and including termination. An employee who 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 shall be subject to discipline up to and including termination. An employee must enter into a Return to Work Agreement whenever ~~he/she~~they have ~~has~~ a positive test result. The Return to Work Agreement is a statement of the circumstances by which the employee may maintain their 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.

Employees who test at .02 or greater alcohol concentration levels but less than .04 shall be ordered off the worksite and placed on administrative leave for at least the remainder of their shift. Such an employee may not perform safety sensitive functions until a negative return to duty breath alcohol test is obtained per FMCSA or FTA guidelines.

11. 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 biennially 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.
12. 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.

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