

AFSCME Package “What-If” Supposal – 05-23-23 – #1

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~~

ARTICLE 3:
CITY SECURITY

Section 3.1. The Union and its members, as individuals or as a group, guarantee they will not initiate, cause, permit, participate, or join in any strike, work stoppage or slowdowns, picketing or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their normal duties, will not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line unless personal safety is in immediate jeopardy. Disciplinary action, including discharge, may be taken by the City at any time against any employee or employees engaged in violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 3.2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will make every reasonable effort to secure an immediate and orderly return to work. The obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedures of this Agreement.

Section 3.3. The City agrees during the term of this contract that lockouts of employees shall not be instituted. Nothing in this provision shall be construed to guarantee employees a forty (40) hour 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 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.

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 eight (8) hour or ten (10) hour regularly scheduled shift or forty (40) hours within a workweek. For purposes of calculating overtime all paid time, including but not limited to, approved sick leave, holidays, 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 eighty hours (80) 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 **eighty (80) hours** of compensatory time has been accumulated will be paid in cash **with one exception.**

If an employee is at the 80 hour max cap for Compensation Time earned and is called to respond to an emergency the Employee shall be allowed to extend their comp bank to 100 hours. The employee must use the hours earned over 80 within 30 days from recording the time or will be paid in cash for all hours above 80. 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 callback without additional payment, so long as the multiple callback 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

b. The City and the Union agree that there will be a minimum of eight (8) hours rest between scheduled shifts.

c. When an Employee due to an emergency or a call-in works six (6) continuous hours or receives three (3) call outs that abut their next regularly scheduled regular shift the employee will be entitled to the following:

- Employee sent home with pay at their regular rate until they reach their minimum eight (8) hours rest between shifts.
- If emergency dictates employee must stay and continue working, the employee will be paid at time and one half overtime pay for all hours worked.
- All rest periods and meal breaks are considered paid time. In the event an employee cannot physically remove themselves from the work area for a meal break, the employee is entitled to add the half hour meal break as overtime on their hours-worked calculation.

Section 9.9. 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 9.10. Standby Duty. Standby duty is defined as an employee status of being ready and able to report to work and being available by phone or other electronic device during non-scheduled hours of work.

- 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 two (2) ~~one (1)~~ hour straight pay for each eight (8) ~~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. Standby will begin at the end of the regular shift on Friday and extend until the beginning of the shift on Monday (if there is a holiday, the beginning of the shift on Tuesday). 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. Standby duty will not be assigned more than one weekend every twenty-eight (28) days or four weeks. Employees will be compensated mileage based on the IRS Standard Mileage Rate.

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 9.11. 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 9.12. 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 9.13. Scheduling Compensatory Time Off. Requests for compensatory time off shall be approved or denied within ten (10) working days of being submitted. Cancellation of the pre-approved compensatory time off shall be limited to emergency situations not under the control of the City.

Section 9.14. Pay for Overnight Travel Time to Conduct City Business. When requiring an employee to attend an event to conduct City business (i.e., City-required training, professional conferences, and other events directly related to an employee's current position) which will require an overnight stay away from 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 12:
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 A-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 each year of this agreement. ~~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 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.

(Union Counter) ARTICLE 16:
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.

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, which ever closure day represents the greater compensation. The work schedules of employees normally scheduled to work both closure days will be made up sufficiently in advance to allow those employees to select any of the following options or combination of options to address the non-compensated closure day:

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

Section 16.5. Holidays Worked. An employee who works on either a holiday or a day observed in lieu of a holiday, a previously scheduled vacation, or scheduled floating holiday as provided in Section 16.2, will be compensated for all hours at two (2) times the employees regular rate of pay and be granted either the eight (8) hours pay or an alternate day off, and will receive regular holiday pay for working on a holiday 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 ~~(twelve) 12~~ twenty (20) hours leave time to be used as a floating holiday. The ~~(twelve) 12~~ twenty (20) 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.

~~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.~~

(Union Counter) ARTICLE 18:
WAGES

Section 18.1.

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

1. Effective June 16, 2023 all employees shall receive a cost of living adjustment of 5% of base wages.
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.
5. Beginning June 16, 2025, all employees shall receive a cost of living adjustment of 2% of base wages.
6. Beginning December 16, 2025 all employees shall receive a cost of living adjustment of 2% of base wages.
7. Beginning December 16, 2024, the wage appendix shall be adjusted by adding a Step 7 and there will be 3% increase between steps.
8. Beginning December 16, 2025, the wage appendix shall be adjusted by adding a Step 8 and there will be 3% increase between steps.

~~1. 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.~~

~~2. Beginning June 16, 2019, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~

~~3. Beginning June 16, 2020, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~

~~4. 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.~~

~~5. Beginning June 16, 2021, all employees shall receive a cost of living adjustment of 2.0% of base wages.~~

~~6. 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.

(Union Counter) 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 The City shall pay 100% of the single premium amounts for the plans as modified and specified in this Article (employee's own coverage) for all employees covered by this Article. For full-time 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:

Months of Service (Years of Employment)	Monthly Contribution Amount
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 \$68,000 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 [Department Director](#) prior to the employee taking the course, and the employee must receive a passing grade of “C” or above in the course to be eligible for reimbursement.
- d. An employee who receives educational reimbursement funds from the City for courses taken at the employee’s initiative under (b) above, must remain in the employ of the City for one (1) full year after the date of payment, or must repay the City for the full amount of the reimbursement received during 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.
- 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.
- d. 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.
- e. Employees who are on PLO leave shall not accrue sick leave or vacation.
- a.f. PLO and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law.

(CCL) ARTICLE 25:
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~~ 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.

(CCL) ARTICLE 27:
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 provided that the bumping employee possesses the necessary qualifications. In no case shall an employee be eligible to bump into a higher classification unless the position is vacant. An employee exercising the right to bump shall displace the least senior employee in the classification who is not clearly superior in qualifications, occupational skills, and abilities required for the position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary. Employees with less than one year's seniority shall have no bumping rights. 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 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 31:
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/she-they 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 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.