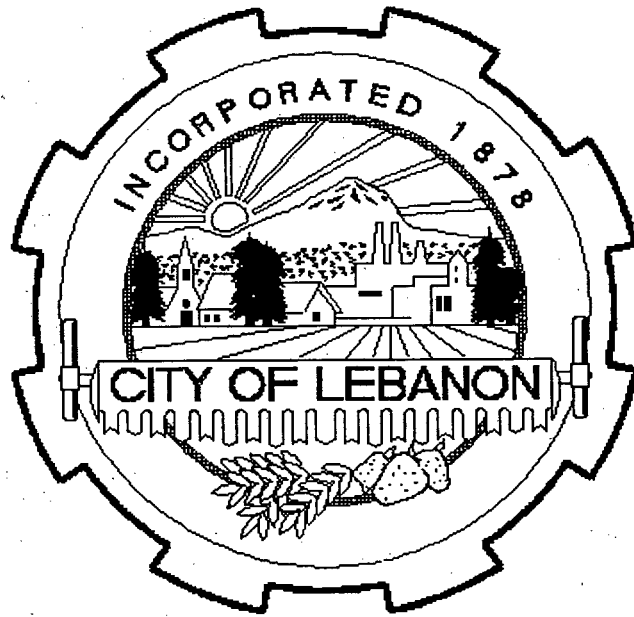


Council Agenda



December 13, 2000



CITY COUNCIL MEETING
December 13, 2000
7:30 p.m.

School District Board Room
485 S. 5th Street

A G E N D A

CALL TO ORDER/FLAG SALUTE

ROLL CALL

CITIZENS COMMENTS

INTRODUCTIONS

- 1) New Employees: Steve Bonnet, GIS Tech; Terry Lewis, Asst. Planner; & Michael Schmidt, Engineering Associate

APPROVAL OF MINUTES

- 2) MINUTES OF NOVEMBER 8, 2000 CITY COUNCIL MEETING

APPOINTMENTS

- 3) COUNCIL/COMMITTEE APPOINTMENTS
 - ▶ CITY COUNCIL WARD I APPOINTMENT - Stan Usinger
 - ▶ CIP COMMITTEE APPOINTMENTS - Mel Harrington, Ron Miller & Stan Usinger
 - ▶ BUDGET COMMITTEE APPOINTMENT - Floyd Fisher

PUBLIC HEARING

- 4) LIQUOR LICENSE CHANGE OF OWNERSHIP - Planet Pizza

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by MOTION

LEGISLATIVE SESSION

- 5) DIAL-A-BUS DRUG & ALCOHOL TESTING POLICY & PROCEDURES

Presented by: Mrs. Susan Tipton, Sr. & Disabled Services Program Manager

Approval/Denial by MOTION

6) **FRANCHISE AGREEMENT WITH NW NATURAL GAS**

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by ORDINANCE

7) **DECLARING SURPLUS PROPERTY**

Presented by: Mr. Jim Ruef, Director of Public Works

Approval/Denial by RESOLUTION

8) **YEAR 2000 ODOT FUND EXCHANGE AGREEMENT**

Presented by: Mr. Jim Ruef, Director of Public Works

Approval/Denial by MOTION

9) **AGREEMENT FOR ENTERPRISE ZONE EXTENDED ABATEMENT**

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by MOTION

Approval/Denial by RESOLUTION

10) **CITY ADMINISTRATOR'S REPORT**

Presented by: Mr. John Hitt, City Administrator

Discussion Only

EXECUTIVE SESSION

11) Per 192.660(1)(i) To review and evaluate, pursuant to standards, criteria & policy directives adopted by the Council; the employment related performance of the chief executive officer, a public officer, employee or staff member unless the person whose performance is being reviewed & evaluated requests an open hearing.

12) Per 192.660(1)(d) To conduct deliberations with persons designated by the Council to carry on labor negotiations.

LEGISLATIVE SESSION

ADJOURNMENT

AGENDA ITEM 1

New Employees Introductions:
Steve Bonnet, GIS Tech; Terry Lewis,
Asst. Planner; & Michael Schmidt, Eng. Associate

AGENDA ITEM 2

**MINUTES
LEBANON CITY COUNCIL
NOVEMBER 8, 2000**

MEMBERS PRESENT Mayor Scott Simpson; Councilors Floyd Fisher, Ron Miller, Roger Munk, Dan Thackaberry, Ken Toombs

STAFF PRESENT John Hitt, City Administrator; Tom McHill, City Attorney; Judy Hill, Finance Director; Mike Healy, Chief of Police; Jim Ruef, Director of Public Works

CALL TO ORDER / FLAG SALUTE / ROLL CALL

The regular meeting of the Lebanon City Council was called to order by Mayor Simpson at 7:30 P.M., November 8, 2000 in the Lebanon School District Board Room at 485 S. 5th Street. Roll Call was taken with five members present.

CITIZENS COMMENTS

There were none.

APPROVAL OF MINUTES

1. MINUTES OF THE OCTOBER 25, 2000 MEETING

Correction: Page 2, Addition to Agenda - 3rd line "Alternates" not alternatives

A motion was made by Councilor Toombs, seconded by Councilor Miller and passed unanimously that:

The Minutes of the October 25, 2000 meeting be approved as corrected.

APPOINTMENTS

2. APPOINTMENT OF CIP COMMITTEE MEMBER - Ella Garboden

Mayor Simpson announced that even after this appointment, there is still an opening on the CIP Committee. Mayor Simpson recommended Ella Garboden be appointed to fill one of the vacant positions.

A motion was made by Councilor Miller, seconded by Councilor Fisher and passed unanimously that:

Ella Garboden be appointed to the CIP Committee.

Addition to Agenda

Mayor Simpson invited Andrew Lindsey, 940 W. "D" Street, who has applied for the position of Councilor, Ward I, replacing Wayne Rieskamp, to introduce himself to the Councilors. City Attorney McHill introduced Natasha Zimmerman, Associate Attorney, in the firm of Morley, Thomas, McHill and Phillips LLC.

LEGISLATIVE SESSION

3. SANTIAM TRAVEL STATION AGREEMENT WITH THE CHAMBER

City Administrator Hitt announced that this item will not be discussed because the Chamber has decided to defer moving into the Santiam Travel Station until after all the improvements are completed which could take approximately a year.

ENTEK (Addition to Agenda)

City Administrator Hitt stated that an ENTEK subsidiary, Amtek Research has submitted a Precertification Application for a five year tax abatement for a capital equipment investment of \$3,369,488. This addition will create openings for eleven new employees. This will involve a cost of \$1,000 to \$1,200 to the City over a five year period.

A motion was made by Councilor Toombs, seconded by Councilor Munk and passed unanimously that:

The request from ENTEK for an Oregon Enterprise Zone Precertification Application for a five year tax abatement for a capital equipment investment of \$3,369,488 be approved.

4. APPROPRIATION RESOLUTION FOR POLICE GRANT

Finance Director Hill stated that Oregon Budget Law requires that when the City receives grants that have not been anticipated it is necessary to appropriate the grant in order to spend these funds of \$10,000. Chief of Police Healy explained that they would like to purchase ear receivers for the officers and two digital read back units for dispatch.

City Attorney McHill read the following Resolution by title:

A RESOLUTION APPROPRIATING GRANT FUNDS

A motion was made by Councilor Thackaberry, seconded by Councilor Miller and passed unanimously that:

The Resolution appropriating grant funds be adopted.

5. PROPOSED RATE INCREASE - Albany Lebanon Sanitation Co. (Bio-Med of Oregon)

City Administrator Hitt stated that due to environmental regulations and anticipated future cost

increases Albany-Lebanon Sanitation Co. is increasing the rates for their subcontractor Bio-Med of Oregon. The increase will take effect January 1, 2001. The increase will average about 32%; however this is the first increase in approximately four and one half years.

City Attorney McHill read the following Resolution by title:

**APPROVING AN INCREASE OF MEDICAL WASTE COLLECTION FOR ALBANY -
LEBANON SANITATION FEES FOR BIO-MED OF OREGON A SUBCONTRACTOR OF
ALBANY LEBANON SANITATION COMPANY**

A motion was made by Councilor Miller, seconded by Councilor Toombs and passed unanimously that:

The Resolution approving an increase of medical waste collection for Albany - Lebanon sanitation fees for Bio-Med of Oregon a subcontractor of Albany - Lebanon Sanitation Company be adopted.

OTHER MATTERS

6. CITY ADMINISTRATOR'S REPORT

A. Potential Fiscal Impact of November 2000 Election

City Administrator Hitt stated that all of the revenue measures were defeated with the exception of Measure 7, which will not have a direct revenue impact but an indirect impact. Any regulatory action that decreases the value of a property could potentially be applicable in reimbursing or compensating that property owner. Although all of the ramifications on this measure is known yet but Mr. Hitt stated more information will be obtained at the League of Oregon Cities Convention to be held later this week.

B. Westside Interceptor

City Administrator Hitt stated that the Public Works Department conducted a tour of the Westside Interceptor project last Friday which had been organized by the CIP Committee.

C. Transportation Plan Town Hall Meeting

City Administrator Hitt reported on the Transportation Plan Town Hall Meeting conducted by City Planner Doug Parker and City Engineer Jim Clark was attended by approximately 25 - 30 people. Some of the Councilors were present. Mr. Parker and Mr. Clark presented an outline of the City's proposed Transportation System Plan. Mr. Hitt remarked that there did not seem to be any concerns or reservations about the Plan voiced by those present.

D. City Administrator's Evaluation

City Administrator Hitt stated that on November 15, 2000 he will have been with the City for six months. The evaluation sheets of the City Administrator that each Councilor fills out will be

included in the Councilor's packets.

E. Miscellaneous Items

- ◆ City Hall will be closed Friday, November 10, in observance of Veteran's Day.
- ◆ The League of Oregon Cities Convention will be held November 10 - 12. City Administrator Hitt, Mayor Simpson and Councilor Toombs will attend. Mr. Hitt invited Andrew Lindsey to attend.
- ◆ The first meeting of the Citizen's Advisory Committee for the Urban Renewal District will be held Thursday, November 16 at 7:30 in the Conference Room above the Police Station.
- ◆ A response has been received from ODOT regarding Lebanon's proposed Downtown Beautification Plan written by Bob Cortright giving detailed comments, evaluation, suggested changes and improvements of the City's plan. Mr. Hitt stated he will forward this letter by E-mail to those Councilors who can be reached. Copies will be sent to those who do not have E-mail.

Additional Items

Director of Public Works Ruef reported the house purchased by the City at the corner of Mary Street and 5th Street is too old to be of interest to Habitat for Humanity so the Fire Department will use the demolition of the house as training. The goal is to have the demolition completed by Christmas.

Director of Public Works Ruef stated that the City has leased the building on the southeast corner of Main and Sherman Streets to house the Engineering Department. The lease is for one year at a cost of \$2,286 a month. It will serve eight employees. There were no objections from the Councilors for this move.

7. EXECUTIVE SESSION

At 8:00 P.M. Mayor Simpson announced that the Council would move into Executive Session as authorized under ORS 192.660(1)(e) *To conduct deliberations with persons designated by the Council to negotiate real property transactions.*

Mayor Simpson stated action would be taken following the Executive Session so the regular meeting of the Lebanon City Council would resume.

Mayor Simpson reconvened the regular meeting of the Lebanon City Council at 8:15 P.M.

RESOLUTION

City Attorney McHill read the following Resolution by title:

CITY OF LEBANON ACCEPTANCE OF GIFT OF REAL PROPERTY BY MID-VALLEY HEALTHCARE, INC.

A motion was made by Councilor Miller, seconded by Council Thackaberry and passed unanimously that:

The Resolution: City of Lebanon acceptance of gift of real property by Mid-Valley Healthcare, Inc. be adopted.

APPOINTMENT - COUNCILOR

A motion was made by Councilor Munk, seconded by Councilor Toombs and passed unanimously that:

Andrew Lindsey be appointed to fill the position of City Councilor for Ward I.

Mayor Simpson will call Mr. Lindsey to inform him of this appointment.

ADJOURNMENT

There being no further discussion or business, the meeting of the Lebanon City Council was adjourned at 8:20 P.M.

Recorded and transcribed by Dorothy Nicholson.

J. Scott Simpson, Mayor	<input type="checkbox"/>
Ron Miller, Council President	<input type="checkbox"/>

ATTEST:

John E. Hitt, City Recorder

AGENDA ITEM 3



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: December 8, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: CITY COUNCIL & COMMITTEE APPOINTMENTS

I anticipate that we can fill some, perhaps all, of our various vacancies at this meeting. If you have suggestions, or would yourself like to volunteer for a committee, please contact me, or the Mayor, as soon as possible.

Stan Usinger, a former Councilor, is interested in serving the vacant position from Ward I. Stan's Health has much improved and he feels ready to undertake the challenge.

We also have three council positions available for the CIP Committee. Stan Usinger, if appointed to City Council, Mel Harrington, and Ron Miller have been suggested.

Floyd Fisher has been suggested as a Budget Committee member to replace Judy Phillips.

The mayor may make additional appointments at the meeting.

JEH/lgk

AGENDA ITEM 4



CITY OF LEBANON

MEMORANDUM

TO: John Hitt, City Administrator

DATE: December 6, 2000

FROM: Michael Schulte, Police Lieutenant

SUBJECT: Liquor License Change of Ownership City License File

The following establishment is requesting that the Lebanon City Council recommend approval of their Restaurant establishment to the Oregon Liquor Control Commission:

Planet Pizza; 1765 Main Street; Lebanon, OR
Change of Ownership (from Marvin Zurcher to Daniel Hauck)

The Police Department does not possess any documented evidence to support the denial of this request.

AGENDA ITEM 5



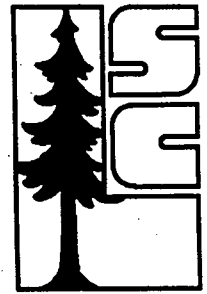
SENIOR AND DISABLED SERVICES

LEBANON SENIOR CENTER

585 PARK STREET

LEBANON, OREGON 97355

(541) 451-7481 Fax (541) 258-7386



Thursday, December 07, 2000

To: John Hitt and City Council

From: Susan Tipton 

Re: Drug and Alcohol Revision

The Drug and Alcohol policy for the Dial-a-Bus is being submitted for the approval of updates, additions and minor revisions. Our policy as written originally was correct, but did not address all of the necessary regulations and conditions in the FTA regulations in 49 CFR part 653 and 654. In addition FTA recommends periodic revisions in these policies to keep them in compliance.

EXHIBIT "A"

CITY OF LEBANON DIAL-A-BUS

Drug and Alcohol Testing Policy and Procedures

INTRODUCTION

City of Lebanon is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. Employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Alcohol and Drug problems cost years of quality life. Moreover, they cost money. For example, alcohol and other drug problems cost each man, woman and child in America \$800 a year, or nearly \$200 billion dollars. If alcohol were never used carelessly in our society, about 1,000 fewer people would die annually from unnecessary illness and injury. The cost of substance abuse in the workplace has been estimated at over \$100 billion dollars annually for American companies. Employees who abuse drugs or alcohol use three times as much sick time, have two times as many accidents, and three times as many vehicular accidents as those who do not.

It is not only the cost. The emotional impact of losing a friend, family member or co-worker to drugs or alcohol is even greater. Nearly seven out of ten manslaughter offenses occur after a person has been drinking or using other drugs.

Each of us reacts differently to drugs or alcohol, but one thing is clear – these substances affect our judgment and our ability to perform. The danger of abusing these substances becomes especially clear when you add a motor vehicle.

HISTORY

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad and mass transit industries. The Department of Transportation published mandating anti-drug and alcohol misuse prevention programs in February 1999. The rules required implementation on January 1, 1996.

PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. The policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has published 49 CFR Part 653 and Part 654, as amended, that mandate drug testing and alcohol testing for safety-sensitive positions and prohibit performance of safety-sensitive functions when there is a positive test result. DOT has also published 49 CFR Part 40, as amended, that sets standards for drug and alcohol testing that is required under federal regulations. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988", which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates these requirements for employees in safety-sensitive positions and others when so noted.

The objectives of this policy are to formalize the standards and policy of City of Lebanon Dial-a-Bus Program concerning the use of alcohol, controlled substances and medication affecting the work environment; to establish and "anti-drug program"; to provide a drug-free workplace; and to conform the standards and policies of the City to requirements of law.

APPLICABILITY

This policy applies to all transit system employees, including paid part-time employees and to all volunteers, contract employees and contractors when they are on transit property or when performing any transit-related safety-sensitive function. This policy also applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees will not be permitted to conduct transit business if found to be in violation of this policy.

For purposes of this policy, a safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), controlling dispatch or movement of a revenue vehicle, maintaining a revenue service vehicle or equipment used in revenue service, carrying a firearm for security purposes, or operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License. A list of transit system positions involving the regular performance of safety-sensitive functions is listed in attachment "A" of this policy.

If you are an employee covered by these requirements, you should familiarize yourself with the provisions of this policy because compliance with this policy is a condition of your employment. All employees shall refer any questions regarding his/her rights and obligations under this policy to the Finance Director. The person holding this position is listed on attachment "A" of this policy.

Employees covered by this policy have been provided a copy of these provisions and by your signature, you are verifying that you have read and understand the policy.

Employees are still required to comply with all other City of Lebanon policies when not performing a safety-sensitive function under the DOT/FTA regulations.

The following conduct is prohibited by rule of the City of Lebanon and may result in discipline, up to and including termination. All employees are prohibited from using drugs and alcohol while on duty or during working hours.

PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

Illegal drugs or Controlled Substances

Any illegal drug or controlled substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 US. C. 812), and further defined by 21 CFR 130 & 11 through 1308.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration of the U.S. Food and Drug Administration. The use and ingestion of illegal drugs is prohibited at all times. Employees can be tested for drugs at any time while on duty.

Abused or Illegally Obtained Legal Drugs

Legal drugs or legally prescribed drugs that are misused or abused, and illegally obtained prescription drugs.

Alcohol

Beverages or any other substance including medication, mouthwash, or food containing alcohol.

PROHIBITED CONDUCT

Manufacture. Trafficking. Possession or Use of Prohibited Substances

No employee shall report for duty, remain on duty, or perform safety sensitive functions if the employee is under the influence of or tests positive to a controlled substance test. Transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing & possession, or use of prohibited substances on transit authority premises, in transit vehicles, in uniform, or while on transit authority business. As a condition of employment, employees must abide by this provision. The misuse or abuse of legal drugs or legally prescribed drugs, the use of illegally obtained prescription drugs, and the use of any substance containing alcohol on transit authority premises, in transit vehicles, in uniform, or while on transit authority business is also prohibited.

Federal Transit Rules forbid the following:

ALCOHOL:

- 1) No employee shall report for duty or remain on duty requiring performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater (EBT);
- 2) No employee shall possess alcohol while on duty or while operating a revenue service vehicle;
- 3) No employee shall perform a safety-sensitive function within four (4) hours of using alcohol;
- 4) No on-call employee shall use alcohol for the specified on-call hours;
- 5) No employee shall use alcohol for eight (8) hours following an accident or until the employee takes a post-accident test, whichever comes first.

CONTROLLED SUBSTANCES:

No employee shall report for duty, remain on duty, or perform a safety-sensitive function, if the employee is under the influence of or tests positive to a controlled substance test. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel; and medical advice must be sought by the employee, as appropriate, before performing work-related duties.

A legally prescribed drug means that the individual has a prescription or written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization.

Any employee refusing to submit to alcohol and/or controlled substance testing required by this policy will be treated in the same manner as an employee who tests 0.04 or greater on an alcohol test or tests positive to a controlled substance test.

Any employee found in violation of these provisions will be immediately removed from duty, informed of educational, treatment, and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for evaluation. Additionally, the employee will be subject to disciplinary action up to and including termination.

Any employee who is reasonably suspected of engaging in prohibited conduct under this policy shall be suspended from job duties pending an investigation. Employees found to have a verified positive drug or alcohol test under this policy or to have otherwise engaged in any prohibited conduct under this shall be immediately removed from duty, referred to SAP for evaluation, and be subject to disciplinary action, up to and including termination. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Additionally, law enforcement officials shall be notified, as appropriate, where criminal activity is suspected.

RESULTS OF TESTING POSITIVE TO CONCENTRATION OF ALCOHOL OF 0.02 THROUGH 0.039:

An employee performing a safety-sensitive function with an alcohol concentration of 0.02 but less than 0.04 is prevented from performing duties under the alcohol rules. An employee is prohibited from performing a safety-sensitive function until the employee's alcohol concentration measures less than 0.02 or the start of the employee's next regularly scheduled duty period.

COMPLIANCE WITH TESTING REQUIREMENTS:

All employees will be subject to drug and alcohol testing as described in this policy. A refusal to take a test required by this policy will be considered a verified positive test result. Refusal to take a test can include an inability to provide sufficient urine specimen or breath sample without a valid medical explanation or conduct that clearly obstructs the testing process, such as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. Any employee who refuses to comply with a request for testing under this policy shall be immediately removed from duty, subject to evaluation by a SAP, and subject to discipline up to and including termination.

Any employee who is suspected of providing false information in connection with a drug and alcohol test or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of these actions will result in the employee's removal from duty and discipline of the employee up to and including termination.

NOTIFYING THE TRANSIT SYSTEM OF CRIMINAL DRUG CONVICTION

All employees are required to notify the transit system in writing of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

PROPER APPLICATION OF THIS POLICY

Supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

ALCOHOL AND DRUG TESTS REQUIRED ON COVERED EMPLOYEES

1) Pre-Employment Testing:

An applicant for a job to perform a safety-sensitive function must be tested for controlled substances prior to being hired and must receive a verified negative result. The City may not transfer an employee from a non safety-sensitive function to a safety-sensitive function until the employee takes a drug test with a verified negative result.

2) Post-Accident Testing:

Post-accident drug and alcohol tests will be performed on all on duty covered employees on board the vehicle at the time of a fatal accident. Any other covered employees whose performance could have contributed to the fatal accident will also be tested.

In non-fatal accidents where bodily injury requiring immediate medical attention away from the scene of the accident occurs or disabling damage to a vehicle requires towing, operators or any covered employee who could have contributed to the accident will be tested for drugs and alcohol.

An alcohol test must be performed with two (2) hours of the accident with no test being administered after eight (8) hours following the accident. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident. If no alcohol and/or drug testing is administered under the defined time limits, the City shall stop attempting to administer such testing. If no test is conducted, the City must record the incident, why testing was not administered, and maintain this information on file.

An employee shall remain available for post-accident testing. If the employee is unavailable for the necessary testing, the employee shall be treated as though he/she refused to test.

3) Random Testing:

A covered employee will be randomly selected to conduct alcohol and/or drug testing. Each employee shall have an equal chance of being tested each time a selection is made. An employee may be tested more often than once a year, while another employee may not be tested. The employee selection depends on the random selection of the individual.

The City is required to test 10% of the total covered employees to random alcohol testing per year. A random alcohol test shall be administered before a safety-sensitive activity, while the employee is performing a safety-sensitive activity, or immediately after an employee has stopped performing a safety-sensitive function. The rules do provide for possible adjustments to the annual random alcohol testing rates based upon the violations found in the industry.

The City is required to test 50% of the total covered employees to random drug testing per year.

If an employee is randomly selected for a drug and/or alcohol test, the supervisor will ensure the employee's duties are covered and allow the employee adequate time for testing procedures. The employee shall receive an unannounced written notification (the actual day of testing) of a random test and shall immediately report to the lab for testing.

4) Reasonable Suspicion Testing:

If a supervisor has a reasonable suspicion an employee is under the influence of alcohol or a controlled substance, the supervisor must request the necessary testing (alcohol/controlled substance) or the employee. The covered employee is then required to submit to the testing.

The City shall require an employee to submit to an alcohol test when the supervisor has reasonable suspicion to believe that the employee has violated this rule. The employer's determination is based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employees. Observations must be made during, just preceding, or just after the period of the workday that the covered employee is required to be in compliance with the rules. The necessary alcohol testing will be conducted within two (2) hours after the observation has occurred. No testing may be performed after eight (8) hours following the observation.

The City shall require an employee to submit to a controlled substance test when the supervisor believes the employee has violated this rule. The observations include the employee's appearance, behavior, speech or body odors. The observations must have just occurred prior to, or during the employee's performance of a safety-sensitive function. The required observations must be made by a trained supervisor.

Examples of reasonable suspicion include, but are not limited to the following:

- 1) Physical signs and symptoms consistent with prohibited substance use or alcohol misuse.
- 2) Evidence of the manufacture, distribution, dispensing, possession, or use of prohibited substances, including alcohol.

- 3) Occurrence of a serious or potentially serious accident that may have been caused by prohibited substance or alcohol misuse.
- 4) Fights, assaults, and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance use or alcohol misuse.

If there is reasonable suspicion of alcohol or a controlled substance use by an employee covered by this policy, the employee shall not remain on-duty performing a safety-sensitive function. The City shall not permit the employee (where reasonable suspicion of alcohol use) to perform the safety-sensitive functions of his/her job until the employee's alcohol concentration level is below 0.02 or the start of the next regularly scheduled duty, but not less than eight (8) hours following the determination of reasonable suspicion. The City shall not permit the employee (where reasonable suspicion of controlled substance use) to perform the safety-sensitive functions of his/her job until the employee tests negative to a controlled substance test.

Supervisors shall be trained on observation techniques in accordance with 653.29(b)(2) and 654.73.

5) **Return to Duty:**

FTA mandates testing requirements for employers who grant "second chances". Return to duty test may be for both drug and alcohol; test must be for whichever substance the employee previously tested positive.

Following a verified positive drug test, an alcohol result of 0.04 or greater, a refusal to submit to a test, or any other violation of the regulations, the safety-sensitive employee must pass a return to duty test, be evaluated by a SAP, and provide assurance that the employee is presently free of alcohol and/or prohibited drugs and is able to return to work.

The return to duty tests are dependent on the assessments of the SAP and determination that the employee followed the recommended actions. The return to duty procedures reflect that the safety-sensitive employee must have a verified negative drug test or an alcohol test result of less than 0.02. If the tests are incomplete or cancelled, the employer must require the employee to submit and pass another test.

6) **Follow-up Testing:**

The minimum requirements for follow-up testing must be met. After returning to duty, the employee is subject to unannounced follow-up testing for a minimum of twelve (12) months, but not more than sixty (60) months. A minimum of six (6) tests is required within the first twelve (12) months. The duration and frequency of the follow-up tests must be established by the SAP. This is non-negotiable. The SAP recommended schedule for follow-up testing must be followed. Employees that are subject to follow-up testing are also included in the random testing pool and tested whenever their name comes up for random testing.

PROCEDURE USED FOR DETECTION OF DRUGS AND ALCOHOL

Specific requirements are placed on the collection, chain of custody, confidentiality and record retention of this process. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended.

ALCOHOL TESTING:

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight (8) hours unless a retest results in a concentration measure of less than 0.02.

The rules provide that any time spent away from the actual duties as a result of going in to take a drug and alcohol test at the direction of the employer is considered "on-duty" time for purposes of hours worked. Time missed due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to transit system disciplinary procedures. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for employees in safety-sensitive positions.

ALCOHOL TESTING:

A screening test shall be conducted first. If the result of an alcohol screening test level is less than 0.02, the test is considered a negative test. If the result of an alcohol screening test level is more than 0.02, a second "confirmation" test will be conducted not less than 15 minutes nor more than 30 minutes after the screening test.

Any employee who has a confirmed positive drug or alcohol test will be immediately removed from his/her position, informed of educational, treatment, and rehabilitation programs available, and referred to a SAP for assessment. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

The transit system affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

DRUG TESTING:

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the transit system reserves the right to test for additional drugs using standard laboratory testing protocols.

The following is the testing procedure to comply with the regulations. The analysis must be performed by a certified laboratory and monitored by the DHHS.

- 1) The urine specimen is split into two (2) bottles labeled "primary" and "split" specimen. Both of these bottles will be sent to the lab;
- 2) If the "primary" specimen tests positive for the presence of an illegal, controlled substance (marijuana, cocaine, opiates, amphetamines and phencyclidine), the employee has seventy-two (72) hours to request that the split specimen (confirmation) be analyzed by a different certified lab;
- 3) If the test is positive for one or more of the drugs listed above, the confirmation test will be conducted using a gas chromatography/mass spectrometry analysis;

- 4) All drug test results will be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employee and then to the City;
- 5) With all positive drug tests, the Medical Review Officer (MRO) will first contact the employee to determine if there is an alternative medical explanation for the positive test results. If documentation is provided and the MRO determines there was a legitimate medical use for the prohibited drug, the test results to the City as "negative".

REFUSAL TO SUBMIT TO ALCOHOL AND/OR DRUG TESTING:

An employee who refuses to submit to the mandatory testing procedures required by law will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positive on a controlled substance test. The employee will immediately be removed from his/her safety-sensitive duties and forfeit continued employment.

Refusal to submit to an alcohol or controlled substance test as required by this Policy includes, but is not limited to:

- 1) Refusal to provide a urine sample for a drug test;
- 2) Inability to provide a urine sample without a valid medical explanation;
- 3) Refusal to complete and sign the breath alcohol testing form or any other non-cooperation with the testing procedure in a way to prevent the completion of the test;
- 4) Inability to provide breath or an adequate amount of breath without a valid medical explanation;
- 5) Tampering or attempting to tamper with any part of the collection procedure;
- 6) Failure to report to the collection site in time allotted by the individual administering the test;
- 7) Leaving the scene of an accident without a valid reason and not remaining readily available for testing.
- 8) Failure to sign DOT required testing forms for urine collection.

REFERRAL, EVALUATION AND CONSEQUENCES FOR POSITIVE TESTING OF ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING

A positive result from a drug or alcohol test will result in immediate discharge. This is a City policy, not FTA mandated.

Employees who voluntarily admit a problem and request assistance with a drug or alcohol rehabilitation program prior to a positive test may be granted any necessary leave of absence to participate in such a program. Such leave of absence will be available to an employee only one time during employment with the City. Participation in the program will be at the employee's cost. The employee may return to work upon successful completion of the program as determined by the SAP, and after passing a drug/alcohol test under this policy. The employee must agree to submit to additional, unannounced testing at the discretion of the SAP for a period of up to sixty (60) months after the employee has returned to work. A minimum of six tests must be completed during the first twelve (12) months after return to duty.

An employee who receives a verified positive drug or alcohol test or refuses to be tested will be removed immediately from the safety-sensitive function, given the name and telephone number of a SAP (see attachment

"A"), shall be given educational material and shall be evaluated by a SAP who shall determine whether the covered employee is in need of assistance.

Referral to a Substance Abuse Program may be given, however, evaluation and rehabilitation do not apply to pre-employment applicants who refuse to test, or receive a verified positive controlled substance test.

Though not required by law, the City shall cover up to \$300.00 in out of pocket direct medical and mental health expenses not covered by the Employee Assistance Program health insurance programs for employees who voluntarily seek treatment before any random or other testing is required by the City. Such self-identification cannot be used by an individual after he/she has been informed of his/her selection for alcohol or drug testing required by this policy or of other policy violations.

REPORTING ALCOHOL OR DRUG RELATED CHARGES

Any employee who is charged with driving under the influence, driving while intoxicated, or violating any other law pertaining to alcohol or controlled substances shall notify the City of the pending charge not later than five (5) days after the charge. This policy is Company policy and not mandated by the DOT.

TRAINING FOR EMPLOYEES

Supervisors will be trained to observe reasonable suspicion determinations for alcohol and controlled substance use by attending at least one hour (60 minutes) of training on alcohol misuse and at least one hour (60 minutes) of training on controlled substances. Training shall cover physical, behavioral, speech, and performance indicators resulting from alcohol and/or controlled substance use.

The covered employee shall receive educational materials outlining the drug and alcohol requirements and the City's policies and procedures to comply with these regulations. The employee may direct questions to the Transportation Program Manager, Susan Tipton, regarding the materials; safety-sensitive functions and prohibited employee conduct; circumstances under which drug and alcohol testing will be conducted; testing procedures; consequences for failure or refusal to take a test; and information on the effects of drug and alcohol use in an employee's life.

ATTACHMENT "A"

Finance Director: Judy Hill, (541) 451-7477

Lebanon Transportation Program Manager: Susan Tipton, (541) 451-7444

Safety Sensitive Positions: Driver
Substitute Driver

Medical Resource Officer: Dr. William Barrish

Substance Abuse Professional (SAP): Gary Barnes, MSW, LCSW
Employee Assistance Program, through PeaceHealth,
Corvallis, Oregon
(541) 754-8004 or (800) 922-7009

Third Party Administrator: Samaritan Health Services

Software Program for Random Selection SAFTA by Compliance Software

CERTIFICATE OF RECEIPT

I, _____, certify that I have received the Drug and Alcohol
(Print Name)

Testing Policy and Procedures that explain the requirements of the U.S. Department of Transportation Federal

Transit Administration Drug and Alcohol Rules and Regulation 49 CFR parts 653 and 654.

(Employee's Signature)

(Date)

AGENDA ITEM 6



CITY OF LEBANON
MEMORANDUM

TO: John Hitt, City Administrator

DATE: November 7, 2000

FROM: Jim Clark, City Engineer *Jim Clark*

SUBJECT: Northwest Natural (Gas) Franchise Agreement

After talking with Judy Hill, I understand you are taking the lead in updating this franchise agreement. I have attached Engineering's comments on the attached draft agreement. This agreement is a pending agenda item for the December 13th Council meeting.

A brief explanation of our comments is in order. Proposed new text are also shown in colored font - blue as proposed by Northwest Natural and red as initially proposed by Engineering. Rob Emmons has the digital file if you need it.

My comments on all of the above are shown in red handwriting.

Please let me know if you have any questions.

C: Jim Ruef, Director of Public Works
Rob Emmons, Senior Engineer

A BILL FOR AN ORDINANCE GRANTING A)
NON-EXCLUSIVE GAS UTILITY FRANCHISE)
TO NORTHWEST NATURAL COMPANY AND)
FIXING TERMS, CONDITIONS, AND)
COMPENSATION OF SUCH FRANCHISE.)

ORDINANCE BILL NO. _____

For 2000

ORDINANCE NO. _____

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1: Definitions and Explanations

- (1) As used in this ordinance.
 - (a) "Bridge" includes a structure erected within the City to facilitate the crossing of a river, stream, ditch, ravine or other place, but does not include a culvert.
 - (b) "City" means the City of Lebanon and the area within its boundaries, including as extended in the future.
 - (c) "Council" means the legislative body of the City.
 - (d) "Grantee" means the corporate referred to in Section 2 of this ordinance.
 - (e) "Gas mains" includes all gas transmission and distribution facilities located on or under any street, bridge or public place within the City.
 - (f) "Person" includes an individual, corporation, association, firm, partnership and joint stock company.
 - (g) "Public place" includes any city-owned park, place or grounds within the City that is open to the public but does not include a street or bridge.
 - (h) "Street" includes a street, alley, avenue, road, boulevard, thoroughfare or public highway within the City, but does not include a bridge.
- (2) As used in this ordinance, the singular number may include the plural and the plural number may include the singular.
- (3) Unless otherwise specified in this ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

Section 2: Rights Granted

Subject to the conditions and reservations contained in this ordinance, the City hereby grants to **NORTHWEST NATURAL**, a corporation, the right, privilege and franchise to:

- (1) Construct, maintain and operate a gas utility system within the City.
- (2) Install, maintain and operate on and under the streets and bridges and public places of the City, facilities for the transmission and distribution of gas to the City and its inhabitants and to other customers and territory beyond the limits of the City; and
- (3) Transmit, distribute and sell gas.

Section 3: Use of Streets, Bridges and Public Places by Grantee

- (1) Before the Grantee may use or occupy any street, bridge or public place, the Grantee shall first obtain permission from the City so to do and shall comply with any special conditions the City desires to impose on such use or occupation.
- (2) The compensation paid by the Grantee for this franchise includes all compensation for the use of streets, bridges and public places located within the City as authorized.

Section 4: Duration

This franchise is granted for a period of 10 years from and after the effective date of this ordinance.

Section 5: Franchise Not Exclusive

This franchise is not exclusive, and shall not be construed as a limitation on the City in:

- (1) Granting rights, privileges and authority to other persons similar to or different from those granted by this ordinance.
- (2) Constructing, installing, maintaining or operation any City-owned public utility.

Section 6: Public Works and Improvements Not Affected by Franchise

The City reserves the right to:

- (1) Construct , install, maintain and operate any public improvement, work or facility;
- (2) Do any work that the City may find desirable on, over or under any street, bridge or public place.
- (3) Vacate, alter or close any street, bridge, or public place, provided that the City shall make available to Grantee existing rights-of-way for the location of its facilities.
- (4) Whenever the City shall excavate or perform any work in any of the present and future streets, alleys and public places of the City, or shall contract, or issue permits, for such excavation or work where such excavation or work may disturb Grantee's gas mains, pipes and appurtenances, the City shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect such gas mains, pipes and appurtenances from damage and possible inconvenience or injury to the public. In any such case, the Grantee, upon request, shall furnish maps or drawings to the City or contractors, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.
- (5) Whenever the City shall vacate any street or public place for the convenience or benefit of any person or governmental agency or instrumentality, Grantee's rights under this franchise shall be preserved as to any of its facilities then existing in such street or public place.

Section 7: Continuous Service

The Grantee shall maintain and operate an adequate system for the distribution of gas in the City. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the standards adopted by state authorities and to standards of the City which are not in conflict with those adopted by the state authorities. Under no circumstances shall the Grantee be liable for an interruption or failure of service caused by act of God, unavoidable accident or other circumstances beyond the control of the Grantee through no fault of its own.

Section 8: Safety Standards and Work Specification

- (1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.
- (2) For the purpose of carrying out the provisions of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

Section 9: Control of Construction

The Grantee shall file with the City, maps showing the location of any construction, extension or relocation of its gas mains in the streets of the City and shall obtain from the City approval of the location and plans prior to commencement of the work. The City will require the Grantee to obtain a right-of-way permit and pay applicable fees before commencing the construction, extension or relocation of any of its gas mains.

Section 10: Street Excavations and Restorations

- (1) Subject to the provisions of this ordinance, the Grantee may make necessary excavations for the purpose of constructing, installing, maintaining and operating its facilities. Except in emergencies, and in the performance of routine service connections and ordinary maintenance on private property, prior to making an excavation in the traveled portion of any street, bridge or public place, and, when required by the City, in any untraveled portion of any street, bridge, or any public place, the Grantee shall obtain from the City a permit for the proposed excavation and its location. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or maintenance work and as soon as is practicable after the commencement of work performed under emergency conditions.

- (2) Except as provided in subsection (3) of this section, when any excavation is made by the Grantee, the Grantee shall promptly restore the affected portion of the street, bridge or public place to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If the City requests that the removal or relocation shall be completed within a reasonable specified time period, Grantee shall complete the removal or relocation within said time period or shall indemnify the City for any costs arising from Grantee's failure to do so. Grantee shall be responsible for any defect or inadequacy which may develop in such restorations and shall within sixty (60) days after receiving notice from the City of the existence of a defect or inadequacy, make corrections thereto in a manner satisfactory to the City. If the City determines that the defect or inadequacy presents a danger or serious inconvenience to the public or the defect or inadequacy causes or threatens to cause damage to adjacent pavement, utilities, structures, or other improvements, the City may require that the repairs be made or that acceptable temporary measures be taken within 24 working hours of the time of the request. In the event that Grantee fails to make restoration to the affected portion of the street, bridge, or public place to the satisfaction of the City, the City may make the restoration, and cost thereof shall be paid by the Grantee.

Section 11: Location and Relocation of Facilities

- (1) All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the City and the public of the streets, bridges and public places and in accordance with any specifications adopted by the City governing the location of facilities.**

- (2) The City may require, in the public interest, the removal or relocation of facilities maintained by the Grantee in the streets of the City, and the Grantee shall remove and relocate such facilities within a reasonable time after receiving notice so to do from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee, but when such removal or relocation is required for the convenience or benefit of any person, governmental agency or instrumentality other than the City, Grantee shall be entitled to reimbursement for the reasonable cost thereof from such person, agency or instrumentality. The City shall provide the Grantee with timely notice of any anticipated requirement to remove or relocate its facilities.**

Section 12: Compensation

- (1) As compensation for the franchise granted by this ordinance, the grantee shall pay to the City an amount equal to five and 94/100 percent (5.94%) of the gross revenue collected by the Grantee from its customers for gas consumed within the City. Gross revenue shall be computed by deducting from the total billings of the Grantee the total net writeoff of uncollectible accounts, revenues derived from the sale or transportation of gas supplied under an interruptible tariff schedule applying to gas supplied for industrial purposes, revenues paid directly by the United States of America or any of its agencies, and sales of gas at wholesale by the Grantee to any public utility or public agency where the public utility or public agency purchasing such gas is not the ultimate consumer. Compensation herein may be subject to annual renegotiations as or before the anniversary date of the term of the franchise granted, and provided the grantee to notified, in writing, at least thirty (30) days prior to the anniversary date.**

- (2) The compensation required by this section shall be paid on or before the 10th day of the month next succeeding the end of the quarter.**

- (3) The Grantee shall furnish to the City with each payment of compensation, required by this section, a statement, under oath, executed by an officer of grantee showing the amount of gross revenues of the Grantee within the City for the period covered by the payment computed on the basis set out in subsection (1) of this section. The compensation for the period covered by the statement shall be computed on the basis of the gross revenue so reported. If the Grantee fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Grantee within fifteen (15) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise, shall be offset against the next payment due from the Grantee.**

- (4) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

Section 13: Books of Account and Reports

The Grantee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under section 12 of this ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time. The Council may require periodic reports from the Grantee relating to its operations and revenues within the City.

Section 14: Collection Facilities

The Grantee shall maintain a location in the City where its customers may pay their bills for gas service during normal business hours.

Section 15: Supplying Maps Upon Request

The Grantee shall maintain on file, at an office in Oregon, maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Grantee shall furnish to the City, without charge and on a current basis, maps showing the location of the gas mains of the Grantee in the City.

Section 16: Indemnification

The Grantee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost and expense arising from damage to property and/or injury to, or death of, persons due to any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise hereby granted.

Section 17: Assignment of Franchise

This franchise shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Grantee.

Section 18: Termination of Franchise for Cause

Upon the willful failure of the Grantee, after sixty (60) days notice and demand in writing, to perform promptly and completely each and every term, condition or obligation imposed upon it under or pursuant to this ordinance, the City may terminate this franchise, subject to Grantee's right to a court review of the reasonableness of such action.

Section 19: Remedies Not Exclusive, When Requirement Waived

All remedies and penalties under this ordinance, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself

Section 20: Acceptance

The Grantee shall, within thirty (30) days from the date this ordinance takes effect, file with the City its written unconditional acceptance of this franchise, and if the Grantee fails so to do, this ordinance shall be void.

Passed by the Council of the City of Lebanon by a vote of _____ for and _____ against, and approved by the Mayor this _____ day of December, 2000.

Mayor

ATTEST:

Recorder

AGENDA ITEM 7



**CITY OF LEBANON
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Jim Ruef, Public Works Director

DATE: December 5, 2000

FROM: Rodney W. Sell, Maintenance Div. Mgr. A.I.C. 

SUBJECT: Surplus property declaration

In 1999 we purchased a 2000 Ford flatbed truck to replace the 1980 GMC flatbed formally numbered S-5. This vehicle has provided many years of service starting as a five yard dump truck in 1980. In 1996 it was converted to a flatbed truck by removing the dump box and installing the flat bed from an older vehicle that was retired. The original cab and chassis from which the bed was removed, and the five yard dump box were then sold at auction. The odometer records the mileage at 43,576 and estimated value of this vehicle is \$4500. The mileage does not reflect the higher than normal amount of running hours this vehicle sustained.

I recommend we ask the City Council to declare the 1980 GMC flatbed truck surplus. I have contacted Ken Ray with the Lebanon School District to see if they are interested in the vehicle. I expect a call from him soon to confirm their interest. Our other option is to dispose of this vehicle through the State of Oregon surplus property program.

A RESOLUTION AUTHORIZING
THE SALE OF DISPOSAL OF
CITY OWNED PERSONAL PROPERTY

)
)
)

RESOLUTION NO _____
FOR 2000

WHEREAS, this document herein at this point, lists personal property owned by the City of Lebanon for public purpose; and

WHEREAS, the City of Lebanon wishes to sell such items or otherwise dispose of the items listed below and

WHEREAS, such action is deemed to be reasonable and in the public interest of the City of Lebanon;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

The following item listed below, is hereby declared surplus personal property which has ceased to be used by the public of the City of Lebanon, and the City Administrator, or his designee, is hereby authorized and directed to sell such item and City Administrator, or his designee, is authorized to dispose of such item as the City Administrator deems reasonable and in the best interest of the City of Lebanon.

1980 GMC 2 ½ Ton Flatbed dump known as S-5, VIN #17DEAV612246

Passed by the Council of the City of Lebanon by a vote of ___ for and ___ against, and approved by the Mayor this ___ day of _____, 2000

ATTEST:

J. Scott Simpson []
Ron, Miller []

John E. Hitt, City Recorder

AGENDA ITEM 8



CITY OF LEBANON
PUBLIC WORKS DEPT. - CAPITAL IMPROVEMENT
PROJECTS

MEMORANDUM

TO: Jim Ruef, Director of Public Works

DATE: December 5, 2000

FROM: Allen Dannen, Senior Engineer ASD

SUBJECT: Approval of STP Fund Exchange for Street Preservation Program

This is a request for a City Council motion authorizing the Mayor and City Administrator to sign the 2000 STP Fund Exchange Agreement for the overlay of city streets as part of Lebanon's Street Preservation Program.

BACKGROUND INFORMATION

The Street Preservation Program is identified in the Capital Improvement Program and is funded in the budget by the Street Capital Improvement Projects Fund. Federal funds are available through the Surface Transportation Program to augment city funding for street overlays in 2001. The Fund Exchange Program allows cities to exchange restricted federal funds for state transportation funds at a rate of \$94 from the state for every \$100 of federal funds available. The 2000 Fund Exchange Agreement would provide \$65,343 for the 2001 Street Preservation Projects.

RECOMMENDATION

I recommend a motion authorizing the Mayor and City Administrator to sign the two attached originals of the 2000 Fund Exchange Agreement with the Oregon Department of Transportation.



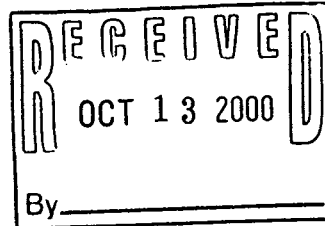
Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Region 2
455 Airport Rd. SE, Bldg B
Salem OR 97301-5395
(503) 986-2600
FAX (503) 986-2630

October 12, 2000



FILE CODE:

Alan Dannon
Capitol Projects
925 Main Street
Lebanon, OR 97355-3200

SUBJECT: 2000 Fund Exchange
City of Lebanon
Agreement No. 18,661

Dear Mr. Dannon,

Enclosed are two copies of the agreement covering the 2001 Lebanon City Street Preservation Overlay Program.

Please review the agreements and, if satisfactory, have the appropriate City personnel sign both copies. Return them to me at 455 Airport Road SE, Building B, Salem, Oregon, 97301-5395. When all the signatures have been obtained, a fully executed copy will be sent to you.

If you have any questions, please feel free to call me at (503) 986-5764. Thank you.

Sincerely,

Holly Stucker
Assistant Programs Coordinator

Enclosures

cc: Kevin Boyle
Region 2 Federal Aid Specialist



October 11, 2000

Misc. Contracts and Agreements
No. 18,661

2000 FUND EXCHANGE AGREEMENT

City of Lebanon 2001 Lebanon City Street Preservation Overlay Program

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and the CITY OF LEBANON acting by and through its elected officials, hereinafter referred to as "Agency".

RECITALS

1. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part I of the Project Prospectus outlining the schedule and costs associated with all phases of the 2001 Lebanon City Street Preservation Overlay Program, hereinafter referred to as "Project".
2. To assist in funding the project, Agency has requested State to exchange 2000 Federal Funds, which have been allocated to Agency, for State funds based on the following ratio:

\$94 State for \$100 Federal

Based on this ratio, Agency wishes to trade \$69,514 Federal Funds for \$65,343 State Funds.

3. State has reviewed Agency's prospectus, considered Agency's request for the fund exchange, and has determined that Agency's project is eligible for the exchange funds.
4. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate within two calendar years following that date, unless otherwise extended or renewed by formal agreement of the parties.
5. The parties agree that the exchange is subject to the following conditions:

- A. The Federal Funds transferred to State may be used by State at its discretion.
- B. State dollars transferred to Agency must be used for the project named in Terms of Agreement, Item 1, Page 1, of this agreement. This fund exchange is to provide funding for specific roadway projects and is not intended for maintenance.
- C. State funds may be used for all phases of the project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible for accounting for expenditure of State Funds.
- D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$65,343. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency.
- E. State certifies at the time this agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within State's current appropriation or limitation. Funds available for reimbursement on or after July 1, 1999 are contingent upon the legislatively approved budget of State.
- F. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding.
- G. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- H. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current State and Federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the project.
- I. Agency shall compile accurate cost accounting records. Agency shall bill State in a form acceptable to State no more than once a month for costs incurred on the project. State will reimburse Agency at 100 percent of the billing amount not to exceed \$65,343. The cost records and accounts pertaining to the work covered by this agreement shall be retained for inspection by representatives of State for a period of three years following final payment. Copies shall be made available upon request.
- J. Agency shall, upon completion of project, maintain and operate the project at its own cost and expense.
- K. Agency, its consultants or subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers.
- L. This agreement may be terminated by mutual written consent of both parties.
1. State may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct

such failures within 10 days or such longer period as State may authorize.

2. Either party may terminate this agreement effective upon delivery of written notice to other party, or at such later date as may be established by the terminating party, under any of the following conditions:
 - a. If either party fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
 - b. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or either party is prohibited from paying for such work from the planned funding source.
 3. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- M. State and Agency hereto agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
6. Agency personnel who sign this agreement shall be duly authorized to do so by the City Council.
 7. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The funding for this fund exchange program was approved by the Oregon Transportation Commission on October 13, 1999, as a part of the 2000-2003 Statewide Transportation Improvement Program (STIP).

The Financial Services Branch Manager approved the fund exchange on September 9, 2000.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Region Manager to approve and execute agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in a line item in the approved biennial budget.

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Agency Contact:

Alan Dannon
Capitol Projects
925 Main Street
Lebanon, OR 97355-320

CITY OF LEBANON, by and through its
elected officials

By _____

Title _____

By _____

Title _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Agency Legal Counsel

Date _____

AGENDA ITEM 9



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: December 8, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: Enterprise Zone Extended Abatement Agreement - Amtek Research International

As you may recall from our last regular City Council Meeting, you approved a five (5) year property tax exemption for \$3.3 million in new capital equipment scheduled to be purchased by AMTEK Research, an ENTEK subsidiary.

Because they asked for a five year abatement, a separate Extended Abatement Agreement is required by state law.

The proposed agreement is attached and is nearly identical to similar agreements approved by the City in the past.

I need, however, to correct a misstatement of mine when the Council approved the exemption in November. The total tax revenue foregone, or lost to the City, will be approximately \$62,000, not \$1,200 to \$1,500 as reported then.

This may change how you would have voted. If so, a motion to reconsider would be in order. However, the ORS doesn't give Zone Sponsors much authority to deny the three year exemption unless we specify, in advance, reasonable conditions they must meet in order to be certified for a property tax exemption.

JEH/lgk

A RESOLUTION APPROVING AN EXTENDED) RESOLUTION NO. _____
PROPERTY TAX ABATEMENT AGREEMENT)
BETWEEN THE CITY OF LEBANON AND AMTEK) for 2000
RESEARCH INTERNATIONAL, LLC)

WHEREAS, Amtek Research International, LLC has purchased and will purchase new capital equipment needed for manufacturing purposes; and

WHEREAS, Amtek Research intends on hiring up to 20 new employees; and

WHEREAS, Amtek Research anticipates providing average pay and benefits to these employees equal to or greater than 150% of the Linn County average.

THEREFORE BE IT RESOLVED that the attached Extended Abatement Agreement of December 13, 2000 is herein approved by the Mayor and City Council of Lebanon, Oregon.

J. Scott Simpson, Mayor
Ron Miller, Council President

ATTEST:

John E. Hitt, City Administrator

AGREEMENT FOR ENTERPRISE ZONE EXTENDED ABATEMENT

WRITTEN AGREEMENT WITH THE SOUTH SANTIAM ENTERPRISE ZONE SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY AMTEK RESEARCH INTERNATIONAL, LLC.

The sponsor of the South Santiam Enterprise Zone comprising the governing bodies of the City of Lebanon, Oregon and Linn County (hereinafter "The Zone Sponsor") and Amtek Research, LLC (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its investments in qualified property in the South Santiam Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and The Firm jointly acknowledge that subject to [timely submission and approval of an application for precertification and] the satisfaction of [other] requirements under ORS 285B.650 to 285B.728 (1997), The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three year exemption or the requirements thereof, and that this agreement becomes null and void if The Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional [two] year(s) on all property that initially qualifies in the South Santiam Enterprise Zone in or before the assessment year beginning on January 1, 2001 and, thus, sets a total period of exemption of [five] consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

In order to receive the additional [two] year(s) of enterprise zone exemption granted herein, The Firm agrees herewith pursuant to ORS 285B.710(6)(a)(1997) that for each year of the exemption, all of The Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage, in accordance with the definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 065, which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of precertification according to the 1997 Linn County average annual payroll rate of \$27,413, for which 150 percent equals \$41,119;

3. Only employees working at jobs filled for the first time after the application for precertification but prior to July 1 following the first full year of the exemption and performed within the current boundaries of the South Santiam Enterprise Zone are counted; and
4. Only full-time, year-round and non-temporary employees engaged a majority of their time in The Firm's eligible operations under ORS 285B.707 are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

The Zone Sponsor does not request any requirement of The Firm and relinquishes all rights to make the additional [two] years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285B.710(6)(b)(1997).

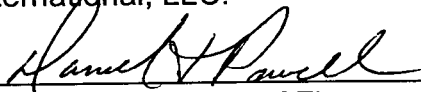
Accepting for the Sponsor of the South Santiam Enterprise Zone:

J. Scott Simpson, Mayor

John E. Hitt, City Administrator

(Include printed name(s), title(s), date(s), and name(s) of sponsoring jurisdiction(s), and cite source of authority (e.g., resolutions) as needed, and possibly counsel endorsement)

Accepting for AMTEK Research International, LLC:



Daniel Powell, V. P. of Finance

(Include printed name, title and date, and cite authorization as needed (e.g., attached letter from the owner or an appropriate executive officer, if agreement is accepted by an attorney or other indirect representative)

AGENDA ITEM 10



CITY OF LEBANON

MEMORANDUM

TO: MAYOR SIMPSON & CITY COUNCIL

DATE: December 8, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: ADMINISTRATION REPORT

I will provide an oral update on the following items:

- City/School/Hospital Agreement
- City Holiday Schedule
- Tentative Budget Schedule FY 2001/2002
- Measure 7 Update
- Citizen Complaints
- Miscellaneous Matters

JEH/lgk

Executive Session(11)

Per ORS 192.660(1)(i) To review & evaluate, pursuant to standards, criteria & policy directives adopted by the Council; the employment related performance of an employee



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: December 8, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: CITY ADMINISTRATOR'S EVALUATION

If you haven't already done so by the time you read this, ***please*** complete your evaluation form and deliver it to the Mayor no later than Monday.

The results of that evaluation will be discussed at the Executive Session on December 13.

JEH/lgk

Executive Session (12)

Per 192.660(1)(d) To conduct deliberations
with persons designated by the Council to
carry on labor negotiations.



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: December 8, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: TEAMSTERS & AFSCME CONTRACTS

Please find enclosed copies of our current contracts for those employees represented by either of these two unions. Note that both these contracts expire June 30, 2001.

Our City Charter provides that bilateral negotiations (between the city and bargaining units) begin no later than January 5 of the year in which an existing contract expires. It further requires that, "letters of intent concerning the items to be negotiated in the contract must be submitted by either the City or any bargaining units no later than the 15 day of December.

The question now is, are there major contract provisions or issues that we need to notify the union(s) that we want to place on the table? I will have a few suggestions for you on the 13th. Please read over these contracts for items you might want to have renegotiated.

JEH/lgk

COLLECTIVE BARGAINING CONTRACT

THE CITY OF LEBANON, OREGON

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2043**

Effective July 1, 1998

Through

June 30, 2001

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AGREEMENT AND PURPOSE

THE PARTIES OF THIS AGREEMENT are the CITY OF LEBANON and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO local 2043, hereinafter named City and Union respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement.

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all full-time (regular twenty hours per week or more) employees except for members of other certified bargaining units, with respect to matters relating to wages, hours and working conditions. Supervisory employees, confidential employees, part-time employees, seasonal employees hired for less than one hundred twenty (120) days (except seasonal parks employees may be hired for up to one hundred fifty (150) days), and persons hired for a limited period under a specific government program or grant, not to exceed one year, are specifically excluded.

1.2 Should the CITY substantially modify an old or existing classification or create a new classification, the following shall apply:

- (A) The applicable wage rate shall be temporarily established by the City and notice given to the Union of the rate, and the newly modified classification description.
- (B) The rate so established by the City shall become permanent at the end of one month from the date of the notice above unless the Union requests negotiations for a permanent rate within that time period.

1.3 Division of Labor. Work presently performed by members of the bargaining unit shall not be transferred out of the bargaining unit without providing the Union written notice, information, and the opportunity to bargain the proposed action. This provision does not preclude continuation of current practices or that which would have a deminimus impact upon the members of the bargaining unit.

ARTICLE II - NONDISCRIMINATION

2.1 This Agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, age, creed, color, national origin, or political affiliation. The Union and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure. All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include both male and female employees.

ARTICLE III - UNION RIGHTS

3.1 FAIR SHARE

- (A) The City agrees to deduct the uniformly required Union membership dues each month from the pay of those employees who have authorized such deduction in writing. Except as provided in Section 3.1(B) and upon authorization by the employee to the City, an amount equal to the uniformly required dues will be deducted from the pay of all bargaining unit members.

The amounts so deducted shall be remitted on a monthly basis to the local Union, or as designated by the Union, with a list of the employees subject to the deduction.

- (B) The provisions of Section (A) hereof shall not apply if an employee objects in writing to the City based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment or who is entitled to a sincerely held religious exemptions under Oregon or United States Law. The City will provide the Union with a copy of any such letter within five (5) days of its receipt.

In such instances, the employee shall authorize a deduction from his or her pay which is in lieu of and equivalent to the Fair Share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for a mutually satisfactory nonreligious charitable organization as agreed to between the employee and the Union.

- (C) For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section A or B of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works forty (40) hours or more.

- (D) 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 any City action taken pursuant to the provisions of this Article. The Union and the City agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

3.2 BUSINESS REPRESENTATIVES

Upon reasonable notice and proper introduction, official union representatives may be allowed access to work area. Such visits shall be confined to lunch and break periods and shall be attended by not more than two authorized union representatives at one time. At no time shall visits cause an interruption of work. The Union shall provide the City with an updated list of authorized representatives.

3.3 STEWARDS

Employees who are also Union representatives will be allowed time away from their work assignments without loss of pay when required for the specific purpose of adjusting or avoiding grievances under the procedures defined in the grievance procedure of this Agreement. The City may change the time of the meeting if the steward's absence from work would in the City's judgement constitute an undue disruption of work.

Except as provided above, and in Section 3.5, all time taken off by stewards shall be without pay.

3.4 BULLETIN BOARDS

The Union will be allowed use of adequate space on City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meeting, Union social and charitable activities and posting of official Union publications.

3.5 CONTRACT RENEWAL

The Union's negotiation team, to be comprised of no more than three (3) on-duty employees, shall be permitted to attend negotiation sessions with the City without loss of their regular pay relative to securing contract renewal, but shall not require the City to pay overtime should the negotiations extend past the employees normal quitting time.

3.6 CONTRACT PRINTING AND DISTRIBUTION

The City shall, at no cost to the Union, provide the Union and each bargaining unit member a copy of this Agreement.

ARTICLE IV - EMPLOYEE BENEFITS

4.1 HOLIDAYS

(A) The following are paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve Day
(that falls on a Monday through Thursday)
Christmas Day

January 1st
3rd Monday in January
Last Monday in May
July 4th
First Monday in September
November 11th
Fourth Thursday in November
Fourth Friday in November
December 24th
December 25th

If an employee's normally scheduled days off are Saturday and Sunday, the following applies:

- 1) If the holiday falls on a Saturday then the preceding Friday shall be the holiday.
- 2) If the holiday falls on Sunday the following Monday shall be the holiday.

If an employee's normal days off are other than Saturday and Sunday and the holiday falls on one of the scheduled days off, the employee shall be able to take an alternative holiday at the mutual convenience of the employee and the City.

- (B) In addition to the holidays noted above employees shall receive sixteen (16) hours of personal holiday time per year. Personal holidays shall be granted at the beginning of each fiscal year and shall be utilized during that year. Supervisors shall be responsible for notifying employees on the first workday of June of any personal holidays not yet taken by the employee. If the supervisor does not allow the employee to take the day(s) off prior to July 1st or if the supervisor fails to notify the employee of personal holidays not taken, the personal holiday(s) shall be carried over into the new fiscal year and added to the employee's accumulated vacation time.

New employees shall be granted personal holidays according to the schedule below. The new employee shall not be allowed to take the personal holiday(s) until successful completion of the six (6) month probationary period. If the probationary period is not concluded by June 30, then the personal holiday hours will be carried over into the next fiscal year.

Personal Holidays

Date of Hire

July 1 - Sept. 30	16 hours
Oct. 1 - Dec. 31	16 hours
Jan. 1 - March 31	8 hours
April 1 - June 30	0

- (C) Holiday Pay. An employee is eligible for holiday pay from date of hire, but must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave.

If an employee is on authorized vacation or sick leave with pay when a holiday occurs, such holidays shall not be charged against such leave.

Eligible employees shall receive one day's pay for each of the holidays listed in Section 4.1(A) on which they perform no work. Employees required to work on a recognized holiday shall be compensated for all hours worked on the holiday at one and one-half (1-1/2) times the established straight time rate, in addition to their regular holiday pay. Employees will be encouraged to take compensatory time off for overtime accrued on the holiday. The City will grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation.

4.2 HEALTH AND INSURANCE BENEFITS

- (A) Medical, Dental, and UCR Vision Insurance. The City agrees to pay, for the duration of this Agreement, the cost of full family medical, dental, orthodontic, vision and short term disability insurance for the previously established plan (Teamsters Trust) or an equivalent alternative plan selected by the City for those employees and dependents presently enrolled and receiving such coverage. Employees or their dependents not presently enrolled shall be eligible to become so enrolled during the plan's established open enrollment period.
- (B) Life Insurance. For the duration of this Agreement, the City shall provide a Fifty Thousand Dollars (\$50,000) 24 hour life policy for employees only.
- (C) Long Term Disability Insurance. A long term disability insurance program will be provided by the City to supplement existing sick leave benefits. The disability plan shall pay sixty-six and two-thirds percent (66-2/3%) of the basic monthly salary (to a \$4,000 maximum covered monthly salary); it shall have an elimination period of ninety (90) days and a maximum benefit period to age 65.
- (D) Worker's Compensation. Pursuant to applicable law, the City shall continue to provide coverage under the Workers' Compensation Plan for job connected injuries or disabilities.

In the event an employee suffers an injury while on the job with the City for which he or she is eligible for time loss benefits, such employee shall continue to receive the Medical, Dental, Vision, Long-term disability and Life Insurance benefits provided for herein for the first one hundred eighty (180) calendar days of such injury.

In addition to Workers' Compensation payments the City shall pay the difference of such payments and the employee's regular net salary for the first one hundred eighty (180) calendar days the employee is off due to a compensable injury. Thereafter, the

employee shall be charged a day of accrued sick leave for each day the City subsidizes the difference between worker's compensation benefits and regular net pay.

Once returned to work, any medical appointments as a result of an injury will be chargeable to sick leave, unless paid for or required by the Workers' Compensation Insurance or the City, in which case the Employee will be given paid time off and mileage and any other pre-approved expense related to the appointment. Medical progress reports verifying the need to be on medical leave may be required prior to the approval of City payment or authorization of sick leave utilization. During any period of Workers' Compensation related disability absence from regular employment, all existing levels of sick leave and vacation benefits will be frozen from further accrual until the employee returns to work.

4.3 RETIREMENT

For the duration of this Agreement, the city shall continue the current retirement plan.

4.4 LEAVES

- (A) Sick Leave. Sick leave shall be accrued at the rate of eight (8) hours for each full month worked starting with employee's date of hire. Sick leave may be used after completing one (1) month of employment with a maximum accrual of eleven hundred sixty (1160) hours. Unused sick leave shall not be compensated upon termination. Upon retirement, fifty percent (50%) of the employee's accrued sick leave will be applied to the employee's final retirement calculation as prescribed by ORS 237.153.

Sick leave accrual will be reported by the Finance Department to each employee on a monthly basis. Misuse of sick leave is grounds for disciplinary action up to and including dismissal. The City may require doctor's verification of all illness.

Sick leave will not be allowed for disabilities or illness resulting from outside employment other than self employment, when those injuries are covered by workers' compensation from another employer.

- (B) Family and Medical Leave. The City shall comply with the requirements of the Federal Family Medical Leave Act and the Oregon Family Leave Act. When an employee must be away from the job because of serious illness in the immediate family (employee's parents, parents-in-laws, spouse, children or stepchildren he/she may request time, which shall be granted upon notification to the department head and charged against the employee's sick leave and/or other accrued leaves. If an employee must be away from the job because of a serious illness in the extended family (defined as employee and spouse's grandparents, grandchildren, siblings, step siblings or household member) such time may be granted upon request

to the department head and charged against sick leave, vacation or compensatory time at the discretion of the employee.

- (C) Sick Leave Incentive. In an effort to encourage appropriate use of sick leave, the following incentive is offered. Employees who were employed continuously by the City from July 1 to June 30 and who used twenty-four (24) or less of the accrued ninety-six (96) hours of sick leave during that time period may elect to be paid in cash for the difference between hours used and twenty-four (24) hours in the December 1 paycheck at the straight time rate effective June 30 of that year. Sick leave paid will be deducted from the employee's sick leave balance. Lost time for work related compensable sick leave or donations shall not affect the incentive program.
- (D) Sick Leave Pool. An employee who has accumulated the maximum amount of sick leave, one thousand one hundred and sixty (1160) hours will automatically donate excess sick leave into a sick leave pool. The Union shall be provided with an annual accounting of time in the pool.

Upon exhaustion of their own personal sick leave, compensatory time, holiday and vacation time, any employee covered by the terms of this Agreement shall have the right to appeal in writing, or in person, to request extra sick leave time, to be drawn from the sick leave pool.

The City herein agrees to work jointly with the Union during the terms of this contract to establish a sick leave review board. The membership of the board shall be as follows:

- (a) Two members designated by the Union.
- (b) Three members, the City Administrator and two of his designees.

The purpose of this board shall be to hear requests from members of the bargaining unit for the use of sick leave that has accumulated with the sick leave pool. The board shall hear either in writing, or through a personal presentation, an appeal for the use of such time. The employee appealing for such time may designate a representative to speak before the board on behalf of said employee. The review board after hearing the presentation, may deny or grant a maximum of one hundred sixty (160) hours per calendar year to the requesting party.

In the event the sick leave pool does not have sufficient accumulated hours to cover an approved request for sick leave, employees may voluntarily donate sick leave hours to the pool. The donating employee must have five hundred and sixty (560) hours remaining after the donation to the pool.

The City will recognize the hourly donation and credit the amount to the recipient's sick leave account. If there is a difference in the donor's and recipient's rate of pay, the amount credited to the recipient shall be calculated according to City policy.

- (E) Compassionate Leave. In the event of a death in the employee's immediate or extended family (as defined in 4.4 (A)), an employee may be granted by the department head leave of absence not to exceed forty (40) hours without loss of pay. This leave shall be separate from sick leave and shall not accumulate from year to year.
- (F) Witness/Jury Duty. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his or her control, and where such duties can be construed to be in the public interest, he or she will be continued at full salary for the period of the required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days off or during other authorized leave without pay. Employees will be expected to report to work when less than a normal workday is required by jury or witness duties. The foregoing shall not apply if the employee is a party in interest to the proceeding.
- (G) Military Leave. Military leave shall be granted in accordance with the Oregon Revised Statutes.
- (H) Union Leaves. An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay, or accrual of other benefits if requested by the Union, for a period not to exceed one (1) year. Applications for such leave shall be reviewed by the City Administrator, and may be granted or denied at the Administrator's discretion.
- (I) Leave of Absence. Upon the written request of a permanent employee, the City Administrator may in writing, grant an employee leave of absence without pay for a period not exceeding twelve (12) months. Such request shall include the reason for requesting such leave and establish reasonable justification for consideration by the City. An employee shall not accrue benefits or seniority during such leave, but will be reinstated with all previously earned leave and seniority upon his or her return to work.

4.5 VACATIONS

- (A) Accrual. Full-time employees shall accrue working days of vacation per calendar month of service computed as outlined herein.

Years of Service	Hours Per Month	Days Per Year	Hours Per Year
0 - 1	6.66	10	80
1 - 2	7.33	11	88
2 - 3	8.00	12	96
3 - 4	8.66	13	104
4 - 5	9.33	14	112
5 - 6	10.00	15	120
6 - 7	10.66	16	128
7 - 8	11.33	17	136
8 - 9	12.00	18	144
9 - 10	12.66	19	152
10 or more	13.33	20	160

- (B) Accrued vacation shall be credited as earned vacation for each full calendar month of service in accordance with the above, except that vacation accrued during the first six (6) month of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.

An employee's earned but unused vacation credits shall be allowed to accumulate to a maximum of twenty-five (25) days (two hundred (200) hours) or one and one-half (1-1/2) times the employee's annual rate of accrual, whichever is greater.

An employee who has more than eighty (80) hours of vacation on the books can cash out up to forty (40) hours of the excess over eighty (80) hours during each fiscal year.

- (C) Utilization. Vacation time may be used as soon as it is earned. Scheduling of vacations should be mutually agreed upon by the employee and his/her supervisor and approved by the department head.

Preference in vacation scheduling, extra days, or any other choice given to members shall be by seniority. Seniority is defined as total length of unbroken service to the City as a permanent full-time employee. Each employee may exercise seniority one (1) time each year in the scheduling of single vacation. If conflicts occur between scheduled vacation, and senior employees scheduling extra days off, vacation time off will be given preference. The City reserves the right to cancel vacations in the event of an emergency when public health and safety is jeopardized.

The foregoing shall not preclude the possibility of several employees within a given department or division as applicable being allowed to take vacation at the same time, nor shall it preclude the possibility of denying requested vacation to an employee or several employees while other employees are allowed to take vacation when such denial of vacation is due to operational requirements that do not uniformly affect all employees in the given department or division.

- (D) Termination. Permanent employees terminating employment with the City with vacation credit accrual shall be paid for those credits at the employee's wage rate at the time of termination.

4.6 WAGES

Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix A and Appendix B which by this reference are incorporated into and made a part of this Agreement.

Starting July 1, 1998, the salary schedule (Appendix B only) shall be increased as follows:

July 1, 1998	2.25%
July 1, 1999	1.5%
Jan. 1, 2000	1.5%
July, 1, 2000	1.5%
Jan. 1, 2001	1.5%

- (A) Maintenance of Conditions: Employees who are currently holding positions where the new salary range (Appendix B) is less than the June 30, 1996 salary range (Appendix A) shall retain the June 30, 1996 (Appendix A) salary range until the employee leaves the position for any reason or the position is reclassified to a higher rate of pay during the life of this agreement or the Appendix B salary schedule range is greater than the Appendix A salary schedule range.
- (B) New Classification and Compensation System: Both parties agree to participate in the Classification and Compensation Review Committee (CCRC). The CCRC will be made up of three (3) AFSCME appointed representatives and three (3) City appointed exempt representatives. The City may add a management representative and a Union representative from the Police Department. The CCRC shall have the authority to review classification appeals from employees and/or their supervisors. The reviews shall be conducted according to the current position evaluation manual and in a manner that will allow the employee an opportunity to be present and submit any information relevant for their review. Employees shall have the opportunity to have a Union Representative at the time of the review. The CCRC shall make its

recommendations to the City for approval. In the event consensus for recommendation cannot be reached, the information shall be forwarded to the City for a determination and the City shall respond in writing to the employee, the CCRC, and the Union within thirty (30) days. In the event that the employee and the Union disagree with the City's determination, the disagreement may be submitted to step 4, and, if the Union requests, step 5 of section 5.6.

The CCRC shall review position classifications upon request, annually between October 1 and October 31 of each year, beginning October 1, 1997. In the event a review results in a position being moved to a higher pay range, the change shall be made retroactive to the previous July 1.

4.7 TRAINING AND EDUCATION

The City of Lebanon encourages its employees to improve their skills and qualifications through job-related educational development. Employee's educational development benefits both the City and the employee and allows increased employee access to promotional opportunities. It is therefore the City's policy to reimburse City employees, within annual approved budgetary guidelines, for the costs of tuition and books for job related courses that have been requested by the employee, subject to approval by the department head. If the employee requests and receives approval to take a given course, the employee must provide the department head proof of completion of the course with a grade of "C" or better to be eligible for cost reimbursement.

The City agrees to pay in advance the costs of tuition and books (up to \$150 per term per employee) for courses that have been requested by the employee and approved by the department head. Prepayment of educational costs as outlined above is subject to the availability of funds within the annual approved budget and conditioned upon the employee signing a statement authorizing the City to deduct from the employee's paycheck all monies advanced to the employee in the event that he/she fails to complete the course(s) with a grade of "C" or better or is separated from City employment prior to completion of the course(s).

For courses taken at the request of the City, the City will pay in advance, for all costs of tuition, books, transportation, meals and lodging associated with that training.

ARTICLE V - POLICY

5.1 HOURS AND DAYS OF WORK

- (A) Hours. An individual employee's workweek, other than Library and Senior Services, shall normally consist of five (5) consecutive workdays, Monday through Friday followed by two (2) consecutive days off. An employee's regular workday shall be eight (8) hours and shall be consecutive except for a lunch period. During seasonal work periods, or for operations deemed by the department head to need an extended workday to be most effective, the normal workday may be extended to ten (10) hours, with the normal workweek still consisting of forty (40) hours.

The workweek for Library, Senior Services employees will normally consist of forty (40) hours.

- (B) Schedules. Work schedules showing workdays, shift assignments and the work hours will be posted fifteen (15) calendar days in advance by the City on bulletin boards available to employees. Except in an emergency circumstance outside City control, established work schedules will not be changed unless reasonable notice is given to the affected employees.

Nothing in this Section or any part of this Agreement shall be construed as a guarantee of hours of work.

Should the City propose a swing, graveyard, or split shift on other than a temporary (one week or less) basis, it shall notify in writing and provide the Union an opportunity to bargain the conditions of employment.

- C. Standby. Employees required to be accessible by telephone or pager and available for dispatch to the job shall receive one (1) hour's pay at their straight time hourly rate for every six (6) hours of standby time for the duration of such standby period. Such pay shall not be counted as hours worked for purposes of computation of overtime pay, nor toward the required forty (40) hour workweek.
- (D) Rest Periods/Lunch Periods. All employees shall be granted a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half shift as designated by the supervisor.

All employees shall be granted a lunch period of not less than one-half ($\frac{1}{2}$) hour or more than one (1) hour, except in emergency situations. Such lunch periods shall be without pay and be utilized at approximately the middle of the work shift as designated by the supervisor.

- (E) Meal & Rest Periods During Overtime. Employees will be allowed paid meal and rest periods during call back and contiguous overtime hours of work at the same frequency as (D) above, i.e. meal periods within every four (4) hours and a rest period after two (2) hours of work. The meal period shall be a paid twenty (20) minute period. The City shall reimburse the employee for reasonable meal expense for which a receipt is provided to the City.

Employees are eligible for a rest period at the beginning of a continuous overtime shift that is anticipated to be over one hour.

5.2 OVERTIME/COMPENSATORY TIME

- (A) Overtime. Employees required by the City to work beyond the normal workday hours in any twenty-four (24) hour period beginning at 12:01 a.m., or more than forty (40) hours per week shall receive overtime compensation. In no case shall overtime be paid twice for the same hours.

Overtime shall be computed to the nearest one-quarter (1/4) hour. Overtime pay shall be based on the actual number of hours on duty per day or week except that two (2) hours of overtime will be guaranteed in instances of emergency callback. Overtime for callback time may only be authorized by department head or other designated supervisory personnel.

The overtime rate shall be time and one-half (1 1/2) the regular rate of compensation.

Employees will be encouraged to take compensatory time off for accrued overtime. The City will attempt to grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation. The City shall maintain a record of all overtime worked and shall make the record available to any employee in the work section where the overtime was worked, or to the affected employee's representative.

In the event that sufficient acceptable personnel do not accept overtime on a voluntary basis, or in the event of an emergency, such additional personnel as are deemed necessary by the City may be required to work overtime.

Except in instances where a special project is being completed, or special skills or experience are required, every reasonable effort will be made to distribute overtime equitably among employees that desire overtime in their classification, in which overtime occurs. If disagreements arise under this Section, and evidence exists indicating an inequity, a reasonable time will be allowed the City or department head to adjust overtime distribution.

- (B) Compensatory Time. Compensatory time may be accrued up to a sixty (60) hour limit. This time may be used at the employee's discretion. However, the City may deny requested use by the employee if the use of the compensatory time would unduly disrupt the City's operations.

5.3 WORKING ASSIGNMENT IN A HIGHER CLASSIFICATION

When a bargaining unit employee is assigned temporarily to fulfill the majority of the duties and responsibilities of a classification higher than his/her own for a period of more than thirty-two (32) consecutive straight time hours, said employee shall be paid for all time worked in the higher classification at the lowest rate in the higher classification which is at least five percent (5%) above the employee's former rate.

5.4 SENIORITY

- (A) Definitions. Seniority as used in this Agreement means a bargaining unit member's length of continuous service with the City since his or her last date of hire. An employee who has not completed six (6) months of continuous employment shall not be considered to have seniority and shall not be considered a regular employee.

An employee shall lose all seniority credit in the event of voluntary or involuntary termination or failure to return from an expired leave of absence.

A seniority list for the bargaining unit and classification shall be posted in conspicuous places available to employees.

A layoff means a permanent reduction in the City work force.

- (B) Layoff. In the event of a layoff or reorganization, reasonable notice of normally no less than thirty (30) days will be given to employees the City intends to lay off. In the event of a layoff, employees shall be laid off in the inverse order of their seniority by department.

For the purpose of layoff or reorganization, the departments are Engineering, Maintenance, Administration/Finance, Library, Senior Center, and Building Official. There shall be no temporary or less than twenty (20) hour per week employees employed by the City in the affected department while a regular employee is in layoff status.

In the event of layoff or reorganization, the laid off or displaced employee shall have the right to select another position in his/her department for which he/she is qualified, provided he/she has more seniority than the employee in the position. In all cases involving layoff- and recall the City shall determine whether or not the employee is qualified.

An employee who selects a lower paid classification shall be paid nearest to his/her previous salary on the new classification range.

The City may make exception to lay off on the basis of seniority where employees who possess special skills necessary to preserve the health, safety and welfare of the public would otherwise be laid off. A senior employee subject to this layoff due to his or her lack of said special skills shall be given six (6) months to acquire the special skills. If the employee is not able to acquire the special skills, the City shall have the right to lay off the employee and recall an employee on layoff who possesses these skills.

- (C) Recall. Recalls from a layoff shall be made according to seniority first within the department, per the provisions of Section 5.4 (B).

In order to maintain this right to recall, an employee must register in person or by mail with the City Administrator or his or her designee upon change of address, telephone number or at least annually signifying his or her availability for recall.

Laid off employees shall be recalled only by registered letter, return receipt requested and shall have five (5) days from receipt of such notification in which to inform the City of their intent to return to work and an additional ten (10) days therefrom in which to report to work. An earlier reporting day may, by mutual agreement, be arranged. Employers laid off for a period of twenty-four (24) months or longer lose all seniority and recall rights.

- (D) Job Posting. Vacancies in the bargaining unit shall be posted in a place available to employees. Employees may apply for such open positions by the regular application procedure. Present qualified employees shall be given first consideration provided their qualifications are in the City's judgement, equal to those of other applicants. If two or more qualified present employees are otherwise equally qualified in the City's judgement, first consideration shall be given the applicant with the greatest seniority in applicable job classification. No new employee shall be hired into a department or classification in which a qualified employee has recall rights.

- (E) Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) full months. By mutual agreement between the Union and the City, the employee's probationary period may be extended. The Union recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights, not specifically modified by this Agreement with respect to such employees, including but not limited to the assignment of on-the-job training in other classifications. In the event an employee is promoted (including promotions outside the bargaining unit) said employee will serve a six month probationary period in the new position. This probationary period applies only to tenure in the new position, not employment with the

City. The Union also recognizes the right of the City to demote an employee on six (6) month promotional probationary status to his or her previous position.

5.5 SAFETY AND PROTECTIVE EQUIPMENT

Employees shall not be required to work in unsafe conditions. The City will furnish all safety equipment and devices as required by the State of Oregon Accident Prevention Division. The City will also provide equipment and clothing usually needed for the type of work to protect employee's health and safety as follows:

- 1) Rain gear for safety
- 2) Rubber footwear with protective metal toe shield and bottoms
- 3) Coveralls (to be left at work)
- 4) Up to five (5) sets of Uniforms (to be used for work only)
- 5) Leather (lace or pull-on) steel toe work boots
- 6) Hipwaders
- 7) Uniform jacket with zip-out liner

5.6 OPERATION OF HEAVY EQUIPMENT

- (A) Any person or persons working in the position of, and receiving the pay scale for, Maintenance Worker shall not work in the capacity of Senior Maintenance Worker, except for the following conditions:
1. A Maintenance Worker, in the temporary absence of a Senior Maintenance Workers (provided he has received adequate training to be a safe operator) may operate equipment classified for operation only by a Senior Maintenance Worker for a maximum total amount not to exceed twenty (20) hours a month.
 2. Upon written request by the Union and agreement by the City, a specifically named Maintenance Worker may work at a specifically named task in the Senior Maintenance Worker Classification without penalty or eligibility for extra pay.

(B) It is agreed that the following list is representative of the type of equipment that a Maintenance Worker may operate and that he will not operate except for the provisions provided in this agreement. It is further agreed that any equipment that may be rented or purchased is considered to be included in this list respectively based on whether it is heavy equipment that requires considerable skill to operate or light equipment that can be operated with a minimum of skill or training.

May Operate

- S-1)
- S-2)
- S-3) Pickup trucks
- S-4)
- P-1)
- S-11 1 ton pickup
- S-16 Ford tractor 3000
- S-23 Concrete saw
- S-29 V bed spreader
- S-33
- S-34) Weed eater
- P-13)
- S-35 Cement mixer
- S-37
- P-12 Power saw
- S-38 Blade
- P-2)
- P-3) Park mowers
- P-8 Sweeper
- P-9 Radial arm saw
- P-11 Edger, Power and hand tools

Will Not Operate

- S-7 Hoist Truck
- S-8 Flushertruck
- S-12 Sweeper
- S-15 Grader
- S-18 Case w/loader or backhoe
- S-19 Ford w/loader or backhoe
- S-32 Bomford Mower
- S-43 Anderson blade
- S-45 Gannon scraper
- D-2 Rodder
- D-7 & 4 Truck trailer tanker
- D-5 Hydroflusher
- D-10 Tractor loader
- D-6 Vactor
- D-12 T.V. Van
- W-21 10 Yard Dump Truck

May operate if adequately trained to safely operate:

- S-5)
- S-6) Dump trucks
- S-17 Roller
- S-24 Trailer
- S-25 Stanley equipment
- S-28 Paint machine
- S-30 Ford 901 mower
- P-10 Post hole auger

5.7 SETTLEMENT OF DISPUTES

- (A) 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 any alleged violation of this Agreement.
- (B) Time Limits. The time limits set forth herein shall be modified only by written agreement. Failure by the City or the Union to respond within a specified time limit shall constitute rejection of the grievance at that Step and thereby allow the other party to proceed to the next Step within the applicable time limit. If the Union wishes to abandon the grievance at any point in the grievance process, it must be done in writing. All time limits specified in this Article exclude Saturdays, Sundays and Holidays.
- (C) In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employees shall submit the grievance in writing to the most immediate supervisor outside the bargaining unit within ten (10) days of the occurrence thereof. The written grievance shall include: (1) submittal date and date grievance occurred; (2) a statement of the specific City action or lack of action which is the cause of the grievance; (3) specific provisions of the contract by Article and Section or Sections violated; and (4) remedy sought. The supervisor shall meet with the aggrieved party within the five (5) day period and shall make a written response to the grievance within the five (5) days.

Step 2. If after the five (5) days from the submission of the grievance to the supervisor in step 1 hereof the grievance remains unsolved, this grievance may be submitted by the Union within five (5) days to the department head or his/her designee by forwarding a copy of all materials submitted or received at all prior steps with a cover letter specifying that the matter is being pursued to the second step. The department head or his/her designee shall meet with the aggrieved party, (the aggrieved party may have a union representative at this meeting) and make a written response to the grievance within five (5) days from the date the grievance was submitted to Step Two.

Step 3. If after five (5) days from the date of submission of the grievance to the department head the grievance remains unresolved, the grievance may be submitted by the Union within five (5) days to the City Administrator by forwarding a copy of all materials submitted or received at all prior Steps with a cover letter specifying that the matter is being pursued to the third Step. The City Administrator or his/her designee shall meet with the aggrieved party and/or the Union and make a written response to the grievance within five (5) days from the date the grievance was formally submitted to the City Administrator.

Step 4. If the grievance is not resolved within five (5) days from submission of the grievance to the City Administrator, it may be submitted by the Union within five (5) days to mediation. The City and the Union will jointly request in writing a mediator from the State of

Oregon Employment Relations Board. The mediator shall have ten (10) days from the date of his appointment to investigate the grievance and shall then make written recommendations to both parties.

Step 5. If the grievance is not resolved within ten (10) days of receipt of the mediator's recommendation, the Union may submit the grievance immediately to an arbiter in the following manner:

Arbitration: A list of five Oregon arbitrators from the Employment Relations Board shall be requested and the parties shall alternatively strike one name from the list until only one name is left. The toss of a coin shall determine whether City or Union is to strike the first name. The one name remaining following striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) calendar days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall not alter, modify, add to or delete from this Agreement. The decision shall be binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration and shall share equally the fees and expenses of the arbitrator.

(D) Any or all of the time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall be constitute abandonment of the grievance.

(E) A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Union that the matter has been resolved.

5.8 DISCIPLINE AND DISCHARGE

(A) If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

(B) Discipline for regular employees shall only be for just cause and will normally be progressive beginning with oral warning and proceeding to written warning, suspension, and finally to discharge. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. If a violation of City policy or work practices is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

(C) The City agrees to furnish the employee a complete statement in writing at the time of written warning, suspension, or discharge, outlining the specific reasons for such action. Such

reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Union shall be sent notice that a written warning, suspension, or discharge has been given to the employee.

- (D) Any employee upon his/her request, and at a mutual agreeable time, shall have access to his/her personnel files. Any employee may request management to reproduce his/her personnel file in part or in full for his/her individual use, and such reproduction will be accomplished as soon as practicable.
- (E) Each employee shall have the opportunity to read and sign any written material, evaluations, or disciplinary actions prior to being placed in their personnel file. Employees shall have a right to respond in writing to such material and such response shall be attached thereto. Warning letters shall be removed upon request from an employee's personnel file twelve (12) months after issuance providing subsequent disciplinary actions of the same subject have not been placed in the employee's file during the twelve (12) month period. Letters of suspension or demotion shall be removed from an employee's personnel file after twenty-four (24) months.

ARTICLE VI - CITY RIGHTS

6.1 CITY SECURITY

During the term of this Agreement, the Union and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, picketing, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by any other labor organization, when called upon to protect the City's health, safety and welfare. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

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 immediately upon notification, publicly attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited to the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike, work stoppage, or other interruption of work.

There will not be a lockout against the employees in the bargaining unit during the term of this Agreement.

6.2 MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all rights, decision making prerogatives, functions and authority connected with or in any way incidental to its 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 hereunder are limited to those specifically set forth in this Agreement.

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

1. To determine the services to be rendered to the citizens of the City.
2. To determine and to follow the City's financial, budgetary and accounting procedures.
3. 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.
4. To close or liquidate any office, branch, operations, or facility, or combination of facilities or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons. The City shall use the layoff procedures (5.4) for employees who are demoted or reclassified downward for nondisciplinary reasons.
5. To manage and direct the work force, including but not limited to the right to determine the methods, processes, and manner of performing work; the right to hire, promote, transfer and retain employees; the right to lay off; the right to modify job classifications or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
7. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
8. To implement new and to revise or discard, wholly or in part old methods, procedures, materials, equipment facilities and standards.
9. To contract or subcontract work as may be determined by the City, providing it does not affect the employment status of the present full-time employees.

10. To assign shifts, workdays, hours of work and work locations.
11. To assign and designate all work duties.
12. To introduce new duties within the unit.
13. To determine the need for and the qualifications of new employees, transfers and promotions.
14. To discipline, reprimand, suspend, and discharge an employee subject to the parameters of this Agreement and just cause.
15. 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 such periods to be determined by the City.
16. To determine the need for overtime and the employees to work such overtime.

6.3 UNIFORM APPLICATION

The City will not be arbitrary or capricious in its application of its' policies and procedures.

ARTICLE VII - SAVINGS CLAUSE

- 7.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity.

ARTICLE VIII - TERM OF AGREEMENT

- 8.1 This Agreement shall be effective July 1, 1998 and shall be binding upon the City, the Union and their members and shall remain in full force and effect through June 30, 2001, except that it may be opened in writing by either party no later than December 15, 2000 for purposes of negotiating a successor agreement. The terms of this Agreement shall continue thereafter during any period of negotiations for a new contract.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, 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 that 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 shall automatically be renewed from year to year and shall be binding for additional periods of one year unless either the City or the Union gives written notice to the other not later than December 15th next prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement.

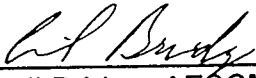
ARTICLE IX - HISTORICAL CLAUSE

Agreements to this contract are not intended to nullify existing historical benefits to employees unless specifically included in this Agreement. Without limitation to, but by way of illustration, the historical benefits will include:

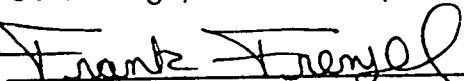
1. Use of the City's facilities for the cleaning of coveralls.
2. Use of the department facilities for minor repair of personal vehicles during non-business hours.
3. The right to enter the shop area when off duty to conduct Union business.
4. The City furnishes work gloves for Public Works employees.
5. The use of the City's microwave ovens.
6. The use of the refrigerator at the Library, for Library employees.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of July ,
1998.

Signatures for AFSCME Local 2043:



Cecil Bridge, AFSCME Representative



Frank Frenzel, AFSCME Representative

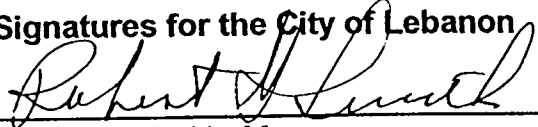


Linda Kaser, AFSCME Representative

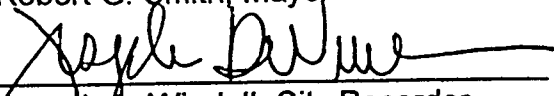


Lou Sinniger, AFSCME Council Representative

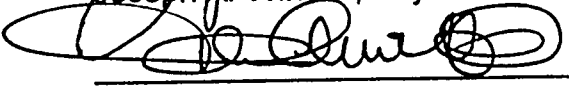
Signatures for the City of Lebanon



Robert G. Smith, Mayor



Joseph A. Windell, City Recorder



Thomas A. McHill, City Attorney

COLLECTIVE BARGAINING CONTRACT
City of Lebanon
And
AFSCME Local 2043

Summary of Major Changes

Article 4 – Employee Benefits

4.1 Holidays.

- (A) Add Martin Luther King Jr. Day and extend Veterans Day to all bargaining unit members.
- (B) All employees receive 16 hours of personal holiday time. If probationary period in not concluded by 6/30, hours will be carried over to next fiscal year.

4.2 Health and Insurance Benefits.

- (A) Add Short Term Disability Insurance. (Current practice)
- (B) Life Insurance \$50K from \$10K
- (C) Long Term Disability maximum \$4,000 from \$2,500

4.4 Leaves.

- (A) Deletes restriction on usage of sick leave for care of children and spouse for minor illness. Covered under Federal Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).
- (B) Family Medical Leave
Adds "parents" and "parents-in law" to definition.
- (C) Sick Leave Incentive
Employee's discretion on cashing out. Preserves deduction from sick leave is option is exercised.
- (D) Sick Leave Pool
Adds provision for voluntary donation of sick leave and specifies City policy for method of conversion of benefit if difference in wage.

4.6 Wages

- 98-99 2.25%
- Starting 7/1/99, wages will be adjusted every 6 months by 1.5%

Continued on Next Page

Article 5 – Policy

- 5.2 Overtime/Compensatory Time
(B) Compensatory Time.
Accrual up to 60 hours. Rolling balance. Time used at employee's discretion unless would unduly disrupt City operations.
- 5.3 Working Assignment in a Higher Classification.
Compensation starts at 32 hours instead of 40 hours.
- 5.5 Safety and Protective Equipment.
Up to 5 sets of uniforms.
- 5.8 Discipline and Discharge.
(A) Discipline done in a manner not to embarrass employee before others.
(B) Discipline for Just Cause and normally discipline shall be progressive. There may be circumstances that permit suspension/discharge without going through progressive discipline.
(C) Due Process requires written statement for written warning and greater levels of discipline. Union needs to be sent notice of discipline at this level.
(D) Employee has access to personnel file upon request, mutually agreeable time.
(E) Employee reads and signs written material, evaluations, discipline placed in file. May have written statement attached. Time period specified for removal of disciplinary letters.

Article 8 – Term of Agreement

3 years – 7/1/98 through 6/30/01

*City Philosophy
re: who's comp*

APPENDIX A
AFSCME Contract 1998-2001
Lebanon Local 2043

Salary Ranges for the period from January 1, 1996 to June 30, 1996 are as follows:

<u>Position</u>	<u>Base</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>48 Month</u>
Engineering Tech I	1853	1969	2085	2202	2316
Engineering Tech II	1991	2115	2242	2364	2490

APPENDIX B

Salary ranges for the period from July 1, 1998 through June 30, 1999 are as follows:

07-01-98 2.25%

POSITION	LGPI Grade	BASE	12 MONTH	24 MONTH	36 MONTH	48 MONTH
Building Inspector	7	3082	3235	3398	3568	3745
Project Engineer	7	3082	3235	3398	3568	3745
Environmental Spec.	7	3082	3235	3398	3568	3745
Info. Systems Spec.	6	2728	2865	3007	3157	3316
Crew Chief	6	2728	2865	3007	3157	3316
Engineer Associate	6	2728	2865	3007	3157	3316
Engineer Tech III Inspec	5	2381	2500	2626	2757	2895
Senior Maint. Worker	5	2381	2500	2626	2757	2895
Engineer Tech. II	4	2006	2106	2212	2322	2438
Library Assistant II	4	2006	2106	2212	2322	2438
Project Assistant	4	2006	2106	2212	2322	2438
Sec.Acct. Payable	4	2006	2106	2212	2322	2438
Senior Services Sec.	4	2006	2106	2212	2322	2438
Maintenance Worker	4	2006	2106	2212	2322	2438
Accounting Clerk II	3	1846	1940	2037	2138	2245
Engineer Tech. I	3	1846	1940	2037	2138	2245
Court Clerk	3	1846	1940	2037	2138	2245
Dial-A-Bus Driver	3	1846	1940	2037	2138	2245
Secretary	3	1846	1940	2037	2138	2245
Secretary Data Entry	3	1846	1940	2037	2138	2245

APPENDIX B

Salary ranges for the period from July 1, 1999 through December 31, 1999 are as follows:

07-01-1999 - 1.5%

POSITION	LGPI Grade	BASE	12 MONTH	24 MONTH	36 MONTH	48 MONTH
Building Inspector	7	3128	3284	3449	3622	3801
Project Engineer	7	3128	3284	3449	3622	3801
Environmental Spec.	7	3128	3284	3449	3622	3801
Info. Systems Spec.	6	2769	2908	3052	3204	3366
Crew Chief	6	2769	2908	3052	3204	3366
Engineer Associate	6	2769	2908	3052	3204	3366
Engineer Tech III Inspec	5	2417	2538	2665	2798	2938
Senior Maint. Worker	5	2417	2538	2665	2798	2938
Engineer Tech. II	4	2036	2138	2245	2357	2475
Library Assistant II	4	2036	2138	2245	2357	2475
Project Assistant	4	2036	2138	2245	2357	2475
Sec.Acct. Payable	4	2036	2138	2245	2357	2475
Senior Services Sec.	4	2036	2138	2245	2357	2475
Maintenance Worker	4	2036	2138	2245	2357	2475
Accounting Clerk II	3	1874	1969	2068	2170	2279
Engineer Tech. I	3	1874	1969	2068	2170	2279
Court Clerk	3	1874	1969	2068	2170	2279
Dial-A-Bus Driver	3	1874	1969	2068	2170	2279
Secretary	3	1874	1969	2068	2170	2279
Secretary Data Entry	3	1874	1969	2068	2170	2279

APPENDIX B

Salary ranges for the period from Jan 1, 2000 through June 30, 2000 are as follows:

01-01-00 - 1.5%

POSITION	LGPI Grade	BASE	12 MONTH	24 MONTH	36 MONTH	48 MONTH
Building Inspector	7	3175	3333	3501	3676	3858
Project Engineer	7	3175	3333	3501	3676	3858
Environmental Spec.	7	3175	3333	3501	3676	3858
Info. Systems Spec.	6	2811	2952	3098	3252	3416
Crew Chief	6	2811	2952	3098	3252	3416
Engineer Associate	6	2811	2952	3098	3252	3416
Engineer Tech III Inspec	5	2453	2576	2705	2840	2982
Senior Maint. Worker	5	2453	2576	2705	2840	2982
Engineer Tech. II	4	2067	2170	2279	2392	2512
Library Assistant II	4	2067	2170	2279	2392	2512
Project Assistant	4	2067	2170	2279	2392	2512
Sec.Acct. Payable	4	2067	2170	2279	2392	2512
Senior Services Sec.	4	2067	2170	2279	2392	2512
Maintenance Worker	4	2067	2170	2279	2392	2512
Accounting Clerk II	3	1902	1998	2099	2203	2313
Engineer Tech. I	3	1902	1998	2099	2203	2313
Court Clerk	3	1902	1998	2099	2203	2313
Dial-A-Bus Driver	3	1902	1998	2099	2203	2313
Secretary	3	1902	1998	2099	2203	2313
Secretary Data Entry	3	1902	1998	2099	2203	2313

APPENDIX B

Salary ranges for the period from July 1, 2000 through December 31, 2000 are as follows:

07-01-00 - 1.5%

POSITION	LGPI Grade	BASE	12 MONTH	24 MONTH	36 MONTH	48 MONTH
Building Inspector	7	3223	3383	3554	3731	3916
Project Engineer	7	3223	3383	3554	3731	3916
Environmental Spec.	7	3223	3383	3554	3731	3916
Info. Systems Spec.	6	2853	2996	3144	3301	3467
Crew Chief	6	2853	2996	3144	3301	3467
Engineer Associate	6	2853	2996	3144	3301	3467
Engineer Tech III Inspec	5	2490	2615	2746	2883	3027
Senior Maint. Worker	5	2490	2615	2746	2883	3027
Engineer Tech. II	4	2098	2203	2313	2428	2550
Library Assistant II	4	2098	2203	2313	2428	2550
Project Assistant	4	2098	2203	2313	2428	2550
Sec.Acct. Payable	4	2098	2203	2313	2428	2550
Senior Services Sec.	4	2098	2203	2313	2428	2550
Maintenance Worker	4	2098	2203	2313	2428	2550
Accounting Clerk II	3	1931	2028	2130	2236	2348
Engineer Tech. I	3	1931	2028	2130	2236	2348
Court Clerk	3	1931	2028	2130	2236	2348
Dial-A-Bus Driver	3	1931	2028	2130	2236	2348
Secretary	3	1931	2028	2130	2236	2348
Secretary Data Entry	3	1931	2028	2130	2236	2348

APPENDIX B

Salary ranges for the period from Jan. 1, 2001 through June 30, 2001 are as follows:

01-01-01 - 1.5%

POSITION	LGPI Grade	BASE	12 MONTH	24 MONTH	36 MONTH	48 MONTH
Building Inspector	7	3271	3434	3607	3787	3975
Project Engineer	7	3271	3434	3607	3787	3975
Environmental Spec.	7	3271	3434	3607	3787	3975
Info. Systems Spec.	6	2896	3041	3191	3351	3519
Crew Chief	6	2896	3041	3191	3351	3519
Engineer Associate	6	2896	3041	3191	3351	3519
Engineer Tech III Inspec	5	2527	2654	2787	2926	3072
Senior Maint. Worker	5	2527	2654	2787	2926	3072
Engineer Tech. II	4	2129	2236	2348	2464	2588
Library Assistant II	4	2129	2236	2348	2464	2588
Project Assistant	4	2129	2236	2348	2464	2588
Sec.Acct. Payable	4	2129	2236	2348	2464	2588
Senior Services Sec.	4	2129	2236	2348	2464	2588
Maintenance Worker	4	2129	2236	2348	2464	2588
Accounting Clerk II	3	1960	2058	2162	2270	2383
Engineer Tech. I	3	1960	2058	2162	2270	2383
Court Clerk	3	1960	2058	2162	2270	2383
Dial-A-Bus Driver	3	1960	2058	2162	2270	2383
Secretary	3	1960	2058	2162	2270	2383
Secretary Data Entry	3	1960	2058	2162	2270	2383

**AGREEMENT
BY AND BETWEEN
THE CITY OF
LEBANON, OREGON**

AND

**THE LEBANON POLICE
ASSOCIATION**



JULY 1, 1998 - JUNE 30, 2001

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AGREEMENT AND PURPOSE

The parties of this Agreement are the CITY OF LEBANON and THE LEBANON POLICE ASSOCIATION, hereinafter named City and Association respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement.

ARTICLE I **RECOGNITION**

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the full-time (regular twenty hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix "A", attached hereto and by reference incorporated herein is a listing of all currently covered classifications. Supervisory employees, confidential employees, part-time employees, seasonal employees, and persons hired for a limited period under a specific Government Act (such as CETA Title VI) are specifically excluded.

ARTICLE 2 **NONDISCRIMINATION**

2.1 This Agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, age, creed, color, national origin, or political affiliation. The Association and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure.

ARTICLE 3 **ASSOCIATION RIGHTS**

3.1 Employees shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public employer on matters concerning employment relations.

3.2 The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in or legitimate activity as required in this contract on behalf of the members of this bargaining unit, nor will the City encourage membership in another union or association.

3.3 The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

- 3.4 A. Association members, not to exceed two, and/or the aggrieved party, will not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating contracts or under the grievance procedure; however, the City will not pay overtime to employees attending such meetings or negotiations.
- B. In all cases, the shift supervisor shall be given reasonable notice of when a member will be away from their assignment.
- C. Association officers (President, Vice President and/or Secretary-Treasurer) may be granted a cumulative total of up to 32 hours paid time per year, for attending Association functions other than those listed in Section A above. Such time off may be granted only if the department has adequate manpower on duty to cover the shift(s) from which an Association member will be absent. In no instance will the City be obligated to pay overtime in order to comply with this Section.
- D. The Association will be allowed to conduct Association business with no resultant pay loss for on-duty members who are available to attend, so long as they are immediately available upon direction from supervisors to perform needed policy functions.

3.5 The City shall, at no cost to the Association, provide the Association with the original copy of this Agreement. The cost of printing and of distribution shall be borne solely by the Association.

ARTICLE 4 FAIR SHARE

4.1 The City agrees to deduct the uniformly required Association membership dues once each month from the pay of those employees who have authorized such deduction in writing.

Any full-time employee who is a member of the bargaining unit and has not joined the association within thirty (30) days of this Agreement, or within thirty (30) days of becoming a full-time employee shall have deducted from his/her pay by the City as a condition of employment, a monthly service fee in the uniform amount of dues to the

Association and used on a pro rata basis solely to defray the cost for its services rendered in negotiation and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized deductions have been made.

New Probationary employees are entitled to Association membership within thirty (30) days of hire. They will be represented by the Association and guaranteed all rights and privileges, except that the Association will not represent them for termination within their initial probationary period.

4.2 The provisions of Section 4.1 hereof shall not apply if an employee objects in writing to the City, based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The City will provide the Association with a copy of any such letter within five (5) days of its receipt. In such instances, the employee shall authorize a deduction from his or her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the mutually satisfactory charitable organization as agreed to between the employee and the Association.

4.3 For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section 4.1 or 4.2 of this Article, dues or like amounts shall be deducted from any calendar month during which the employee works ten (10) working days or more.

4.4 The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. Such indemnification shall include, among other items, awards for court costs and attorney's fees up to three thousand dollars (\$3,000). The Association and the City each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

ARTICLE 5 HOLIDAYS

5.1 In lieu of holidays, an employee shall accrue one shift credit per month. The employee may elect to take the credit as compensatory time off (at a time mutually agreeable to the shift commander and the employee) or to receive pay in lieu of time off during the twenty-eight (28) day period that the holiday is accrued.

ARTICLE 6
HEALTH AND WELFARE

6.1 The City will provide eligible employees and their dependents a Health, Vision and Dental (with Orthodontia) insurance program which will provide substantially equal to or better benefits than those currently in effect, at no cost to the employees.

6.2 The City will provide at no cost to the employee, a monthly income disability insurance policy to eligible employees equal to the plan currently provided to other City employees.

6.3 The City agrees to provide liability insurance coverage for bargaining unit employees as required by applicable Oregon law.

ARTICLE 7
WORKERS' COMPENSATION

7.1 The City provides insurance coverage for all employees for injuries and illnesses arising out of and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injury or illness, he/she shall receive compensation as scheduled by the insurance carrier. Additional payment by the City of an amount equal to the difference in payments received from the carrier and the employee's regular salary shall be authorized for a period not to exceed six (6) months. Aggravation of a previous injury within one year of the initial injury shall not entitle the employee to an additional six months of benefits as stated above. In the succeeding six (6) months the employee may use accrued sick leave vacation and compensatory time to further extend the disability period. An employee who is receiving Workers' Compensation benefits shall turn over to the City all benefit checks received for time in which the City is liable for full salary payments under provisions of this subsection. The City may require medical progress reports prior to approval of such payments.

ARTICLE 8
RETIREMENT

8.1 For the duration of this contract, the City will continue to participate in the Public Employees Retirement System, or its successor. The City shall continue to pay ("pick up") the employee contribution in conformance with P.E.R.S regulations.

ARTICLE 9
LEAVES OF ABSENCE

9.1 Sick Leave

Sick leave will be accrued at the rate of eight (8) hours per month beginning with the employee's last date of hire. Maximum accrual being eleven hundred sixty (1160) hours. Sick leave may be used from the employee's initial date of hire.

- 1) Unused sick leave shall not be compensated upon termination except in the following circumstances:

ORS 237.153 outlines the use of fifty percent (50%) of accrued sick leave to be used in the calculation of the final retirement benefit.

The City hereby agrees to participate in this program.

- 2) Due to the relatively high public visibility of employees in this bargaining unit, an employee who is unable to work due to reasons described above will be expected to remain at his or her residence on days in which sick leave is used.

Exceptions to this provision may be made only for the employee to seek or acquire medical diagnosis, treatment and/or medication.

- 3) Misuse of sick leave is grounds for disciplinary action.
- 4) Sick leave will be allowed:
 - 1) When an employee is unable to work because of illness or off-the-job injury but not for disability resulting from outside employment;
 - b) In the event of a critical, life-threatening illness in the immediate family (as immediate family is defined in Section 9.2) when authorized by the Chief and which requires the presence of the employee.
 - c) Up to one day per occurrence may be used in the event of a serious illness of a family member of the immediate family (as immediate family is defined in

Section 9.2), which requires the presence of the employee.

- d) Pregnancy will be treated as any other illness.
 - e) For a doctor or dental appointment which could not reasonably have been scheduled on a non-scheduled work day.
- 5) The City may require a doctor's verification of illness, if deemed necessary. However, an employee who calls in sick on more than five (5) separate occasions in one calendar year may be required to provide the City with a doctor's written verification of the illness. Medical, Dental and/or optical appointments shall not be included among the above noted occasions.
- 6) The City herein agrees to allow an additional ten (10) days of sick leave to an individual in the bargaining unit that has exhausted his/her sick leave. The following conditions and criteria must be met:
- 1) The members of the bargaining unit may, by a majority vote, donate ten (10) days of accrued collective sick leave to be used by such individual.
 - 2) The Chief of Police has final authority to approve such a donation. His determination will be based on, in his judgement, the need of the individual to receive such sick leave, and also the determination as to the depletion of any given member's own accrued sick leave.
- 7) Accrued Sick leave. An employee may accrue sick leave up to a maximum of 1160 hours. An employee who has 960 hours of accumulated sick leave shall be paid thirty-three and one-third percent (33-1/3 %) of one day (defined as 8 hours) of salary at the end of each month in which no sick leave is used. Employees may also choose an election of payment for up to one (1) year's accrual (32 hours) to be paid November 30 of each year.

9.2 Compassionate Leave

In the event of notification of pending death or death in the immediate family (husband, wife, daughter, son, step-children, sister, brother, step-sister, step-brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother), the Chief of Police

may grant sufficient time off with pay to make funeral arrangements, if necessary and to attend the funeral. A maximum of five (5) calendar days per year may be granted, if warranted, and such leave shall not be charged to sick leave accumulation. The Chief may authorize additional leave on a case-by-case basis.

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

9.3 Jury Duty

An employee shall be granted leave with full pay whenever they are required to report for jury duty or jury service. Said employee shall report back to his/her supervisor immediately in the event court is canceled or ends prior to the end of the employee's shift.

Any pay received for jury duty under conditions of this section shall be turned over to the City.

9.4 Military Leave

Military leave shall be granted in accordance with the Oregon Revised Statutes, ORS 408.290.

9.5 Educational Leave

After completing one year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his/her employment.

The period of such leave of absence shall not exceed twelve (12) consecutive months.

Additional renewal of educational leave of absence, after the initial twelve (12) consecutive months, may be granted by the City Administrator.

9.6 Leave Of Absence Without Pay

A regular employee may be granted a leave of absence without pay for up to ninety (90) days when the work of the department will not be seriously handicapped by the employee's absence. Request for such leave must be in writing and must establish reasonable justification for the approval by the Chief of Police or City Administrator.

ARTICLE 10
VACATIONS

10.1 All regular full-time employees covered by this agreement will be entitled and encouraged to take vacation with pay during each year of employment. Vacation time will progress in days and hours per the following schedule:

Yrs. of Service	Days Per Year	Hours Per Month	Hours Per Year
1	10	6.66	80
2	11	7.33	88
3	12	8.00	96
4	13	8.66	104
5	15	10.00	120
6	16	10.66	128
7	17	11.33	136
8	18	12.00	144
9	19	12.66	152
10	20	13.33	160

10.2 An employee's earned but unused vacation credits shall be allowed to accumulate to a maximum of two (2) times the employee's annual rate of accrual.

10.3 New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to vacation leave pay. Upon termination of employment, a full-time employee who has completed at least six (6) full payroll months of continuous service shall receive pay for vacation credits earned, but not taken, for each full payroll month worked during the year of termination.

10.4 Scheduling of vacations shall be approved by the Chief of Police. Vacation periods granted shall have due consideration given to (a) minimum interference with City business; and (b) seniority within the department. Employees shall make their vacation requests at least thirty (30) days prior to the beginning of the date of their vacation. Extended vacations shall require at least sixty (60) days notice prior to the commencement of the vacation. An extended vacation shall be defined as any amount in excess of that earned during each year of employment.

10.5 If the employee chooses more than one vacation period, he/she may not exercise seniority of choice of the second, third, etc. vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

10.6 Employees off on scheduled vacation of five (5) consecutive workdays or more shall not be subject to call in unless:

- a) A bona fide emergency exists beyond the control of the City or;
- b) There are no other bargaining unit employees available for work.

ARTICLE 11
WAGES

11.1 Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix "A", which by this reference is incorporated into and made a part of this Agreement.

ARTICLE 12
EDUCATIONAL INCENTIVE PROGRAM

12.1 Intermediate Certificate

Each full-time employee who possesses an Intermediate Certificate from the Board of Police Standards and Training or has completed ninety (90) college credit hours shall receive, in addition to his/her regular monthly salary, \$60 per month.

12.2 Advanced Certificate

Each full-time employee who possesses an Advanced Certificate from the Board of Police Standards and Training or has completed one hundred eighty (180) college credit hours shall receive, in addition to his/her regular monthly salary, \$110 per month.

12.3 Each full-time employee who possesses a Masters Degree in law enforcement or two hundred forty (240) college credit hours in law enforcement related course work shall receive, in addition to his/her regular monthly salary, \$140 per month.

12.4 Each full-time employee who has completed two hundred seventy (270), -college credit hours in law enforcement related course work shall receive, in addition to his/her regular monthly salary, \$175 per month.

12.5 The payments provided for in this section shall not be considered as part of the regular wage for purposes of computation of overtime pay.

12.6 Education Reimbursement

The City of Lebanon shall encourage the employees to continue to develop themselves through special training and academic courses. The City of Lebanon will participate in an educational reimbursement program as follows, so long as the employee has made use of all available Law Enforcement Program Funds:

1. Where a program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books.
2. Where other funds are not available to the employee, the City of Lebanon shall pay for books and fifty percent (50%) of the cost of tuition.
3. To receive payment the employee must submit to the Chief of Police proof of completion of the course with a grade of "C" or better. The course must have been approved by the Chief of Police prior to taking the course. All college classes that apply to an AA, AS, BA, or BS or MS in the Criminal Justice field or job related, shall be considered eligible courses.
4. In the event that the employee leaves the employ of the City of Lebanon prior to one (1) years service and after completion of the course, the reimbursement will be deducted from his/her final paycheck.
5. The fall cost of tuition and books will be paid by the City of Lebanon for all courses taken at the request of the City of Lebanon.

12.7 Physical Fitness Program

The City will institute a physical fitness program, the general outline of which is attached to this Agreement.

12.8 Incentives Compensation. Employees shall be entitled to compensation for incentives from the date the employee is both , eligible for certification and submits application for payment to the Department.

ARTICLE 13
HOURS AND DAYS OF WORK

13.1 A normal workday is defined as a twenty-four (24) hour period commencing with the employee's scheduled shift day.

13.2 A normal work shift for employees shall consist of either eight (8) hours per day on the basis of a five day workweek (5-8 plan) or ten hours per day on the basis of a four day workweek (4-10 plan).

The City also has the option to schedule employees to work twelve (12) hour workdays on a program normally requiring one hundred sixty (160) hours of work in a twenty eight (28) day period (12 hour plan). Should such program be adopted, the City reserves the unfettered right to revert back to a more traditional schedule at any time.

Except in cases of emergency or shift change, the weekly work schedule shall be consecutive days.

13.3 A normal workweek shall consist of a forty (40) hour shift schedule during a seven day calendar period commencing midnight Sunday and ending midnight of the following Sunday, except for employees on a 12 hour plan.

13.4 Shift schedules and shift changes will be posted at least ten (10) days in advance of the date such schedule is to take effect. However, all employees off work due to suspension, disability leave, etc., will be considered to automatically be assigned to day shift (Monday through Friday) until their return to work and no advance notice of shift or schedule change will be required at either end of such leave.

Employees having less than eight (8) hours off between shifts for other than court time shall have the opportunity to split the next shift equally between accrued compensatory time and administrative leave with pay.

13.5 The Chief of Police reserves the right to assign personnel to work shifts deemed necessary, and further may assign personnel to work a different shift, under emergency situations, so long -as the aforementioned forty (40) hour workweek is not violated without proper compensation through the payment of overtime pay or compensatory time off.

13.6 All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each one-half (1/2) shift as designated by the supervisor. A forty five (45) minute lunch break shall be taken approximately midway in each shift.

Provisions of the subsection shall not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks shall be as designated by the person(s) in charge of the program.

13.7 Employees assigned to work as canine officers shall be granted six (6) hours of time off (to be scheduled in accord with the City) and six and one half (6 1/2) hours of overtime at the rate of time and one half per month as compensation for necessary care of the animal.

ARTICLE 14 OVERTIME

14.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay (to be calculated by dividing the employee's straight time monthly wage by 173.3) will be paid for work under any of the following conditions:

1. All authorized work performed in excess of any scheduled work shift;
2. All authorized work performed in excess of forty (40) hours in any workweek for employees scheduled to work eight (8) or ten (10) hour shifts or in excess of one hundred sixty (160) hours in a twenty-eight (28) day period for employees on a 12 hour plan.
3. Call back for purposes outside the aforementioned scheduled work shift, forty hour work week, minimum time guaranteed for overtime compensation being three (3) hours, but not limited thereto (the minimum referred to above does not apply to scheduled department meetings).

One staff meeting per quarter will also be exempt from the minimum three (3) hour call back provision stated above.

4. Court time incurred in the performance of work for the City, outside the aforementioned scheduled work shift, forty (40) hour workweek, or any other time the employee is not working within his/her regular scheduled shift. Minimum payment for court time is three (3) hours except when court is held within one (1) hour of the termination or start of employee's scheduled shift, on which occasion employee will receive overtime pay until the conclusion of said trial or his/her shift begins, whichever is the lesser. This includes civil court time when the matter is related to an employee's duties as an employee of the

City of Lebanon. However, court time incurred in the employ of another jurisdiction shall not qualify under this contract.

5. All overtime and call back is to be authorized by management personnel such other personnel as determined by the Chief of Police.
6. All overtime compensation shall be in the form of compensatory time off or cash. All overtime paid will be at the rate earned.

14.2 Compensatory time may be accumulated to a maximum of sixty (60) hours, to be taken at a mutually agreeable time, based on the operating needs of the Department. Upon termination, an employee shall receive cash for all hours accrued in the comp bank.

ARTICLE 15 **WORK ASSIGNMENT IN HIGHER CLASSIFICATION**

15.1 When an employee within the bargaining unit is assigned temporarily to fulfill substantially all the duties and responsibilities of a classification higher than his/her own he/she shall be paid for all time worked in the higher classification at a rate five percent (5%) above their normally classified rate.

ARTICLE 16 **SENIORITY/PROBATIONARY PERIOD**

16. 1 Seniority

Classification seniority shall mean the length of continuous service in the Police Officer classification, the Sergeant classification or the communications Clerk classification. Classification seniority accrued in one classification shall not apply to classification seniority in another classification

In the event of layoff and rehire within a classification, classification seniority shall prevail. An employee with classification seniority in more than one of the classifications listed above, shall have the right to use his/her respective classification seniority for bumping privileges into the other classifications.

As applies to vacation scheduling, classifications seniority shall prevail, provided said scheduling is compatible with the operating needs of the Department.

Seniority shall apply to none other than matters specified above and the matter of which officer is in charge in the absence of any higher ranking officer.

If an employee is promoted out of the bargaining unit and does not succeed in that position within the designated probationary period, he/she shall return to the bargaining unit and same classification without loss of seniority accumulated in the bargaining unit.

16.2 The City will provide the Union with a copy of the seniority list on July 1st of each year.

16.3 An employee shall lose all seniority in the event of voluntarily quitting or discharge.

16.4 Probationary Period

Every new employee hired into the bargaining unit shall serve a probationary period of eighteen (18) full months, except that new employees with prior experience that are certified or are certifiable shall serve a probationary period of twelve months.

The Association recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to the assignment of the right of the city to demote an employee on six (6) month promotional probationary status to his or her previous position.

ARTICLE 17
LAYOFF

17.1 If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of classification seniority.

17.2 The City agrees to notify the Association and the employees (simultaneously), not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

17.3 An employee who has been displaced to another job shall be given first consideration in filling a posted vacancy in his/her previous classification and department for a period of one year. Seniority shall prevail in this instance.

17.4 Any employee covered by this Agreement who may be on layoff due to force reduction shall be notified of the vacancy and privileged to return to work before any outside person is given employment, provided that such employees are competent to fill existing vacancies for a period of fourteen (14) months from the date of layoff.

17.5 It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by registered mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week, and shall report for duty within ten (10) days of the receipt of the notification by the City, unless prevented by just cause from reporting within the time period. An employee who fails to accept re-employment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

17.6 Employees laid off shall, if re-employed within fourteen (14) months, be paid at the wage rate for their period of service at the time of layoff in the classification at which re-employed.

17.7 Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification to which he or she may be transferred.

ARTICLE 18 DISCIPLINARY PROCESS

18.1 If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

18.2 Discipline for regular employees shall only be for just cause and will normally be progressive beginning with oral warning and proceeding to written warning, suspension, and finally to discharge. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. If a violation of City policy or work practices is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

18.3 The City agrees to furnish the employee a complete statement in writing at the time of written warning, suspension, or discharge, outlining the specific reasons for such action. Such reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered. At the same time the employee is presented with the statement, the Association and the Union shall be sent notice that a written warning, suspension, or discharge has been given to the employee.

18.4 Any employee upon his/her request, and at a mutually agreeable time, shall have access to his/her personnel files. Any employee may request management to reproduce his/her personnel file in part or in full for his/her individual use, and such reproduction will be accomplished as soon as is practicable.

18.5 Each employee shall have the opportunity to read and sign any written material, evaluations, or disciplinary actions prior to being placed in their personnel file. Employees shall have the right to respond in writing to such material and such response shall be attached thereto. Warning letters shall be removed upon request from an employee's personnel files twelve (12) months after issuance providing subsequent disciplinary actions of the same subject have not been placed in the employee's file during the twelve (12) month period. Letters of suspension or demotion shall be removed from an employee's personnel file after twenty-four (24) months.

ARTICLE 19 **SETTLEMENT OF DISPUTES**

19.1 For the purpose of this contract, a grievance is defined as a dispute about meaning or interpretation of a particular clause of this contract or about alleged violation of the contract. Verbal warnings shall not be subject to the grievance procedure.

19.2 Grievance will be processed in the following manner and within the following time limits:

Step 1. The grievance shall be reduced to writing, signed by the employee and/or the Association and shall include the following information:

- 1) A statement of the grievance and the facts upon which it is based;
- 2) Remedial action or request;
- 3) The section of the contract to which the grievance relates.

The grievance will be submitted by the employee within seven (7) calendar days commencing on the day after learning the facts leading to the grievance, to the first level of supervision outside the bargaining unit, with a copy to the Department Head. The Supervisor shall respond within seven (7) calendar days.

Step 2. The grievance along with all pertinent information shall be submitted to the Chief of Police with a copy to the City Administrator. The Chief of Police and the City Administrator shall meet with the aggrieved party and the Association representative, and shall render a decision within ten (10) days, excluding Saturdays, Sundays and Holidays, beginning with the day after the written grievance is received. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 3. The grieving party or representative shall notify the other party of intent to proceed to Step 3 in writing, within ten (10) calendar days of the rendering of the decision in Step 2 or the matter shall be considered dropped.

Step 3. Arbitration. An arbitrator shall be selected in the following manner: A list of five (5) Oregon arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall decide whether the City or the Association strikes the first name. The one name remaining after such striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall be asked to render a decision in twenty (20) calendar days. The power of the arbitrator shall be limited to interpreting of this contract and/or determining if it has been violated. He shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision shall be binding on both parties. The cost of the arbitrator's expenses shall be shared equally by the parties

19.3 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Association and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to adhere to timeliness contained in this Article shall result in the grievance moving to the next step.

19.4 A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Association that the matter has been resolved.

ARTICLE 20 UNIFORMS AND EQUIPMENT

20.1 Authorized uniforms and protective equipment as required by the department will be furnished by the City to each employee with replacement of the same when necessary through wear, destruction or changing of the uniform equipment. Equipment lost or damaged negligently may be replaced at the employee's expense.

20.2 Uniform cleaning will be furnished by the City. Such cleaning shall be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past or otherwise approved Police practices.

20.3 Employees assigned to the detective division or to plain clothes assignment shall receive a clothing allowance of \$500.00 per year, payable at the beginning of the fiscal year of new assignment.

ARTICLE 21
TRAVEL

21.1 When an employee is required to report for work at any location other than his/her established place of work, or whenever an employee, as part of his/her regular work or schools, training or other travel, is required to travel, utilizing his/her personal transportation, he/she will be paid at the I.R.S. rate in effect the previous January 1 for all miles traveled.

ARTICLE 22
NO STRIKE CLAUSE

22.1 During the term of this Agreement, the Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization when called upon to cross such picket line. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

ARTICLE 23
MANAGEMENT RIGHTS

23.1 Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed;
2. To manage and direct the work force, including, but not limited to the right to determine and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
1. To determine the need for a reduction or an increase in the work force;
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.

5. To implement new and to revise or discard, wholly or in part, old procedures, materials, equipment, facilities and standards;
6. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause (except a probationary employee)

ARTICLE 24
SAVINGS CLAUSE

24.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute section, sentence, clause, or phrase to replace that language declared invalid or unconstitutional.

ARTICLE 25
TERM OF AGREEMENT

25.1 This Contract shall be effective as of July 1, 1998, and remain in full force and effect until June 30, 2001

It shall remain in full force and effect from year to year thereafter, unless either the City or the Association, or both, shall serve written notice on the other party no later than January 31 of the year in which the Agreement expires, of its desire to modify the Agreement for any reason.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are - set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, 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 that they negotiated or signed this Agreement.

In the event that both parties find any non-cost section of this contract mutually unacceptable, the parties may develop a joint administrative memorandum to define the new procedure under which they both agree to operate.

This contract may be opened at any time during the duration thereof by mutual agreement of both parties.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.


ARTICLE 26
HISTORICAL CLAUSE

26.1 Agreements in the contract are not intended to nullify existing benefits to the employees under the City's current practice, unless specifically included in the contract.


Notwithstanding a non-written historical benefit that has not been used during a period of four (4) years commencing July 1, 1989, shall cease to be interpreted as a historical benefit.

FOR THE CITY OF LEBANON

FOR THE LEBANON POLICE ASSOCIATION



Mayor





Recorder

Date 8-3-98

Date 06-10-98

APPENDIX - A

Effective July 1, 1998 the City will match employee contributions up to \$100.00 per month into a deferred compensation program.

Effective January 1, 1999 the City will pay the full cost of the City Pre Paid Legal Plan on behalf of each employee for the life of the agreement.

Effective July 1, 1999 increase all wage rates by an additional one and one half percent (1 ½ %) in salary.

Effective January 1, 2000 increase all wage rates by an additional one and one half percent (1 ½ %) in salary.

Effective July 1, 2000 increase all wage rates by an additional one and one half percent (1 ½ %) in salary

Effective January 1, 2001 increase all wage rates by an additional one and one half percent (1 ½ %) in salary.