

COPY

AGREEMENT

Between

CITY OF GLADSTONE

and

LOCAL 350-03

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME)
AFL-CIO**

2013-2016

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PREAMBLE

This Agreement is entered into by the City of Gladstone, hereinafter referred to as the City, and AFSCME Local 350-03, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – UNION RECOGNITION

Section 1. Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full-time and part-time (defined as more than 20 hours per week) employees of the City of Gladstone in the classifications listed in Appendix "A" of this Agreement, excluding confidential and supervisory employees as defined under ORS 243.650, and temporary or seasonal employees working for less than 1039 hours in any twelve (12) month period, from date of hire.

Section 2. New Hires.

Whenever a new employee is hired into a position covered by the bargaining unit, the City will inform the Union of the name and address of the new employee, and will also advise the employee that AFSCME Local 350-03 represents workers of the City of Gladstone, and that they are covered by the Union's contract.

Section 3. Position Changes.

If the City establishes any new positions, or reclassifies any existing position, it shall notify the Union of the new positions, including position description, and whether or not it is in the bargaining unit, within seven (7) days. If the Union disagrees with the City's decision regarding inclusion or exclusion of the position, the parties shall meet within fourteen (14) days to discuss the matter. If agreement is not reached, the Union shall have the option of submitting the issue to the Employment Relations Board.

Section 4. Limitations.

Employees may only request that their position be reviewed once every other year. In addition, each request must be based on the requesting employee's good faith belief that his or her position has substantially changed.

ARTICLE 2 – UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership - Fair Share.

Membership or non-membership in the Union shall be the individual choice of an employee. However, any employee who chooses not to join the Union and who has been employed in the bargaining unit for a period of thirty (30) days shall make monthly payments in lieu of dues to the Union.

Any employee, who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union, shall make periodic payments in lieu of dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 2. Dues Checkoff.

The rights and responsibilities of employees in regard to dues checkoff as provided in ORS 292.055 shall apply to all employees covered by this agreement.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1. The City shall promptly consider and adjust employee grievances. A grievance shall be defined as a disagreement concerning an alleged violation or misapplication of this Agreement affecting an employee and/or the Union. This procedure shall be the exclusive means of resolving disputes arising under this Agreement. Furthermore, the City desires to adjust the cause of grievances informally. Both supervisors and employees are expected to resolve problems as they arise.

Grievances shall be processed as provided under this Article. Any resolution reached at any step will be reduced to writing.

Informal Resolution: Employees and management will first try to resolve grievances informally before proceeding to a written grievance.

An employee, with or without a Union representative, shall orally present the grievance to the immediate supervisor within ten (10) working days of its occurrence. The supervisor shall give a brief written and dated reply, within five (5) working days of the date of presentation of the grievance, not including the date of presentation.

Section 2. Grievance Steps.

Step 1 If the grievance is not settled informally, it shall be prepared in detail, (such preparation must include the grievant's name, article and section of the contract violated, all facts forming the basis for the grievance and that employee's requested remedy to correct the wrong) shall be reduced to writing, shall be dated, shall be signed by the aggrieved employee and shall be presented to the department head within ten (10) working days after the supervisor's reply is given, not including the day that answer is given. The department head shall reply in writing to the grievance within five (5)

working days of the date of the presentation of the written grievance, not including the date of presentation.

Step 2

If the grievance is not settled in Step 1, the written grievance shall be presented along with all pertinent correspondence, records and information accumulated to date to the City Administrator within five (5) working days after the department head's response is given, not including the date the response is given. The City Administrator shall meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the department head. The City Administrator shall reply to the grievance in writing within five (5) working days of the date of presentation of the written grievance.

Step 3

Mediation. If the grievance is still unsettled, the moving party will file for mediation, within ten (10) working days after the reply of the City Administrator or designee(s), is due, by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the ERB. The moving party will contact the ERB and request a mediator within 20 days of the City Administrator's response. Mediation will be scheduled with the mediator and must initiate within 60 days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4

If the grievance is still unsettled, either party may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration.

Section 3. Selection of Arbitrator.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) working days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) names. If the first list is unacceptable to either party, a second and final list shall be requested. Both the City and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Section 4. Expenses of Arbitration.

The arbitrator's fee and expenses shall be borne equally by the parties. Each party, however, shall be responsible for compensating its own representatives and any outside witnesses.

Section 5. Verbatim Record.

Either party may audio record the arbitration proceeding. Parties agree to share recordings, including a copy to the arbiter. In the event a partial or complete transcript is needed, both parties will share in the costs, including a copy to the arbiter if applicable.

Section 6. Arbitrator Decision Binding.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The parties do not waive any right of review provided by law. The arbitrator shall have the authority to consider only claims based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Section 7. Time Limits.

Any grievance not taken to the next step of the grievance procedure in accordance with the time limits contained in this article shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this Section.

If the City fails to meet or answer any grievance within the time limits prescribed for such action by this Section, such grievance shall automatically advance to the next step.

Time limits specified in this procedure must be observed, unless either party requests a specific extension of time, which, if agreed to, must be stipulated in writing and shall become part of the grievance record. Likewise, any step in the grievance procedure may be eliminated by mutual agreement in writing and shall be signed by all parties involved.

If the grievance procedures are not initiated within the time limits established by this Article, the grievance shall be considered not to have existed.

Section 8. Grievance Meetings.

All meetings or conferences held under this procedure shall be closed unless mutually agreed to otherwise. Participation in the confidential sessions will normally be limited to the individual employee, Union Steward, and City representatives involved.

ARTICLE 4 – DISCIPLINE AND DISCHARGE

Section 1. The City reserves the right to discipline any employee, provided that no employee shall be disciplined without just cause. Disciplinary action or measures shall include only the following: Oral reprimands reduced to writing, written reprimand; suspension without pay, with notice in writing; demotion or discharge. (note: oral reprimands are limited in the grievance process, in Article 3, to step 2, with final authority by the City Administrator. Employees may provide a written rebuttal to be attached to the oral reprimand.)

Counseling reduced to writing and other similar corrective measures are not considered discipline and will not be directly placed in an employee's personnel file, subject to Article 20.

Section 2. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the City has a reason to reprimand an employee it shall not be done before other employees who are not involved in the circumstances surrounding the discipline, nor before members of the public. No employee shall be disciplined or discharged unless he or she has violated a city or department policy, work rule, or regulation which can reasonably be supported by substantial evidence.

Section 3. Whenever an employee is directed to appear by management for the purpose of discussing or administering discipline, he/she shall have the right to have a union representative present, without unreasonable delay.

Section 4. No employee shall be disciplined or discharged without due process. For the purpose of this agreement due process shall be defined as:

1. Notice of the department policy or work rule that has been breached including sufficient facts;
2. An opportunity to be heard;
3. An opportunity to respond in writing to the charges; prior to imposition of discipline.

Section 5. In the event of discipline, (ie: oral (reduced to writing) or written reprimand, suspension, demotion, or termination) a written statement shall be given to the employee at the time the disciplinary action is imposed. The written statement shall clearly state the level of discipline imposed, include the complaint against the employee and the facts upon which the employer relies in support of the complaint, the policy or rule violation, and explanation of the sanction.

Section 6. The Union shall have the right to take up the suspension and/or discharge as a grievance under Step 2 of the grievance procedure and the

matter shall be handled in accordance with this procedure through arbitration if deemed necessary by either party.

ARTICLE 5 – STEWARDS

Section 1. Employees selected by the Union to act as Union representatives shall be known as “stewards”. The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union. Stewards shall not exceed three (3) in number.

Section 2. Stewards shall have the right during working hours, without loss of pay to investigate and process grievances, attend meetings with management scheduled for the purpose of conducting any and all Union business and distribute literature and information so long as in doing so they do not interfere with the work performance of other bargaining unit employees. Stewards exercising the above right shall first coordinate their absence from their regular duty with the immediate supervisor. The immediate supervisor will not unreasonably refuse to grant such activity.

ARTICLE 6 – HOURS OF WORK

Section 1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for a lunch period, unless the employee is assigned work other than consecutive hours. The lunch period shall be a minimum of thirty (30) minutes.

Section 2. Work Schedules.

Except for emergency situations, the City will not change weekly work schedules without two (2) weeks advance notice to the employee.

Section 3. Rest Periods.

All employees work schedules shall provide for a fifteen (15) minute rest period during each half shift. Rest periods shall be scheduled at the middle of each half shift whenever practical. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime will exceed a minimum of two (2) hours.

Section 4. Clean-Up Time.

Employees shall be allowed a reasonable amount of clean-up time during duty hours, prior to meal breaks and completion of shift.

ARTICLE 7 – HOLIDAYS

Section 1. All employees of the City shall be entitled to the holidays listed below. Employees shall receive regular compensation. Part-time employees holiday compensation shall be prorated as provided for in Article 15, Section 5.

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Veteran's Day
- f. Thanksgiving Day
- g. Christmas Day
- h. Washington's Birthday (President's Day)
- i. Martin Luther King's Birthday (Third Monday in January)
- j. Two Employee's Floating Holidays
- k. Any day declared a paid holiday for city employees by the City Council.

Section 2. If any such holiday falls on a Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.

Section 3. An employee who works on a recognized holiday as part of his regular work week shall be paid for the holiday and receive time and one-half (1-1/2) pay for all hours worked, subject to callback provisions in Article 17.3

Section 4. Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 5. If the holiday falls on the shift employee's normal day off, that employee may observe a different day, normally the following work day that does not fall on the shift employee's day off.

ARTICLE 8 – VACATIONS

Vacations shall be granted to all regular employees in the bargaining unit in accordance with the following schedule:

More than 1 year, but less than 5	80 hours/year*
5 or more years, but less than 10	120 hours/year*
10 or more years, but less than 15	136 hours/year*
15 or more years, but less than 20	184 hours/year*
20 or more years	184 hours/year*
+8 hours for each additional year up to a maximum of 200 hours.	

* Vacation is accrued at the end of the payroll period on a prorated monthly amount based on the yearly values above.

Employees shall be eligible for their vacation after the completion of six (6) month's service. Employees must have vacation leave accrued at the time of taking the leave. The City retains the discretion to allow employees to use unearned vacation leave prior to accrual on a case by case basis.

Vacation leave can accrue from year to year with a maximum accrual limit of three hundred twenty (320) hours. Employees with two hundred forty (240) or more hours of accrued vacation will be provided notice of accrued vacation balances, as well as the maximum accrual limit, on a month-to-month basis. Upon such notice, the supervisor and the employee will make efforts to agree upon a plan to reduce accrued vacation to a manageable level. Vacation accrued beyond the three hundred twenty (320) hour limit and not so utilized will be paid to the employee. Upon written request and approval by the City Administrator, vacation leave may accumulate beyond three hundred twenty (320) hours. In no event shall an employee lose accrued vacation if he is unable to use vacation through no fault of his own.

Employees may request vacation leave with reasonable advance notice as provided by City Policy. Department heads shall schedule vacations for their respective employees with due consideration for the desires of the employees and the work requirements facing the department. Vacation schedules may be amended to allow the department to meet emergency situations.

Vacation leave may be used in ¼ hour increments.

When two or more employees from the same department request the same vacation dates and all requests cannot be honored, vacation will be approved on the basis of first request with consideration given to seniority.

Vacation leave shall be prorated for any regular part time employees hired by the City according to the above schedule.

Vacation leave shall not accrue during any periods of layoff or unpaid leave of absence. An employee recalled within one (1) year of a layoff shall retain seniority for vacation accrual purposes.

Vacation sell back. Any employee may sell back to the city up to fifty (50) hours of accrued vacation time during any fiscal year, limited to the following conditions: Vacation reimbursement shall occur only once during any fiscal year for each employee, regardless of how many days are used;

The City Administrator or designee shall receive thirty (30) days prior written notice from any employee requesting vacation reimbursement;

In combination with Section (A), an employee must maintain an account balance of eighty (80) hours after the sell back to the city.

ARTICLE 9 – SICK LEAVE

Section 1. Accrual.

All full time employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. All part-time employees shall earn sick leave on a prorated basis as provided for in Article 15, Section 5. Sick leave shall accrue from the date of employment, but shall not be taken until after one (1) month. Sick leave shall not be accumulated in excess of 940 hours.

Section 2. Eligibility.

Employees are eligible for sick leave for the following reasons:

- A. Occupational or personal illness or physical disability.
- B. Quarantine of an employee by a physician for non-occupation related disability.
- C. Illness in the immediate family requiring the employee to remain at home. Immediate family shall be defined as spouse, child or parent who is permanently residing in the employee's immediate household at the time the illness occurs.
- D. OFLA and FMLA Leave. Leave for birth, adoption or placement of a foster child, or to care for the serious health condition of family members or the employee, will be administered in accordance with the provisions of the Oregon Family Leave Act (OFLA) and the Federal Medical Leave Act (FMLA). Employees utilizing leave under this Section for birth, adoption or placement of a foster child shall be allowed to use any form of earned, paid leave (vacation, compensatory time or sick time). Employees utilizing leave under this section to care for the serious health condition of family members or the employee shall exhaust all paid sick leave benefits before using other types of earned paid leave.
 1. If the period of disability because of childbirth or related circumstances extends beyond the time allowed under OFLA or FMLA, then the employee may take a leave of absence not to exceed one (1) year without pay or benefits. When the above occurs, the employee must work out the condition of the leave of absence with the department head, who shall submit it to the City Administrator for approval.

Sick leave shall be deducted based on every hour absent from work or fraction thereof to the nearest fifteen (15) minutes. Abuse of sick leave privilege may be cause for discipline.

E. Employees Enrolled in the Equitable Retirement Plan

Unused sick leave benefits to employees who have not used their maximum accumulation of 940 hours shall be as follows:

1. When 720 sick leave hours have been accumulated, then any sick leave over 720 hours may be used as personal time off, at the rate of four hours off for each eight hours of accumulated sick leave, at no time to exceed 120 hours.
2. An employee may not take sick leave benefit days off in blocks of more than five (5) days at one time.
3. Sick leave benefit days shall not be used along with accumulated vacation time.
4. Effective July 1, 2006 the maximum accumulation shall be 940 hours.

F. If required by the City Administrator or designee, sick leave with pay in excess of three (3) working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented him from reporting for work.

G. The City Administrator or designee may require an employee to report to a physician selected by and for the City for the purpose of physical examination and/or confirmation of another physician's findings. The cost of this examination will be paid by the City. An employee may be required to provide a signed medical record release waiver if requested by the City Administrator.

H. Employees shall report to their supervisor (leaving a voice mail or email is ok) the reason for absence prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Section 3. Leave Donation.

An employee who has unused vacation leave may donate vacation leave to another employee for that employee's use as sick leave during a serious illness. The employee making the donation must retain at least 40 (forty) hours of vacation leave for their own use. The conversion of one employee's vacation to another employee's sick leave shall be on an hour for hour basis. Any such

donation shall be submitted in writing by the donating employee and subject to approval by the appropriate department head(s) who shall provide a copy of the written request to the City's Personnel office. The employee receiving donations of vacation for sick leave shall not monetarily compensate the employee making such donation.

ARTICLE 10 – OTHER LEAVES

Section 1. Leaves of Absence.

Leaves of absence without pay or accrual of other benefits for a limited period not to exceed six (6) months may be granted for any reasonable purpose where, in the judgment of the department head, and as approved by the City Administrator for leaves exceeding 10 days, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be consistent with the needs of the City and approved by the department head. At the discretion of the department head, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. If an employee is denied a leave of absence, the department head or City Administrator/designee will state the reasons in writing. In the event an employee requests leave without pay from having exhausted all other paid leaves due to a medical condition, the City will engage in the interactive process to review any requested accommodations.

Section 2. Jury Duty.

Employees shall be granted leave with regular straight time pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service, or as the result of appearing under subpoena in a Court of Law.

Section 3. Bereavement Leave.

In the event of a death in the employee's immediate family, a regular employee may be granted leave of absence with pay not to exceed 40 hours. Part-time employees are prorated. Immediate family for the purposes of this Section shall be defined as spouse, same sex domestic partner, ex-spouse, child, parent, sibling, parent-in-law, child-in-law, grandparent, grandchild, step and half relations.

Section 4. Funeral Participation.

When an employee serves as a pallbearer or speaker in a funeral ceremony, he may be granted a reasonable time off, up to 4 hours paid leave, to perform such duty.

Section 5. Military Leave with Pay.

- A. Except as provided in subsection B of this Section, for all periods of annual active duty for training as a member of the National Guard,

National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the City of Gladstone is entitled, upon application therefore, to a leave of absence from his duties for a period not exceeding fifteen (15) days in any one (1) calendar year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which he is entitled.

- B. Unless the employee has been employed by the City of Gladstone for a period of six (6) months next preceding his application, no employee is entitled to receive pay for any period during which he is on military leave.

Section 6. Military Leave without Pay.

- A. Military leave of absence without pay shall be granted to a regular employee during a period of active duty with the Armed Forces of the United States.
- B. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as his last held position, at a salary rate prevailing for such class, without loss of seniority or employment rights. If it is established that he is not physically qualified to perform the duties of his former position by reason of such service, he shall be reinstated in other work that he is able to perform at the nearest appropriate class to his former class.
- C. Such employees shall make application for reinstatement within ten (10) days and shall report for duty within thirty (30) days following separation from active military duty. Failure to comply shall terminate military leave. If an employee voluntarily re-enlists, his military leave shall be deemed canceled.

Section 7. Conferences and Conventions.

Decisions concerning attendance at conferences, conventions or other meetings at City expense shall be made by the department head. Permission shall be granted on the basis of an employee's participation in or the direct relation of his work to the subject matter of the meetings. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.

Section 8. Union Leave.

Authorized Union representatives, upon written requests from the Union, may be given short term leaves of absence (less than thirty (30) days) to transact business for the Union in which they are a represented member. The Union will cooperate with the City by controlling requests for such short term leaves to a

maximum of one (1) employee at any given time and in a manner which will minimize interference with the City's operations. The Union may request an extension beyond the original thirty (30) days. Approval of such requests will be granted based on the City's operational needs.

Employees granted such leave shall be maintained on the payroll with full accrual of wages and benefits and the Union shall reimburse the City for all wage and wage-driven benefits costs associated with these leaves. The City will provide written documentation of the full wage and wage-driven costs to the Union.

ARTICLE 11 – SENIORITY

Section 1. Definitions.

Seniority is defined as total length of continuous service as a regular employee of the City. An employee's seniority shall be computed from the date of his/her employment with the City in any capacity. If two (2) or more employees were hired on the same day, the employee whose application was first filed shall be deemed the senior employee.

Section 2. Break in Service.

For the purpose of computing seniority, all authorized leave shall be considered as time worked, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, or Peace Corps leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of service. Employees who are laid off and subsequently reinstated shall retain their full seniority except that such period of layoff shall be deducted from the employee's length of service.

Seniority shall not be forfeited if an employee has a break in service of ninety (90) calendar days or less, provided such period shall be deducted from the employee's length of service.

Section 3. Seniority List.

A list of employee seniority shall be posted on January 1 of each year.

Section 4. Application of Seniority.

Where qualifications and abilities of more than one employee are equal, seniority within the City shall be the determining factor. This shall be applied in filling work out of classification assignments, temporary positions, administering the call-out list and for promotional opportunities within the City.

ARTICLE 12 – LAYOFF/RECALL

Section 1. Layoff.

A layoff means a permanent reduction in the City work force. If the City shall reduce its work force, layoffs shall be made within each job classification in a department on the basis of seniority or special job skills. A layoff out of the inverse order of seniority shall be made by the City if, in the City's judgment, retention of special job skills is required by the operating requirements of the department. Advance notice will be provided to employees the City intends to layoff. Such notice shall normally be provided as soon as plans are finalized, but not less than thirty (30) days prior to such layoff. Employees laid off for a period of more than twenty-four (24) months lose all seniority credits.

Section 2. Recall.

Employees shall be recalled according to seniority unless in the City's judgment special skills are required by Department operating requirements. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. A refusal to recall shall constitute voluntary termination and such employee shall lose his/her layoff status privileges and his/her seniority unless the employee is temporarily incapacitated by illness or injury.

No regular employee shall be laid off while temporary employees or Community Correction, are retained by the City in the classifications of the employees proposed to be laid off. Employees shall be recalled to part time and temporary positions as they occur. However, employees who accept such recall shall retain recall rights to their original position and hours.

Section 3. Recall List.

The City shall furnish to the Union, upon request, a current list of all employees in layoff status with recall rights.

ARTICLE 13 – POSTING AND FILLING OF VACANCIES

Section 1. When the City determines that a vacancy has occurred, it shall post on each bulletin board provided in accordance with Article 14 of this contract for not less than five (5) days, notices of job vacancies so employees may apply.

Section 2. All job vacancies shall, whenever possible, be filled by promoting qualified employees within the City service.

Section 3. Nevertheless, the appointing power may recruit applicants from outside the City service whenever the City has reason to believe that better qualified applicants are available outside the City service.

Section 4. The appointment to fill the vacancy shall be made on a competitive basis utilizing the criteria for appointments established in Section 2.1 of the City Personnel Rules. Where qualifications and ability are relatively equal, seniority within the City service shall be the determining factor.

ARTICLE 14 – BULLETIN BOARDS

Section 1. The City agrees to furnish and maintain three bulletin boards. One (1) in the Library, one (1) in the City Hall, and one (1) in the City Shops.

Section 2. The Union shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning Union matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

ARTICLE 15 – HEALTH AND WELFARE

Section 1. Medical, Hospital, Dental, Vision.

The City shall make available to employees in the bargaining unit and their dependents medical, dental, vision benefits, alternative care, as provided by the available rider, and prescription drug insurance coverage.

Employees shall contribute 10% of the total monthly premiums, through payroll deductions and the Employer shall contribute 90% of the total monthly premium.

Employees may select from plans as offered by the Employer: Kaiser, CCIS Co-Pay Plan B PPP or other. In the event an employee selects Co-Pay Plan 1-B, PPP, the employer will provide a monthly HRA/VEBA contribution to the employee as follows: (1/12th of the annual)

Plan Tier:	Employee Only:	\$500.00 annually
	Employee + child	\$1,000.00 annually
	Employee + children	\$1,500.00 annually
	Employee + Spouse	\$1,000.00 annually
	Employee + Family	\$1,500.00 annually

Effective July 1, 2013, the employer will contribute \$40 to each eligible employee's HRA/VEBA for consideration towards the past HRA/VEBA administrative fee.

Effective January 1, 2014, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

Effective January 1, 2015, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

Effective January 1, 2016, the employer will contribute \$25 to each eligible employee's HRA/VEBA for consideration towards HRA/VEBA administrative fee.

In the event an insurance carrier moves to a calendar year or a multiple tier contribution plan, other than those currently provided, the parties agree that such changes are outside the control of the parties, however, the parties agree to the duty to bargain the impact.

Section 2. Life Insurance.

The City shall maintain a minimum of \$10,000 of life insurance on all full time employees who become eligible twelve (12) months after their employment date.

Section 3. Long Term Disability Insurance (LTD).

The City will continue to provide at no cost to the employee, Long Term Disability Insurance benefit.

Section 4. Joint Insurance Committee.

The City will establish a joint Employer/Employee Medical Insurance Committee for the purpose of monitoring the current insurance program. The committee shall be a standing committee convened as necessary by the City Administrator or designee. The committee shall establish its own rules and timetable for meetings and will make a recommendation on the insurance program to the City Administrator. The committee will be composed of employee representatives from each department. AFSCME Local 350-3 shall be entitled to appoint up to three (3) representatives to this committee.

Section 5. Retirement.

For employees enrolled in the Equitable retirement plan the City agrees to continue participating in the City of Gladstone Employees Pension Trust by paying the City's amount required into each employee's pension account. In addition, the City agrees to continue contributing the employee's 6% to retirement. For each employee, the City's amount plus the employee's 6% shall total 17.35%, based on that employee's salary. The City agrees to enroll eligible employees in the Oregon State Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The City shall contribute and "pick up" assume, and pay a six percent (6%) employee contribution to PERS and OPSRP.

Upon retirement, fifty percent (50%) of an employee's unused accumulated sick leave shall be applied as provided for under ORS 238.350 and regulations established by PERS in the form of increased retirement benefits. For the purposes of this Article, "unused accumulated sick leave" shall be capped at a maximum of nine hundred forty (940) hours. Accrual greater than this maximum shall be subject to forfeiture.

Section 6. Part-time Employees.

Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below:

FTE	Prorated Benefits
.75% FTE or greater, but less than full-time	75%
.50% FTE or greater, but less than .75% FTE	50%

NOTE: Employer contribution for health insurance premium costs for part-time employees shall be pro-rated based on the total cost of the health insurance premium, as is current practice.

Effective upon execution, the 3 part-time employees eligible for health insurance under this agreement at this time, shall be grandfathered such that if they elect the CCIS Co-Pay Plan, PPP, now or in the future, the employer will provide the full HRA/VEBA values as described in Article 15, Section 1.

Section 7. IRS 125 plan.

The employer shall provide employees the option of participating in an IRS 125 plan.

ARTICLE 16 – WAGES

Section 1. Wages.

Employees in the bargaining unit shall be paid in accordance with the salary schedule attached hereto as Appendix "A",

Effective July 1, 2013, the hourly rate for each employee will be increased by \$0.14 (14 cents) per hour.

Effective July 1, 2014, the hourly rate for each employee will be increased by \$0.15 (15 cents) per hour.

Effective July 1, 2015, the hourly rate for each employee will be increased by \$0.16 (16 cents) per hour.

Note: *Appendix A, wage scale, represents a monthly annualized salary. Hourly rates are computed by the annual salary divided 2080 hours)*

Section 2. Step Increases.

Employees shall normally be hired at Step One (1). Upon completion of the employee's probationary period, the employee will be eligible for advancement to the next step of the salary schedule based upon merit and ability. Regular step increases will be awarded every twelve (12) months after the date of hire based on merit and ability as determined by the City and reflected in the employee

supervisor's Performance Evaluation which is based on the employee's classification description.

Section 3. Longevity/Career Recognition.

All employees will receive career recognition pay. Career recognition pay will be implemented as follows:

After ten (10) years of service, the employee shall receive an additional 1% of base wage monthly.

After fifteen (15) years of service, the employee shall receive an additional 2.5% of base wage monthly.

After twenty (20) years of service, the employee shall receive an additional 3% of base wage monthly.

The ten (10), fifteen (15) and twenty (20) years percentages are not cumulative.

Section 4. Clothing.

- A. City required clothing will be supplied by the city. Clothing will be replaced on "as needed" basis in the determination of the supervisor. City purchased clothing remains the property of the City.
- B. The City will provide safety boots to public works employees who require them in the course of their duties. If the employee elects to purchase his/her own boots, the City shall reimburse the employee upon a receipt up to \$150 per contract year. Work boots reimbursed by the City are property of the City and shall remain at the work site.
- C. The City shall make available laundering facilities for contaminated clothing per current practice.
- D. Compensation will be prorated for new hires.

ARTICLE 17 – WORKING OUT OF CLASSIFICATION & CALL BACK

Section 1. Whenever an employee is assigned by management to work for 8 (*eight*) or more hours in a classification above that in which the employee is normally classified, the employee shall be paid for the duration of such work in the pay range of the higher class at either the first step of the higher class or at a rate one (1) step higher than his or her regular rate of pay, whichever is more. The provisions of this Section shall not apply to training opportunities provided to employees.

Section 2. Whenever an employee is assigned Lead Work, he/she shall be compensated by premium pay in the amount of 5% base wage for all hours worked in such capacity as assigned.

Section 3. Call Back Pay: Employees who are called back to work outside of their regular shift shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times their regular rate unless the callback is within two (2) hours prior to their regular shift, in which event the pay will be for a minimum of two (2) hours. Employees required to perform overtime duties as a continuation of their shift are not subject to call-back pay.

ARTICLE 18 – MANAGEMENT RIGHTS

The City retains all the rights, decision-making functions, and authority, to manage the affairs of the City or any part of the City. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

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

- A. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit;
- B. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities;
- C. To determine the need for a reduction or increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures;
- E. To assign and distribute work;
- F. To assign shifts, work days, hours of work and work locations;
- G. To introduce new duties and to revise job classifications and duties within the unit;
- H. To determine the qualifications of new employees.

- I. Court ordered labor. The parties to this contract recognize the concept of court ordered community service labor. The City will screen prospective court ordered community-service labor in such a manner as to exclude any individuals who might present a threat to City employees or to City property.
- J. To discipline or discharge an employee for just cause;
- K. To determine the need for additional educational courses, training programs, on-the-job training, cross training;
- L. To determine the need for overtime and the classification to work such overtime.

The exercise of the management function or right which is not specifically limited by this Agreement is retained by the City.

ARTICLE 19 – WORKERS’ COMPENSATION

Section 1. All eligible employees shall be covered under the provisions of a statutorily required industrial accident insurance plan for industrial accidents and diseases (occupational injuries or illness that occur on the job). Normally, SAIF or Workers’ Compensation will pay a percentage of any employee’s regular salary for time lost from the job. Any employee who is eligible to receive time loss payments under the Workers’ Compensation Law shall, for the duration of such payments not to exceed six (6) months, receive only that portion of his regular salary which together with said SAIF or Workers’ Compensation payments will equal his regular net salary.

Section 2. During the six (6) month duration while the employee received SAIF or Workers’ Compensation benefits, accrued sick leave will not be deducted from the employee and the employee’s sick leave shall continue to accrue.

Section 3. After the six (6) month duration, should the employee continue to receive SAIF or Workers’ Compensation benefits, the employee’s accrued sick leave and/or accumulated vacation shall be deducted at the rate of eight (8) hours sick leave and/or accumulated vacation for each day the employee remains disabled.

Section 4. At such time that the employee no longer has accrued sick leave and/or vacation time, the employee shall receive only those benefits provided by SAIF or Workers’ Compensation.

ARTICLE 20 – PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official City personnel file. Grievance materials shall be kept in a separate file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her personnel file as described in this Article, except as provided in Article 4 related to corrective actions. Employer may maintain supervisory files for the purposes of yearly evaluations or record counseling measures. Employees will be provided written/electronic copy of matters placed in a supervisory file. Materials in the supervisory file will be purged after 24 months from when the corrective action was given.

Section 2. No information reflecting critically upon an employee shall be placed in the employee personnel file that does not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

“Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.”

If the employee is not available within a reasonable period of time, or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing, his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 4. An employee may include in his/her personnel file, copies of any relevant materials he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other materials which relate creditably on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed upon the mutual consent of the employee and his/her supervisor.

Section 5. An employee may, upon request, review and obtain copies of any of the contents of his personnel file or supervisory file.

Section 6. There shall be only one (1) official personnel file.

ARTICLE 21 – EXISTING PRACTICES

Only such existing and future work rules and benefits as are expressly and specifically covered by the terms of this Agreement shall be affected by the recognition of the Union and the execution of this Agreement. It is jointly recognized that the City must retain authority to fulfill and implement its responsibilities and may do so by work rules, oral or written, existing or future. It is agreed that no work rules will be promulgated or implemented which are contrary to the terms of a specific provision of this Agreement. All written work rules, existing or future, will be furnished to affected employees. The City agrees to reduce major changes in work rules to writing and provide the Union with such changes.

ARTICLE 22 – CONTRACTING/SUBCONTRACTING

Section 1. The Union recognizes that the City retains the right to contract and subcontract work provided that, as to work presently and regularly performed by members of the bargaining unit, the City agrees to afford an opportunity to the Union to make a presentation to the City Council on the effect of such action on the employment of the bargaining unit prior to the City finalizing and implementing a decision.

Section 2. The City agrees to provide notice to the Union and its Local President that it is considering contracting or subcontracting bargaining unit work at least twenty (20) days prior to consideration of such action at a public meeting. The City will provide the Union with all relevant information affecting the decision. Should the City Council decide to give the issue further consideration, the City will advise the Union of its timetable for decision making. Times will be set by the City Council in accordance with the City's timetable for the Union presentation. Such agreement by the City to allow a presentation shall constitute full and complete satisfaction of any City duty to bargain the decision and/or impact on employees of subcontracting required under ORS 243.

Section 3. The City agrees to give full consideration to all information and recommendations submitted by the Union in a timely manner, prior to making a final decision. Under no circumstances will the City make a final decision to contract out bargaining unit work without allowing such presentation and considering any Union input.

Section 4. Once the City makes a decision to contract out, it will place employees displaced by the contracting in vacant City positions, provided in the City's judgment, they meet the qualifications established by the City.

ARTICLE 23 – WAIVER AND SCOPE OF BARGAINING

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 by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

ARTICLE 24 – OVERTIME

Section 1. Time assigned by the City in excess of an eight (8) or ten (10) hour day (where the City has initiated a 4/10 work schedule) or forty (40) hours in a workweek shall be considered as overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay as shown on the salary schedule. The City may at its option compensate in the form of compensatory time off on a one and one-half (1-1/2) hour for each hour worked basis up to the first 240 hours of overtime worked.

Section 2. Overtime shall be computed to the nearest fifteen minutes, either way. However, personal clean-up time shall not count for purposes of overtime compensation, unless the employee was not provided the reasonable opportunity to personal clean up as provided by Article 6.4.

Section 3. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. However, the City will attempt to assign overtime to qualified volunteers first, and will, whenever possible, equally distribute overtime assignments among those employees who volunteer for the time and are qualified to perform the necessary work.

ARTICLE 25 – SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be in violation of State or Federal Law or held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon issuance of any such decision, the parties agree to meet to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 26 – CITY SECURITY

For the purpose of this Agreement, the word “strike” shall be defined as any interruption or cessation of services or other sanctions brought by the Union which the City, in its judgment, decides affects the operations of the City.

Section 1. During the term of this Agreement, the Union and the employees, as individuals or as a group, guarantee they will not authorize, initiate, cause, aid, condone, permit, participate or join in any strike, work stoppage, slowdown, sick-out, picketing (except informational picketing), or any other concerted interruptions of City operations and services by employees.

Section 2. In the event of a violation of this Article by the Union and/or the employees, the City may selectively, in addition to other lawful remedies, discipline such employees, up to and including discharge.

Section 3. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, slowdown, observance of a picket line, picketing, or any other interruption of work.

Section 4. In the event a dispute over a reclassification request remains unresolved, the above provisions of this article shall not apply.

ARTICLE 27 – PROBATIONARY PERIODS

Section 1. All initial appointments shall be tentative and subject to a probationary period of not less than six consecutive months service. Promotional appointments shall be subject to a probationary period of three months.

Section 2. In unusual cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no initial probationary period shall be extended beyond nine months total and no promotional period shall be extended beyond six months total. The employee shall be notified in writing of any extension and the reasons therefore.

Section 3. During the initial probationary period, the employee shall not be eligible for vacation benefits, but she/he shall earn vacation credits to be taken at a later date.

Section 4. Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

Section 5. During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointment, the promoted employee may be demoted at any level during the probationary period, without appeal, provided the employee be reinstated in the class designation from which he was promoted.

ARTICLE 28 – EMPLOYEE CONDUCT

Section 1. Personal business shall not be conducted during working hours.

Section 2. Employees shall be responsible to make timely payment of any monies owed to the City.

ARTICLE 29 – RESIGNATION

To resign in good standing, an employee shall give the City Administrator or his designee no less than ten (10) working days prior notice of such resignation unless the City Administrator or his designee agrees to permit a shorter period of notice because of extenuating circumstances. Employees will be given 24 hours to withdraw a resignation once submitted. Withdrawals must be in writing and provided to the City Administrator or designee. Resignations are considered accepted and valid after 24 hours from receipt. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service. In the event an employee is considering retirement, two months advance notice to the City Administrator is required.

Failure to comply with this section shall be entered in the employee's service record and may be cause for denying future employment with the City.

ARTICLE 30 – LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee consisting of Management representatives and at least three (3) AFSCME members will meet every two months, upon request of either party or more often by mutual agreement, to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement if neither party has any items for discussion. The Committee is limited to recommendations only.

ARTICLE 31 – TERM OF AGREEMENT

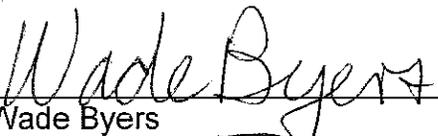
This Agreement shall be effective upon July 1, 2013, and shall continue in full force and effect until the 30th day of June, 2016. This agreement shall remain in

full force and effect during the period of negotiations or until notice of termination of this agreement is given by either party.

At the expiration of the contract on June 30, 2016 it shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing by January 31st of the expiring year of intent to negotiate a successor agreement. In the event that such notice is given, negotiations shall begin not later than three (3) months prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have set their hand this 12 day of August, 2013.

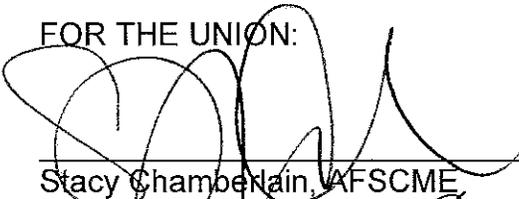
FOR THE CITY:



Wade Byers
Mayor


Peter Boyce
City Manager

FOR THE UNION:



Stacy Chamberlain, AFSCME


Chris Mott, AFSCME

APPENDIX "A" – SALARY SCHEDULE

CITY OF GLADSTONE

AFSCME

SCHEDULE OF MONTHLY SALARIES

Effective July 1, 2013

RANGE/CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13-U Library Assistant	2946.27	3093.27	3243.27	3404.27	3574.27
17-U Library Assistant II	3243.27	3404.27	3574.27	3750.27	3937.27
18 Assistant Acct Clerk	3287.27	3451.27	3623.27	3803.27	3991.27
22-U Court Clerk Account Clerk	3662.27	3844.27	4034.27	4236.27	4446.27
26-U Utility Worker, Journey Waterworks, Journey	3844.27 +5% for Utility Worker, Journey	4034.27	4235.27	4446.27	4664.27

Effective July 1, 2014

RANGE/CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13-U Library Assistant	2972.27	3119.27	3269.27	3430.27	3600.27
17-U Library Assistant II	3269.27	3430.27	3600.27	3776.27	3963.27
18 Assistant Acct Clerk	3313.27	3477.27	3649.27	3829.27	4017.27
22-U Court Clerk Account Clerk	3688.27	3870.27	4060.27	4262.27	4472.27
26-U Utility Worker, Journey Waterworks, Journey	3870.27 +5% for Utility Worker, Journey	4060.27	4261.27	4472.27	4690.27

Effective July 1, 2015

RANGE/CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13-U Library Assistant	3000.00	3147.00	3297.00	3458.00	3628.00
17-U Library Assistant II	3297.00	3458.00	3628.00	3804.00	3991.00
18 Assistant Acct Clerk	3341.00	3505.00	3677.00	3857.00	4045.00
22-U Court Clerk Account Clerk	3716.00	3898.00	4088.00	4290.00	4500.00
26-U Utility Worker, Journey Waterworks, Journey	3898.00 +5% for Utility Worker, Journey	4088.00	4289.00	4500.00	4718.00

APPENDIX B – DRUG & ALCOHOL TESTING POLICY

City of Gladstone

DRUG AND ALCOHOL TESTING POLICY

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Policy Statement

The City of Gladstone (City) is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, the City is implementing a substance abuse testing policy which applies to all applicants for, and employees who hold, "covered driver" positions.

The City recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with FHWA regulations, changes in which will supersede specific policy provisions.

Who Will Be Tested and When

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Highway Administration (FHWA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty. For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

Education and Training

The City will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers will receive specific information regarding the City's Drug and Alcohol Testing Policy and be informed of their

responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make “reasonable suspicion” determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes each for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

Employee Assistance Program and Self-Referral

The City will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance.

Employees seeking treatment for drug and alcohol abuse will be treated under the City’s current Union Labor Agreement.

An employee who voluntarily puts forth information to the City that he/she has a drug or alcohol related problem will provide the City with appropriate return to duty documentation from a Licensed Substance Abuse Professional.

The City Recorder/Human Resources Manager will provide information about existing leave and medical benefits provided under employment policies applicable to the driver at that time.

Prescription Medications

Under the City’s own authority, covered drivers are required to notify their immediate supervisors when they are taking prescription medications with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery).

The City does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication’s effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

Prohibitions

F.H.W.A. regulations specify the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty (“pre-duty use”).

- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L¹ or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see also "Discipline").
- 3) Covered drivers are prohibited from using alcohol after an on-the job accident until:
 - a. The Human Resources Department has determined that alcohol testing is not required, OR
 - b. A breath alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver to submit a urine or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

Investigation of Previous Testing

As a condition of employment, applicants for covered driver positions will be required to authorize previous employers to release specific information regarding previous alcohol and drug tests.

No pre-employment drug test will be required if an applicant for a covered driver position can document:

- 1) Participation in a drug testing program which meets FHWA requirements during the (30) thirty days prior to application
AND
- 2) a negative drug test within the (6) six months prior to application,
OR
 - a. Participation in a random drug testing program for (12) twelve months prior to application.
 AND
- 3) No violation of alcohol or controlled substance prohibitions within the six months prior to application.

¹ Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

The City reserves the right to require applicants to undergo pre-employment drug and/or alcohol testing, whether or not such documentation is provided.

Types of Drug and Alcohol Testing Required

The following are occasions for drug and alcohol testing under this policy:

1) Pre-employment Testing

Pre-employment drug testing is required for all covered driver positions, except as noted above (“Investigation of Previous Testing”). A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question.

A drug test result which is verified as positive for unauthorized use of controlled substances will disqualify the applicant for the covered driver position.

2) Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection “pool” has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: The City has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its covered employees. Selections occur quarterly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests equal to at least 25% of the number of individuals in the program will be completed annually.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration’s drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a coded list of individuals who have been selected for testing to the Human Resources Department.

- 3) The Human Resources Department or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the transmitted, coded list.
- 4) Immediately after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Human Resources will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

"Reasonable suspicion" means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) The City shall require a driver to submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver.
- 2) The City shall require a driver to submit to a controlled substances test when the City has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning controlled substances. The City's determination that there is sufficient reasonable suspicion requiring the driver to undergo a controlled substances test must be based on specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of chronic or withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors, if possible. But only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicate the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. The City will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection, or alcohol-testing site. The employee will NOT be allowed to proceed to the site unaccompanied.

Employees will have access to union representation if requested at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

Post-Accident Testing

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

**Covered THE CITY drivers see Section E.

Under FHWA regulations, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

The City will ensure that the employee involved in a reportable accident will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the City.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

The City will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Return to Duty and Follow-up Testing

FHWA regulations and this Policy require return to duty and follow-up drug and alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his/her drug abuse and/or alcohol misuse problem. Under these conditions, a negative drug and/or alcohol test is required prior to return to duty and at least six (6) follow-up tests are required during the twelve (12) months following return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. THE CITY will comply with these mandated testing requirements.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

Costs of Testing

The City will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The City will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a test result of negative, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The City agrees to pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle, as described in Appendix B.
- 2) Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA"). The City's primary drug testing laboratories are given in Appendix D.
- 3) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").

- 4) As a quality assurance measure, The City's drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100 applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the City annually.

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians (see Appendix C). Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
 - b. Within 20 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Human Resources Manager, which will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Human Resources Manager.

DRUG TEST RESULTS REVIEW

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the Medical Review Officer (MRO).

A positive drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
---------------------------	--	---------------------------------

Amphetamines	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL ¹
Marijuana (THC)	50 ng/mL	15 ng/mL ²
Opiates	300 ng/mL	300 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

¹ as benzoylecgonine

² as delta-9-THC

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the City.

Medical Review Officer Role

The MRO is a consulting physician who is a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders, symptoms, treatment, and toxicology. The MRO's primary function is to review, interpret and report positive test results of the applicant or employee. The MRO or his/her authorized representative will also report negative test results.

Before reporting a positive drug test result on a covered employee to the company, the MRO will give the "donor" (applicant or employee) a chance to discuss it. If a prescription drug is involved, the donor will be asked to provide the name of the medication and the prescribing doctor's name for verification. The MRO may review the employee's medical history, any relevant biomedical factors, and medical records made available by the employee to determine whether a positive test resulted from legally prescribed medication before verifying a test result as "positive" or "negative."

The MRO may communicate a positive result on a covered donor to the City if:

- 1) The donor has told the MRO or his/her authorized representative that he/she does not wish to discuss the results of the test; or
- 2) The MRO has spoken with the donor, and has concluded that the positive drug test result indicates unauthorized use of a controlled substance; or
- 3) The MRO can't reach the donor, and has asked the Human Resources Department to contact the donor and relay the message to contact the MRO; but the donor has not responded within (5) five days of documented receipt of the message.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or

other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the "split" portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending "split" specimen testing. If a donor requests testing of the "split" specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to individuals authorized by the City to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FHWA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:

- a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 2)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in his/her system below 0.04 will be subject to progressive discipline.
- a. On the first occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for the remainder of his/her shift. The covered driver would have the option of returning to work at the start of his/her next regularly scheduled shift but would remain in a non duty status until 24 hours had elapsed since the time of his/her test. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. This occurrence shall be considered a violation of this Policy, and will subject the employee to progressive discipline.
 - b. The second and any subsequent occasion in any two-year period in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. The time away from work may be considered vacation time or personal leave time, if such is available; otherwise, it will be considered leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
- 5) Any combination of verified positive drug and confirmed alcohol tests shall be treated under the drug discipline procedures.
- 6) Under the City's own authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive

disciplinary procedures. Before returning to duty, they must agree to the following conditions:

- a. First Incident
 - i. Meet all return to duty requirements of the FHWA
 - ii. In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo two (2) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.

- b. Second Incident
 - i. Meet all return to duty requirements of the FHWA
 - ii. In the event the Substance Abuse Professional does not specify any follow-up testing, shall undergo six (6) periodic unannounced drug and/or alcohol tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted under City authority, in addition to any other required tests.
 - iii. Enter into a pre-dismissal hearing including a last chance agreement.

- c. Third Incident
 - i. Termination (a pre-dismissal hearing will be allowed.)

7) Under the City's own authority, any covered driver who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to the following conditions:

- a. First Incident
 - i. Meet all return to duty requirements of the FHWA
 - ii. In the event the Substance Abuse Professional does not specify follow-up testing, the employee shall undergo six (6) periodic unannounced drug tests at the discretion of the Human Resources Department within one (1) year of returning to duty. These tests will be conducted in addition to any other required tests.

- b. Second Incident
 - i. Meet all return to duty requirements of the FHWA
 - ii. Enter into a pre-dismissal hearing including a last chance agreement

- c. Third Incident
 - i. Termination (a pre-dismissal hearing will be allowed)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FHWA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee. If the driver was found to need assistance in resolving his/her alcohol misuse or drug abuse problem, a minimum of six (6) such follow-up tests must be conducted during the twelve (12) months following the driver's return to duty.

RECORD KEEPING PROCEDURES

The City's Human Resources Department will maintain drug testing records in a secure filing system, separate from the City Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Human Resources Department or to the City drug testing management service (see Appendix D)

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.

- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/ or a verified positive drug test or from The City's determination that the driver engaged in conduct prohibited by FHWA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, The City will disclose information regarding post-accident alcohol and/or drug testing.

The City shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request authorizing release of the records to an identified person.

Record Retention

The following schedule of record keeping will be maintained by the Human Resources Department and his/her authorized agents:

- Negative and canceled drug test records; records of alcohol test results less than 0.02 1 year
- Specimen collection/alcohol test records; records of supervisor training 2 years
- Records of verified positive drug test results; alcohol test results of 0.02 or greater; refusals to be tested for drugs and/or alcohol; SAP evaluations and referrals 5 years
- Documentation of EBT calibration 5 years
- Calendar year record of total number of employees tested and the results of tests 5 years

INFORMATIONAL RESOURCES

Information on this Policy and associated procedures is available Monday through Friday, from 8 a.m. until 5 p.m. from:

*Human Resources Department
Telephone: (503) 722-3426*

Questions may also be addressed directly to The City's drug testing management service (see Section D).

Section A
Definition of Terms

For the purposes of this Policy, the following definitions apply.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident; OR
- d. As described in Appendix E for The City's covered employees.

Alcohol: Ethyl alcohol or ethanol

Human Resources Manager: Designated Manager with responsibility for implementing The City's Drug and Alcohol Testing Policy.

Blind Sample: A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician: An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection

to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

City: City of Gladstone

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with The City and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

DOT: United States Department of Transportation

The City: The City of Gladstone

FHWA: Federal Highway Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate "negative" urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for

reviewing and verifying drug testing results prior to their communication to the Human Resources Department.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

NIDA: National Institute on Drug Abuse. Formerly the agency under the U.S. Department of Health and Human Services responsible for certifying laboratories to perform federal workplace drug testing. This function is now performed by the Substance Abuse and Mental Health Services Administration (SAMHSA).

On Duty: Under this policy, a covered driver is "on duty" when he/she is at work and ready to perform safety-sensitive functions, e.g. qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial "screening" test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Observations of an employee's condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly, the National Institute on Drug Abuse (NIDA).

Screening or Initial Test: immunoassay screen to eliminate “negative” urine specimens from further consideration.

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional: Under DOT regulations, individuals who may serve as substance abuse professionals include:

- * licensed physicians (Medical doctors or Doctors of Osteopathy) or
- * Licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Human Resources Department will inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

Section B

Uneventful Collection Scenario

Under this Policy, drug testing specimens will be collected according to federal workplace drug testing requirements (49 CFR Part 40). The following is a brief summary of the collection procedure. Further details are available from the City drug testing management service (see Section D).

This process is for a standard collection with no unusual situations or anomalies. The collector should complete this standard collection utilizing the Federal Custody and Control Form. A summary of the collection procedures is listed below.

Preliminary Steps 49 CFR 40.61

- Positively identify the employee to be tested.
- Provide collector identification to the employee, if requested.
- Explain the basic collection procedure to the employee and show the employee the instructions on the back of the CCF.
- Direct the employee to remove outer clothing (coveralls, jacket, coat, and hat) and leave these garments and briefcase, purse or other personal belonging with the collector or in a mutually agreeable location.
- Direct the employee to empty his/her pockets and display the items in them.
- Instruct the employee not to list medications that he/she is currently taking on the CCF.

Collection Steps (Prior to Collecting the Urine Specimen) 49 CFR 40.63

- Complete Step 1 of the CCF.
- Instruct the employee to wash and dry his/her hands and instruct the employee not to wash his/her hands again until after delivering the specimen to the collector.
- Select, or allow the employee to select, an individually wrapped or sealed collection container. Either the collector or employee, with both present, must unwrap or break the seal of the collection container.
- Direct the employee to go into the room used for urination, provide a specimen of at least 45 mL, not flush the toilet and return to the collector with the specimen as soon as the void is complete.

Checking the Urine Specimen 49 CFR 40.65

- Sufficiency of specimen – Ensure that the specimen contains at least 45 mL of urine.
- Temperature – Check the temperature of the specimen no later than 4 minutes after the employee is given the specimen to ensure it is within the acceptable range of 90-100 degrees Fahrenheit. Mark the “yes” box on the CCF (Step 2) to indicate the specimen is within the acceptable range.
- Signs of tampering – Inspect the specimen for unusual color, presence of foreign objects or materials, or other signs of tampering.

Preparing the Specimens 49 CFR 40.71

- Check the box on the CCF (Step 2) to indicate a split specimen collection.
- Pour at least 30 mL of urine from the collection container into one specimen bottle, to be used for the primary specimen. (The specimen bottles must be unwrapped in the employee’s presence).
- Pour at least 15 mL of urine from the collection container into the second specimen bottle, to be used for the split specimen.
- Place and secure the lids/caps on the bottles.
- Seal the bottles by placing the tamper-evident bottle seals.
- Write the date on the tamper-evident bottle seals.
- Ensure that the employee initials the tamper-evident bottle seals for the purpose of certifying that the bottles contain the specimens he/she provided.

Completing the Collection Process 49 CFR 40.73

- Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name and day and evening contact telephone numbers (See attached sample CCF for reference).
- Complete the chain of custody on the CCF (Step 5) by printing your (the collector’s) name (this may be pre-printed), recording the time and date of the collection, signing the statement, and entering the name of the delivery service transferring the specimen to the laboratory (See attached sample CCF for reference).
- Ensure that all copies of the CCF are legible and complete.
- Remove the Copy 5 of the CCF and give it to the employee.
- Place the specimen bottles and Copy 1 of the CCF in the appropriate pouches of the plastic bag.
- Secure both pouches of the plastic bag.
- Advise the employee that he/she may leave the collection site.
- Prepare the sealed plastic bag for shipment to the laboratory by placing it in a shipping container and sealing the container, or prepare it for shipment as directed by the courier service if a laboratory courier will hand-deliver the specimen from the collection site to the laboratory.

- Send Copy 2 of the CCF to the MRO and Copy 4 to the DER within 24 hours or during the next business day. Retain Copy 3 for at least 30 days, unless otherwise specified by DOT agency regulations.
- Ensure that the specimen is shipped to the laboratory within 24 hours or during the next business day.

Section C

Breath Alcohol Testing Procedures

Under this Policy, breath alcohol testing will be performed according to federal workplace alcohol testing requirements (49 CFR Part 40). The following is a brief summary of the breath testing procedure.

- 1) **Timing of Breath Alcohol Tests:** Alcohol testing may occur any time a covered driver is on duty (see Appendix A for definitions of these terms). Testing will also be performed as part of the application process; applicants will be given adequate notice of this requirement prior to testing. Testing will occur at breath testing sites designated by the Wolfgang Assoc., drug testing management service (see Appendix D).
- 2) **Scope of Breath Alcohol Tests**
 - a. Breath alcohol testing procedures will conform to federal workplace alcohol testing requirements (49 CFR Part 40).
 - b. Testing will be performed only by qualified Breath Alcohol Technicians (see Appendix A, "Definition of Terms") using evidential breath alcohol testing devices listed on the Conforming Products List of the Nation Highway Traffic Safety Administration.
 - c. Testing locations will afford visual and aural privacy to the employee being tested, and unauthorized persons will be excluded from the testing area. Under post-accident conditions, privacy will be provided to the greatest extent practicable.
- 3) **Employee Signatures Required:** Employees will be required to sign the Breath Alcohol Test Form prior to and following the completion of the alcohol test. Refusal to sign Step 2 of the Form will be considered refusal to test.
- 4) **Screening Alcohol Test**
 - a. The Breath Alcohol Technician (BAT) will show the employee the test number associated with his/her test on the display of the Evidential Breath Testing device (EBT) prior to performing the test.

(The BAT will also show the employee the test result on the EBT display after the test.) The BAT will follow DOT requirements (49 CFR Part 40) in handling any discrepancies between the displayed and printed test information.

- b. Each breath test will be conducted with a new, individually-sealed mouthpiece. The employee will be instructed to take a deep breath and to blow into the mouthpiece of the EBT until the BAT says to stop.
- c. The test result will be printed on, or attached to the back of, the Alcohol Test Form.
- d. If the employee is unable after repeated attempts to provide an adequate breath sample, the BAT will document his or her efforts to conduct the test and notify the Human Resources Department or his/her designated representative by telephone.
- e. If the screening alcohol test result is less than 0.02, no further testing will be conducted. The result will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- f. Any screening alcohol test with a result of 0.02 or above will be confirmed by a confirmatory breath test.

5) Confirmatory Test

- a. The BAT will instruct the individual being tested not to smoke, use mouthwash, drink, eat, or otherwise put any object or substance in his/her mouth for a period of 15 minutes.
- b. Within 20 minutes of the completion of the screening test, the BAT will conduct a confirmatory breath test in the same manner as described above ("Screening Test"), except that an "air blank" must be conducted prior to the test. The result will be printed on, or attached to the back of, the Alcohol Test Form.
- c. If the confirmatory alcohol test result is less than 0.02, no further testing will be conducted. The test results will be reported to the Human Resources Department by a copy of the Breath Alcohol Test Form.
- d. If the confirmatory alcohol test result is 0.02 or greater, the BAT will immediately notify the Human Resources Department or his/her designated representative by telephone. A copy of the Alcohol Test Form will then be forwarded to the Human Resources Department.

- 6) **Results Reporting:** All test results will be transmitted in a confidential manner, with safeguards to prevent the disclosure of information to unauthorized persons.

Further details concerning the procedures for performing breath alcohol testing are available from the drug testing management service and/or the Human Resources Manager (see Section A and Section D).

Section D

Service Providers

The City needs to verify the following information is correct for drug testing. If not, then the current information should be inserted before execution and the person who is preparing the signature agreement should make these changes before the December Council Meeting

DRUG AND ALCOHOL TESTING MANAGEMENT SERVICE

The City's drug testing management service is:

WorkSAFE Service, Inc.
744 Hawthorne Avenue NE
Salem, OR 97301-4657
(503) 391-9363

This organization is responsible for overseeing compliance of agents of The City with federal regulations, including interacting with specimen collection and alcohol testing agents, designated drug testing laboratories and Medical Review Officers. It also performs random selections, submits blind specimens on behalf of the City, and maintains records as required by federal regulations.

MEDICAL REVIEW OFFICERS

Medical Review Officer services are provided through WorkSAFE Services, Inc. at the address shown above. The physicians with whom employees would speak in the event of a positive drug test result are:

Dr. Kirby Griffin

DRUG TESTING LABORATORIES

THE City will use drug testing laboratories which are SAMHSA-certified, as required by federal drug testing regulations. The primary laboratory on the effective date of this Policy is:

Oregon Medical Laboratory

The City drug testing management service may arrange for the services of a different certified drug testing laboratory in order to best serve the interests of the City.

SUBSTANCE ABUSE PROFESSIONALS

Under this Policy, covered employees who refuse testing, have alcohol test results of 0.04 or greater, and/or have verified positive drug test results must be referred by the Human Resources Department to a Substance Abuse Professional for evaluation. The City will maintain a list of such qualified individuals in its geographic area and make this list available to covered drivers as needed.

The City drug testing management service will assist the City in locating Substance Abuse Professionals in the driver's community upon request.

Section E Post Accident Testing

Under the City's own authority, any covered driver, employed by the City, directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating City equipment (resulting in property damage in excess of \$400.00) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Human Resources Manager. All post accident testing and procedures shall be consistent with FHWA Regulations.