

LOCAL
GOVERNMENT
LAW GROUP

A member of Speer Hoyt LLC

Carolyn H. Connelly
Christy K. Monson
Ross M. Williamson*
Diana Moffat
Mark A. Wolf
Rebekah Dohrman
Russell D. Poppe, *Of Counsel*
John A. Wolf, *Of Counsel*
*Also Admitted in Washington

November 16, 2018

Via Email and USPS mail

Philip Johnson, State Mediator (Philip.JOHNSON@oregon.gov)
Sarah Hackett, Mediation & Election Coordinator (Sarah.Hackett@Oregon.gov)
Oregon Employment Relations Board
528 Cottage St. NE, #400
Salem, OR 97301

Re: City of Albany Final Offer,
in response to Declaration of Impasse for AFSCME Local 2909-0 (General Unit)

Dear Sarah and Phil:

Attached please find the City's Final Offer Summary and Cost Summary.

Sincerely,

Diana Moffat
diana@localgovtlaw.com

cc. Jim Steiner, AFSCME
Jorge Salinas, City of Albany

CITY FINAL OFFER
City of Albany

1. All tentative agreements to date
2. Open Articles (attached):
 - a. Preamble
 - b. Article 1 – Recognition
 - c. Article 8 – Tern of Agreement
 - d. Article 17 – Health and Welfare
 - e. Article 18 – Wages
 - f. Article 23 – Overtime
 - g. Signature page
 - h. Payroll MOU
3. Current contract language on all remaining

PREAMBLE

1. This Agreement is entered into by and between the City of Albany, hereinafter referred to as the "City," and the City of Albany Employees' Local Union 2909, American Federation of State, County, and Municipal Employees AFL-CIO, Council 75, hereinafter referred to as the "Union" or "Local Union."
2. The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the City of Albany and the employees and/or the Union. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, maintenance of standards, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions unless and until such agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.
3. The City and the Union each waives the right and agrees that the other shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement unless such subject is specifically identified herein for future bargaining.

However, subject to the bargaining requirements of ORS 243.698, the City may change or issue rules, policies, procedures, and practices, provided they do not conflict with a specific provision of this Agreement. Should the Union believe the City has an obligation to bargain over the issuance or change in a rule, policy, procedure, or practice, it will make a demand to bargain pursuant to ORS 243.698.

- 4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex gender, sexual orientation, mental or physical disability unrelated to job performance, marital status, race, color, creed, religion, national origin, union membership or non-membership, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of this Agreement.**

ARTICLE 1 – CCL
BARGAINING UNIT/RECOGNITION

1. This Agreement shall apply to all regular employees of the City of Albany excluding supervisory, managerial, confidential, and other employees excluded by PECBA and further excluding employees who are included in police and firefighter units, employees employed as municipal transit system workers for the City, and temporary/seasonal or intermittent hires.

Temporary/seasonal hires may not consistently work in a position for a period that exceeds 1,040 hours in a fiscal year unless the appointment is to cover for an employee on approved leave. There shall be no restrictions on the use of a temporary hire to cover for an employee on approved leave. “Consistently,” as used in this section means three (3) consecutive fiscal years.¹

No extension to these defined periods will be allowed unless they are mutually agreed upon, in writing, by the parties.

In the event that any individual hired into a temporary/seasonal position exceeds these defined periods of employment without written agreement by the Union to allow these excess hours, the City shall within sixty (60) days either eliminate the temporary position or request funding for a regular-status position from the City Council. In the event that a regular-status position is approved, the City, in its sole discretion, shall determine how to fill that position. The provisions of this Article do not apply to temporary hires that are filling in for an employee on approved leave.

2. The terms "employee" and "employees" when used in this Agreement shall mean the individuals in the bargaining unit.

¹ Footnote: Temporary services workers are not and have never been considered part of the bargaining unit.

ARTICLE 8
TERM OF AGREEMENT

1. This Agreement shall be effective upon ratification by both parties unless a specific article has a different effective date and shall remain in full force and effect through June 30, ~~2018~~ 2022. Either party may notify the other in writing by January 31, ~~2018~~ 2022, of its intent to open negotiations for a successor agreement. It is the intent of the parties to commence such negotiations no later than ~~April~~ March 1, 2018 2022.
2. Should neither party open negotiations for a successor agreement, this Agreement shall automatically renew ~~for another three (3) year period ending June 30, 2021~~ on a yearly basis. Salary increases during an automatic renewal this three-year period shall be based on CPI-W in accordance with the provisions of Article 18. Should this automatic renewal occur, either party may notify the other in writing of its intent to open negotiations for a successor agreement by January 31, ~~2021~~ of the renewal year. It is the intent of the parties to commence such negotiations no later than ~~April~~ March 1, 2021 of the renewal year.
3. Upon opening negotiations for a successor agreement, this Agreement shall remain in full force and be effective during the period of negotiations, until, as provided in ORS 243.712, either party declares impasse. At such time that impasse is declared, the parties shall have all rights accorded by ORS 243.712.

ARTICLE 17
HEALTH AND WELFARE

1. The City shall provide \$75,000 of life insurance for employees.
2. The City shall maintain the long-term disability insurance benefit levels presently in effect for the duration of this Agreement.
3. The City shall provide medical, dental, and vision coverage for eligible employees and their dependents. Design of such benefit plans are within the City's discretion; however, the City will seek input from the City's Benefits Committee. An AFSCME Council 75 representative may attend Benefits Committee meetings as an observer.

During the life of this Agreement, the Union waives the right to bargain changes or file a grievance on changes in the current insurance plan benefits and levels of coverage when the change is made solely at the discretion of the carrier. If the insurance plan is canceled by the carrier during the term of this Agreement, the City will seek a recommendation from the City's Benefits Committee regarding replacement benefits. Such recommendation will not be binding on the City. The City shall secure replacement benefits at a similar level to the canceled plan in a timely manner.

Additionally, the parties acknowledge that it is in the best interest of the public for the City to periodically go out to bid on its medical, dental, and vision insurance plans and agree that the City may make a determination to do so at its discretion.

4. Effective July 1, ~~2015~~ 2018, health insurance premium contribution rates will be as follows:

HEALTH INSURANCE PREMIUM EFFECTIVE JULY 1, 2015 <u>2018</u>						
<i>PacificSource and MODA Health Insurance (Dental/Vision)</i>						
Status	PacificSource Medical	MODA Dental	MODA Vision	City-Paid Premium	Employee-Paid Premium	Total Premium
Employee	<u>\$595.65</u>	<u>\$63.19</u>	<u>\$26.11</u>	<u>\$657.55</u>	<u>\$27.40</u>	<u>\$684.95</u>
	\$649.29	\$60.82	\$24.86	\$710.59	\$24.38	\$734.97
Employee + Child (ren)	<u>\$1,052.09</u>	<u>\$131.46</u>	<u>\$49.53</u>	<u>\$1,183.76</u>	<u>\$49.32</u>	<u>\$1,233.08</u>
	\$1,146.72	\$126.54	\$47.16	\$1,275.96	\$44.46	\$1,320.42
Employee + Spouse	<u>\$1,282.90</u>	<u>\$111.85</u>	<u>\$46.36</u>	<u>\$1,383.47</u>	<u>\$57.64</u>	<u>\$1,441.11</u>
	<u>\$1,398.17</u>	\$107.66	\$44.14	\$1,500.07	\$49.90	<u>\$1,549.97</u>
Employee + Family	<u>\$1,727.03</u>	<u>\$180.15</u>	<u>\$69.74</u>	<u>\$1,897.84</u>	<u>\$79.08</u>	<u>\$1,976.92</u>
	\$1,882.53	\$173.40	\$66.41	\$2,052.71	\$69.63	<u>\$2,122.34</u>

HEALTH INSURANCE PREMIUM EFFECTIVE JULY 1, 2015 <u>2018</u>						
<i>PacificSource, Willamette Dental, and MODA Vision</i>						
Status	PacificSource Medical	Willamette Dental	MODA Vision	City-Paid Premium	Employee-Paid Premium	Total Premium
Employee	<u>\$595.65</u>	<u>\$43.49</u>	<u>\$26.11</u>	<u>\$638.64</u>	<u>\$26.61</u>	<u>\$665.25</u>
	\$649.29	\$44.38	\$24.86	\$699.50	\$19.03	<u>\$718.53</u>
Employee + Child (ren)	<u>\$1,052.09</u>	<u>\$76.97</u>	<u>\$49.53</u>	<u>\$1,131.45</u>	<u>\$47.14</u>	<u>\$1,178.59</u>
	\$1,146.72	\$78.55	\$47.16	\$1,238.52	\$33.91	<u>\$1,272.43</u>
Employee + Spouse	<u>\$1,282.90</u>	<u>\$94.06</u>	<u>\$46.36</u>	<u>\$1,366.39</u>	<u>\$56.93</u>	<u>\$1,423.32</u>
	<u>\$1,398.17</u>	\$95.99	\$44.14	\$1,497.90	\$40.40	<u>\$1,538.30</u>
Employee+ Family	<u>\$1,727.03</u>	<u>\$126.66</u>	<u>\$69.74</u>	<u>\$1,846.49</u>	<u>\$76.94</u>	<u>\$1,923.43</u>
	\$1,882.53	\$129.26	\$66.41	\$2,023.25	\$54.95	<u>\$2,078.20</u>

5. The City agrees that for the term of this agreement the maximum out-of-pocket will not exceed two thousand dollars (\$2,000) for employee only and four thousand dollars (\$4,000) for employee plus dependent(s). Additionally, the City agrees to maintain the current four-tier structure.

6. Effective July 1, 2018 for ~~the life of this Agreement~~ fiscal year 2016-2017, the City contribution for the medical insurance premium for regular, full-time employees will be ninety-six percent (96%) ~~ninety-six and seven-tenths percent (96.7%)~~ ~~ninety-five percent (95%)~~ of the total combined premiums for medical, dental, and vision insurance. Employees shall pay the remaining four percent (4%) ~~five percent (5%)~~ ~~three and three-tenths percent (3.3%)~~ of the premiums.

7. Effective January 1, 2020, for fiscal year 2017-2018, the City contribution for the medical insurance premium for regular, full-time employees will be ninety-five (95%) ~~ninety-six percent (96%)~~ of the total combined premiums for medical, dental, and vision insurance. Employees shall pay the remaining five percent (5%) ~~four percent (4%)~~ of the premiums.
8. ~~On January 1, 2017, and January 1, 2018, the~~ On January 1, 2019, of each year of this Agreement, the City will contribute one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage and two thousand dollars (\$2,000) ~~for to~~ each employee who elects coverage for employee plus dependent(s).

On January 1, 2020, the City will contribute one thousand five hundred dollars (\$1,500) to the VEBA for each employee who elects employee-only medical coverage and three thousand dollars (\$3,000) for each employee who elects coverage for employee plus dependent(s).

On January 1, 2021, the City will contribute one thousand five hundred dollars (\$1,500) to the VEBA for each employee who elects employee-only medical coverage and three thousand dollars (\$3,000) for each employee who elects coverage for employee plus dependent(s).

On January 1, 2022, the City will contribute one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage and two thousand dollars (\$2,000) for each employee who elects coverage for employee plus dependent(s).

Should an employee who elected employee-only coverage add a dependent(s) during the plan year due to a qualifying condition, an additional ~~one thousand dollars (\$1,000)~~ amount equal to the difference between employee-only coverage and employee-plus-dependent(s) coverage for the respective plan year shall be added to the employee's VEBA.

Newly hired employees shall receive full VEBA contributions effective upon activation of their City health insurance.

~~In the RFP, the~~ The City will request that the VEBA provider does not impose fees for employees seeking reimbursement of expenses.

- ~~9. The combined, cumulative out-of-pocket employee monthly premium costs for medical, dental, and vision insurance shall be limited to ninety-nine dollars (\$99.00). This provision expires June 30, 2018. On January 1, 2019, each employee will receive a one-time additional VEBA payment of one hundred dollars (\$100) for each employee who elects employee-only medical coverage and two hundred dollars (\$200) for each employee who elects coverage for employee plus dependent(s).~~

10. The City shall make the Flexible Spending Account under Section Number 125 of the IRS Codes available for all bargaining unit members.
11. Part-time employees who are regularly scheduled to work an average of at least 20 hours per week per pay period shall be eligible for benefits with the City paying a prorated portion of the cost based on the FTE assignment of the employee. A part-time employee who pays a portion of the benefits' cost has the option to waive coverage in accordance with the insurance carrier's policy requirements. Part-time employees regularly scheduled to work less than an average of 20 hours per week are not eligible for benefits.

~~Effective July 1, 2016, p~~Part-time employees in positions budgeted between 0.75 FTE and 0.999 FTE shall receive City-paid health insurance premium contributions at the same level as full-time employee. Part-time employees in positions budgeted between 0.50 FTE and 0.749 FTE shall receive City-paid health insurance premium contributions at seventy-five percent (75%) of the full-time employee rate. The employee shall pay the remaining twenty-five percent (25%). A part-time employee who pays a portion of the benefits' cost has the option to waive coverage in accordance with the insurance carrier's policy requirements. Part-time employees in positions budgeted at less than 0.50 FTE are not eligible for benefits.

The parties agree that should state or federal statutes, rules, or regulations impose any type of tax, fees, surcharges, or similar cost on the City as a result of the City providing employees with health insurance benefits or due to the level of benefits provided, the parties will negotiate the sharing of those costs among employees and the City pursuant to ORS 243.698.

ARTICLE 18
WAGES

1. Effective July 1, ~~2015~~ **2018**, bargaining unit employees shall receive a salary increase of two and one-half percent (2.5%).
2. Effective July 1, ~~2016~~ **2019**, bargaining unit employees shall receive a salary increase commensurate with the change in the National CPI-W between January of the prior calendar year and January of the current calendar year with a minimum of zero percent (0%) to a maximum of three percent (3.0%) of two percent (2.0%).
3. Effective July 1, ~~2017~~ **2020**, bargaining unit employees shall receive a salary increase commensurate with the change in the National CPI-W between January of the prior calendar year and January of the current calendar year with a minimum of zero percent (0%) to a maximum of ~~three~~ **four** percent (~~4.0%~~) (3.0%).
4. Effective July 1, 2021, bargaining unit employees shall receive a salary increase commensurate with the change in the National CPI-W between January of the prior calendar year and January of the current calendar year with a minimum of zero percent (0%) to a maximum of three percent (3.0%).

1. Longevity Pay

- A. Employees who are continuously employed by the City for ten (10) years or more shall receive an additional two percent (2%) longevity increase.
 - B. Employees who are continuously employed by the City for twenty-two (22) years shall be granted forty (40) hours of **administrative longevity** leave. This leave must be used within the following 12-month period. If these **longevity administrative** leave hours are not used during the following 12-month period, it will be cashed out. The employee may request to cash out the leave at any time during that 12-month period.
 - C. Employees who are continuously employed by the City for twenty-seven (27) years shall be granted another two percent (2%) longevity step.
2. In Lieu of Vacation Accrual (ILOVA) Pay – Employees who have been continuously employed with the City for at least 169 months and at least 229 months shall be eligible to elect to receive an additional three percent (3%) increase in salary in lieu of the additional vacation accrual above 11 hours and 13 hours respectively. Eligible employees must give written notice for the beginning of each fiscal year by December 31 of the prior fiscal year. The option selected by the employee will continue from year to year under this Agreement unless the employee requests a change in writing by December 31 of the prior fiscal year. The effective date for implementation of her/his elected option shall be triggered by the month in which s/he completes the applicable months of continuous service; the option will be effective the first of that month.
3. The City shall arrange for all interested employees to participate in the International City Management Association Deferred Compensation Program or the Nationwide Deferred Compensation Program. In addition, for any employee who puts in 0.5 percent (one-half of one percent) or more into one of the City's deferred compensation programs, the City will match up to a maximum of 0.5 percent (one-half of one percent) of employee's base pay. **Exception:** For employees in classifications covered by Articles 18A and 18B, the City will match up to a maximum of 0.5 percent (one-half of one percent) of employee's base pay plus certification pay.

Employees who select a Roth (after-tax) option for their deferrals, shall receive the City's one-half percent (0.5%) match as a pre-tax investment contribution.

8. Shift differential shall apply to all eligible employees in the bargaining unit.

- A. In order to qualify for a swing shift differential, the work shift must end after 9:00 p.m. and before 3:00 a.m.

(1) Swing shift differential shall be ~~sixty-five cents (65¢) per hour. Effective the first of the month following ratification, swing shift differential shall increase to seventy cents (70¢) per hour and to seventy-five cents (75¢) per hour on July 1, 2016, and to~~ eighty cents (80¢) per hour.

B. In order to qualify for a graveyard shift differential, the work shift must end after 3:00 a.m. Graveyard shift differential excludes employees whose shift begins after 4:00 a.m.

(1) Graveyard shift differential shall be ~~seventy five cents (75¢) per hour. Effective the first of the month following ratification, graveyard shift differential shall increase to eighty cents (80¢) per hour and to eighty five cents (85¢) per hour on July 1, 2016, and to~~ ninety cents (90¢) per hour ~~on July 1, 2017.~~

9. Special Provisions for Library Employees

A. Employees in the Library who are assigned work on Sunday shall receive an additional \$1.00 for each hour of work performed on that day.

B. Employees in the classifications of Library Assistant and Library Aide who possess a Master of Library Science degree, or its equivalent, from an American Library Association accredited university, shall receive a differential of five percent (5%) added to their base pay.

C. Employees in the Library who are assigned bilingual duties, such as conducting bilingual story time, providing interpretive services to Library patrons, and providing outreach services to the non-English speaking community, shall receive a differential of three percent (3%) added to their base pay. Assignment of such duties shall be at the City's discretion.

D. ~~Regular, part-time employees, employed within the classifications of Library Aide and/or Library Assistant, employed under an FTE (full-time equivalency) of less than full-time (40 hours/week), shall be eligible for an additional one dollar (\$1.00) per hour compensation for hours worked beyond the FTE under which they are hired. This provision expires June 30, 2018.~~

~~These~~ Employees are employed under an assigned FTE which allows them to be scheduled for a regular number of hours each week. Their FTE also provides for additional work hours during which they may be assigned to provide coverage when enough staff is not available. These employees are expected as a condition of employment to work their scheduled hours as well as to make themselves available to work enough additional hours to meet their FTE requirement.

10. A. All employees shall receive their step advancement annually on their Step Advancement Date. The City shall continue to advance all current employees covered by this Agreement one step on the salary schedule for each year of satisfactory service. However, an employee may not exceed the maximum rate for her/his salary range.

An employee's Step Advancement Date shall normally be as follows:

For an employee whose first day of work is between the 1st – 15th of the month, the step advancement date shall be the 1st of that month.

For an employee whose first day of work is between the 16th – 31st of the month, the step advancement date shall be the 1st of the following month.

B. An employee who is promoted or reclassified upwards, shall receive a one-step increase effective with the reclassification or promotion, or move to the first step on the higher classification, whichever is greater. Thereafter, the first of that month shall become the employee's new Step Advancement Date.

11. An employee assigned the duties and responsibilities of a higher-rated position as a supervisor or lead worker shall receive working-out-of-class compensation at five percent (5%) above her/his current regular rate of pay or the first step on the salary range of the higher-rated position, whichever is greater. Such an assignment must be in writing and must be authorized by the Human Resources Director. Verbal field assignments shall not be valid under this Article unless confirmed in writing by the Human Resources Director within two (2) working days of the assignment. Compensation under this article shall be payable only in the event the assignment lasts forty (40) consecutive hours or longer. Such compensation shall be retroactive to the first day of the assignment. An employee will be deemed to have been assigned

working-out-of-class duties and responsibilities of a supervisory or lead worker position when s/he has been assigned the responsibility and accountability for the essential functions as outlined in the job description of the higher-rated position as a supervisor or lead worker. Notwithstanding the above language, an employee who voluntarily accepts lead work duties as a developmental assignment to develop supervisory and management skills will not receive the five percent (5%) addition to wages. Such developmental assignment will be for no more than six months and must be in writing and approved by the Department Director and Human Resources Director.

12. Certification Pay

- A. Employees who are assigned to perform water distribution, cross-connection control, water treatment, wastewater treatment, and wastewater collection duties shall receive additional compensation for acquiring state-approved certifications in these fields. For each certificate, up to a maximum total of four, the employee shall receive compensation at one and one-half percent (1.5%) above her/his current regular rate of pay. The maximum total certification pay is six percent (6%) unless the employee is subject to subsection F below.
- B. Employees assigned water distribution and/or cross-connection control duties shall only be eligible for certification pay for certifications in water distribution and/or as a cross-connection specialist.
- C. Employees assigned wastewater collection duties shall only be eligible for certification pay for certifications in wastewater collection.
- D. Employees assigned water treatment duties shall only be eligible for certification pay for certifications in water treatment.
- E. Employees assigned wastewater treatment duties shall only be eligible for certification pay for certifications in wastewater treatment.
- ~~F. Employees who were receiving dual certification pay prior to the ratification of this agreement shall continue to receive dual certification pay as long as they maintain their certifications and remain in a classification subject to the certification pay which they are currently receiving. However, they will not be eligible for additional dual certification pay after June 30, 2013.~~
- G. It is the employee's responsibility to keep certifications current in order to continue receiving certification pay.
- H. Employees in the classifications of Street Maintenance Lead Worker, Street Maintenance I, and Street Maintenance II who successfully complete the Oregon Department of Transportation Roads Scholar Program shall receive additional compensation of six percent (6%) above their base rate of pay.
- I. Employees in the classifications of System Administrators, Network Engineer and Information Systems Technicians who successfully complete the Technical Installations in a High Voltage Environment Training including 40+ hours of intensive classroom and hands-on field training conducted by the National Technical Investigators Association (NATIA) and remain actively engaged with hands-on experience in the use, design and deployment of surveillance equipment shall receive additional compensation of five percent (5%) above their base rate of pay.
- J. Employees in the classification of Engineering Technician I, Engineering Technician II, Engineering Technician III, Engineering Technician IV, and Lead Engineering Technician who possess an Oregon Limited Plumbing Inspector – Building Sewers certification shall receive additional compensation of two percent (2%) above their base rate of pay when such duties are assigned on an ongoing basis as evidenced by being added to the employee's job description. Assignment and removal of such duties shall be at the City's discretion and is not grievable.**

13. Standby is defined as a period of time a designated employee is required to be available for immediate recall. All employees working in Streets, Water Distribution, Water Treatment, Canal, Wastewater Collection, Wastewater Treatment, **Environmental Services**, and Facility Mechanics will be required to be on standby as a condition of their employment with the City of Albany. Newly hired employees will be added to the standby list when deemed competent to perform standby duties at the discretion of their supervisor.

- A. When an employee is required to be on standby, the employee shall receive one (1) hour of pay at the regular rate for each eight (8) hours of standby time. Employees required to be on standby in their regular department shall have the option of receiving one (1) hour of pay or accruing one (1) hour of compensatory time.

When an employee is assigned to standby time on a holiday which would otherwise be regularly scheduled work time, the employee shall receive two (2) hours of pay at the regular rate of each eight (8) hours of standby time.

Standby compensation shall be prorated based on the fraction(s) of eight- (8) hour period(s) the employee is actually on standby duty.

- B. If issued a standby phone, it is the responsibility of the standby person to check the operability of the phone and to keep the phone within hearing range during all standby time. The standby phones shall not be used for personal business. The standby person will be expected to respond to all calls as quickly as possible, but in all instances, shall respond within one (1) hour or less. Response is defined as being at the job site if a City vehicle was driven home or at the City shops if a City vehicle was not driven home. Employees specifically authorized to respond to a call remotely (e.g., by computer) shall respond within fifteen (15) minutes. Permission to take a City vehicle home is solely within the discretion of the City, is revocable at the City's discretion, and will be subject to IRS regulations related to taxability. Employees driving a City vehicle home shall not use the vehicle for personal business.
- C. If an employee knows in advance that s/he will not be available for standby duty, it is that employee's responsibility to notify her/his supervisor in a timely manner so that the standby duty can be reassigned appropriately. Standby compensation will then be prorated based on the remaining assignment period, if any.
- D. In the event a standby person is unavailable due to illness or an emergency situation, that employee's supervisor will reassign the duty according to the written protocol of that work group. Standby compensation will then be prorated based on the remaining assignment period, if any.
- E. Employees who are on light duty or absent from work due to their own illness or bereavement leave are required to relinquish their standby assignment until they return to regular duty, unless specifically authorized by their supervisor to retain the standby assignment. This authorization shall not be unreasonably denied.
- F. An employee assigned stand-by duties may not consume alcohol products within eight (8) hours of beginning standby duties or become otherwise impaired or incapacitated. Failure to respond to the on-call supervisor or failure to respond to a callout in a condition able to perform work may be grounds for disciplinary action in accordance with the Collective Bargaining Agreement, Article 20, Discipline and Discharge, and City policy.
14. With approval of the Department Director and Human Resources Director, a supervisor may recognize an employee's outstanding performance and contributions with a direct or indirect monetary benefit in the form of a lump-sum payment, generally not to exceed three percent (3%) of the employee's base salary; additional time off with pay, generally not to exceed twenty-four (24) hours; or other similar award. The awarding of such benefits is solely at the discretion of the City. Such awards may be granted without expectation of continuation or equal treatment amongst employees. The City will not be obligated to negotiate the implementation, form, value, or cessation of such benefits.
15. Employees who are assigned bilingual duties, to interpret for Spanish-speaking clients of the City or to translate written material into Spanish, shall receive a differential of three percent (3%) added to their base pay when such duties are assigned on an ongoing basis as evidenced by being added to the employee's job description. Assignment and removal of such duties shall be at the City's discretion and is not grievable.

16. In the event weather considerations cause the City Manager, or her/his designee, to curtail all but essential operations, any employee required to remain on duty during the curtailment period that occurs and closes City offices during regularly posted hours of operation shall receive an additional one-half (1/2) hour of compensatory time or pay, in accordance with Article 23, for each hour or major portion thereof for work performed after the time that non-essential services are curtailed until that time that regular hours of operations would have otherwise ended. After that period, overtime will be provided in accordance with Article 23.

Should the employee be at the maximum accrual of compensatory time, as defined in Article 23, Overtime, paragraph 5B, the employee will be paid for the additional time worked.

ARTICLE 18A WAGES – BUILDING INSPECTORS

1. This Article supersedes the language in Article 18, Wages, Sections 1, 2, 3, 4, 9, and 10 for this classification: Building Inspector.
2. There is hereby established a minimum salary for this classification of \$4,175/month. This minimum base salary and the “Certification Factor” number as shown on the “SALARY LEVEL TABLE” will be increased by any approved cost-of-living adjustment that is received by the AFSCME Union, Local 2909, members as a whole.
3. In order to provide for improved customer service and to enhance the professional capabilities of bargaining unit members employed within the classification of Building Inspector, the Parties agree to the Professional Certification Compensation Incentive Program as shown on the attachments labeled “SALARY LEVEL TABLE” and “CERTIFICATION VALUE TABLE FOR BUILDING INSPECTOR.”
4. Compensation for certification(s) will begin the first of the month following notification by the employee to the City that s/he has received it/them and provide a copy/copies of the certification(s).
5. Compensation for Senior Inspector duties and Lead Inspector duties will begin the first of the month following assignment of such duties by the City.
 - A. Senior Inspector Duties:

Provides program-level direction and oversight in field inspections and plan reviews ensuring quality and consistency; provides advice and solutions on complex technical issues to Building Inspectors, developers, architects, engineers, contractors, and home owners; assists the Building Official and Assistant Building Official in the interpretation of federal, state, and local codes.
 - B. Lead Inspector Duties:

Provides area-specific (e.g., electrical, plumbing, plan review) advice to field inspectors on technical issues ensuring proper application codes; provides input to the Building Official, Assistant Building Official, Senior Building Inspector, and others on matters relating to her/his area of technical expertise.
6. The City reserves the right to adjust the point values assigned in the “CERTIFICATION VALUE TABLE FOR BUILDING INSPECTOR” and/or to add additional certifications to the table.

ARTICLE 18B PERMIT TECHNICIAN AND PERMIT CLERK

1. In order to provide for improved customer service and to enhance the professional capabilities of bargaining unit members employed within the classifications of Permit Technician and Permit Clerk, the Parties agree to the Professional Certification Compensation Incentive Program as shown on the attachment labeled “CERTIFICATION VALUE TABLE FOR PERMIT TECHNICIAN AND PERMIT CLERK.” This incentive pay is in addition to all other forms of compensation provided to employees in Article 18. Incentive pay will be increased by any approved cost-of-living adjustment that is received by the AFSCME Union, Local 2909, members as a whole.
2. Compensation for certification(s) will begin the first of the month following notification by the employee to the City that s/he has received it/them and provided a copy/copies of the certification(s).

ARTICLE 23 OVERTIME

1. Overtime for full-time, FLSA nonexempt employees working a regular work schedule is time worked in excess of forty (40) hours per workweek. Work schedules will not be changed solely for the purpose of avoiding overtime.

Time worked beyond regular schedules for part-time employees is at straight time until the hours worked exceed forty (40) hours per workweek.

In a work week that contains a City-observed holiday, the employee shall receive pay at a rate of time and one-half for hours worked in excess of her/his non-holiday scheduled hours of work.

2. Overtime shall be earned for the actual hours of overtime worked and paid at a rate of time and one-half the nonexempt employee's normal rate of pay. For the purposes of computing overtime, all paid vacation leave, compensatory leave, and sick leave hours shall be counted as hours worked. Overtime shall be assigned. The method to be used to assign overtime shall be reduced to writing, such methods may include but not be limited to rotation, assigned project, or other standardized procedure, as deemed appropriate by the City. In any event, if sufficient qualified personnel do not accept overtime work on a voluntary basis or in the event of an emergency, any or all employees deemed necessary by the City shall be required to work overtime on an assigned basis.
3. FLSA-exempt employees are not eligible for overtime pay. However, FLSA-exempt employees shall receive eighty (80) hours of administrative leave each fiscal year (July 1 – June 30).
 - A. Employees who work less than a full fiscal year shall have their administrative leave prorated at the rate of 6.67 hours for each full calendar month worked in the fiscal year.
 - B. At the discretion of the City Manager, once each fiscal year, an employee may request, in writing, to cash out up to forty (40) hours of administrative leave which shall be deducted from the employee's available balance.**
 - C. Employees who have used ~~or cashed out~~ administrative leave and have terminated prior to the end of the fiscal year shall be required to reimburse the value of such leave based on a proration of 6.67 hours of leave for each full calendar month less than a full year worked. Employees, through the provisions of this Article, authorize the City to deduct such reimbursement from their final paycheck.
4. Callback is defined as work time assigned by the employee's supervisor after the employee has left work for the day or is called in on a scheduled day off, unless the time extends to his/her work shift. For FLSA nonexempt employees, callback shall be compensated at the rate of one and one-half times (1-1/2) the employee's normal rate of pay, except that a minimum of one (1) hour's pay at the rate of two (2) times the employee's normal rate of pay shall be earned in the instance of callback.
 - A. It is further agreed that there shall be no more than one callback period paid for any one-hour block of time, which shall be counted as having begun with the arrival of the called back employee at the City's **premises** or designated worksite.
 - B. When the City deems it necessary to call back employees, such callback shall be considered a condition of employment. Employees who fail to respond to callback are subject to disciplinary action as defined in Article 28.
5. Employees may choose the method of compensation for overtime in accordance with the following:
 - A. Overtime pay computed at one and one-half the employee's regular hourly rate of pay. Overtime pay shall be paid at the end of the month following the time sheet period in which the overtime was worked.

- B. Compensatory time off earned at the rate of one and one-half hours for each hour of overtime. The accrual of compensatory time shall be limited to a maximum accrual of **one-hundred eighty hours (80100)**. An employee who has **one-hundred eighty (80100)** hours of compensatory time accrued shall receive pay for additional overtime worked. An employee who elects to receive overtime compensation as compensatory time off may not cash out the compensatory time. However, such unused time will be paid upon the employee's termination.
6. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or this Agreement. Additionally, all differentials and premiums shall be calculated on the employee's base wages. There shall be no compounding of such differentials and premiums. However, for employees in classifications addressed in Articles 18A, 18B, and 18C, their base wage shall include certification pay as addressed in those Articles.

The parties set their hand this ____ day of _____ 2016.

AGREEMENT RATIFIED BY AFSCME LOCAL 2909 ON ~~MARCH 9, 2016.~~

AGREEMENT RATIFIED BY THE CITY OF ALBANY ON ~~MARCH 23, 2016.~~

FOR THE UNION:

FOR THE CITY:

Sheena Dickerman, Union President

Peter Troedsson, City Manager

Bret Johnson, Union Representative

Danette Jamison, Human Resources Director

Kim Daniels, Union Representative

Chris Bailey, Public Works Operations Director

Laura Maxwell, Union Representative

Jorge Salinas, Deputy City Manager/CIO

Lisa Kirk, Union Representative

Jeff Blaine, PW Engineering & Community Dev. Director

Segundo Sam, Union Representative

Rick Barnett, Park and Facilities Maintenance Manager

Keith Volkers, Union Representative

Holly Roten, Senior Administrative Supervisor

Antonio Gisbert, Council 75 Representative

Memorandum of Agreement

between the

City of Albany

and the

AFSCME Association

This Memorandum of Agreement is entered into between the City of Albany, hereafter referred to as the City, and the AFSCME Local 2909, hereafter referred to as the Union.

The Parties acknowledge that the City is currently in the process of implementing a new financial information system that includes Payroll and Human Resources modules (hereafter collectively referred to as “HRIS”). The Parties recognize that the implementation of the HRIS modules necessitate modifications to current payroll and human resources practices and procedures, including changing from current monthly pay practices to semi-monthly pay practices. Therefore, the Parties agree that such modifications may not be consistent with provisions of the Collective Bargaining Agreement, and they will negotiate over those provisions under ORS 243.698.

Such negotiations will commence within fifteen (15) days from the date that the City notifies the Union, in writing, of the need to modify practices and procedures. Negotiations will be limited to those specific provisions in the Agreement identified by the City as impacted by the modified payroll or human resources practice or procedure.

Upon moving to the new semimonthly payroll cycle, an employee will receive pay on the following schedule for the July 31, 2019, paycheck and semi-monthly each paycheck going forward.

June 28, 2019	July 19, 2019	July 31, 2019	August 15, 2019
Final Paycheck old system (full month’s pay for June 1 - June 30)	Timesheets due new system	1st paycheck new system (pay for July 1 - July 15 timesheet plus any pay adjustments, including overtime, for June 16 - June 30)	2nd paycheck new system (pay for July 16 - July 31 timesheet plus any pay adjustments, including overtime, for July 1 - July 15)

Due to the impact of “trueing up the timesheet” and change in payroll cycles, the Parties agree to the following adjustments to pay and accrual practices:

- A) The City will provide an optional July 15, 2019, payroll. A Union member may choose to sell back any combination of accrual hours and compensatory hours up to their regular scheduled hours in a two-week period with the maximum accrual sellback being 80 hours.

B) The following accruals will apply to this one-time sellback option:

- a. Administrative Leave (if eligible)
- b. Compensatory Time
- c. Floating Holiday
- d. Vacation

C) The City will provide a form to Union members during the 2018 fall Open Enrollment. This form will allow a Union member to select the number of hours to be paid out and from which accrual and/or compensatory time they want paid out on their optional July 15, 2019, paycheck. The form will be due in the Payroll office no later than 5:00 p.m., December 31, 2018. This form will also include a declination that the Union member has been offered a July 15, 2019, payout and member is choosing to decline the option.

The parties also acknowledge the necessity to modify Union members monthly accrual earnings to semi-monthly. Union members will continue to earn the equivalent monthly accruals on a semi-monthly basis.

A. Article 9 – Vacation Leave

1st through 15th Accrual Rate	Equivalent Annual (hours)	16th through end of month Accrual Rate	Equivalent Annual (hours)	Total Annual (hours)
3.5 hours	42	3.5 hours	42	84
5.0 hours	60	5.0 hours	60	120
5.5 hours	66	5.5 hours	66	132
6.5 hours	78	6.5 hours	78	156
7.0 hours	84	7.0 hours	84	168

B. Article 11 – Sick Leave

1st through 15th Accrual Rate (hours)	16th through end of month Accrual Rate (hours)	Monthly Total	Maximum Accrual
4.0	4.0	8.0	950

C. Article 17 – Health and Welfare

Insurance premium contribution amounts as negotiated in the collective bargaining agreement effective July 1, 2018, will be paid on a semi-monthly basis.

City of Albany

AFSCME Local 2909

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

For ERB Use Only

Case No. ME-041-18

Date Filed 11/16/18

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 17- Health and Welfare Change in Premium cost split between Employer and Employee Current- 96%/4% January 1, 2020 - 95%/5%	\$3,111,656	*Unknown	*Unknown	*Unknown	*Unknown	*Depends on cost of insurance increase, which is unknown at this time; Cost sharing increase occurs 1-01-2020. See "Exhibit A"
Article 17- Health and Welfare VEBA Contribution	\$317,000	\$317,000	\$475,500	\$475,500	\$317,000 Includes Year 4 (see page 2)	See attached for detailed calculations, including year 4. See Exhibit "A"
Article 18- Wages	\$10,376,130	\$356,280	\$808,710	\$1,285,820	\$4,306,320 Includes Year 4 (see page 2)	See Exhibit "B "
Article 18- Wages Adding inclement weather pay for General Unit employees	Unknown	Unknown	Unknown	Unknown	Unknown	Depends on number of weather event closures that require essential personnel to remain on duty
Article 23- Overtime Increasing compensatory leave bank cap from 80 to 100 hours	Unknown	Unknown	Unknown	Unknown	Unknown	Depends on individual employee salary adjustments and roll-up
TOTAL (for each column)					\$ 4,623,320.00	Includes Year 4

Due to the current Financial/HRIS system at the City of Albany, both AFSCME General Unit and Transit Unit employees are grouped together as "AFSCME Union." This costing includes 10 AFSCME Transit Unit employees.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

For ERB Use Only

COST SUMMARY FORM

Case No. ME-041-18

Date Filed 11/16/18

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 4 of CBA			Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 17- Health and Welfare Change in Premium cost split between Employer and Employee Current- 96%/4% January 1, 2020 - 95%/5%	Unknown	Unknown				
Article 17 Health and Welfare VEBA Contribution	\$475,500	\$317,000			\$158,500	See Exhibit "A"
Article 18- Wages	\$1,285,820	\$1,855,510			\$1,855,510	Year 4 of 4 year contract See Exhibit "A"
TOTAL (for each column)					\$ 2,014,010.00	Year 4 only

Article 17- Health and Welfare

Health Insurance Premiums
PacificSource, MODA Vision & Delta Dental

City of Albany Final Proposal Costing

Effective July 1, 2018

AFSCME

Status		PacificSource Medical	MODA Vision	Delta Dental	City of Albany Contribution	Employee Contribution	Total Premium
Employee	40	\$595.65	\$26.11	\$63.19	\$657.55	\$27.40	\$684.95
Employee + Child (ren)	9	\$1,052.09	\$49.53	\$131.46	\$1,183.76	\$49.32	\$1,233.08
Employee + Spouse	40	\$1,282.90	\$46.36	\$111.85	\$1,383.47	\$57.64	\$1,441.11
Employee + Family	88	\$1,727.03	\$69.74	\$180.15	\$1,897.84	\$79.08	\$1,976.92

monthly \$259,304.72

Total Annual \$3,111,656.60

Note:

Based on current year premium rates:

* City pays approximately 96% of insurance premium for full-time AFSCME employees and their dependents and employees pay 4% premium

95% ER contribution = -31,116.57 at 2018 cost

City of Albany

Exhibit A

City of Albany Final Proposal Costing					
	Year 1	Year 2	Year 3	Year 4	Total
	July 1, 2018 - June 30, 2019	July 1, 2019, - June 30, 2020	July 1, 2020, - June 30, 2021	July 1, 2021, - June 30, 2022	4-year Agreement
COLA (as Percent)	2.5%	0-3%	0-3%	0-3%	
COLA (Maximum 3% in Dollars)	\$356,280	\$808,710	\$1,285,820	\$1,855,510	\$4,306,320
VEBA Contribution	\$317,000	\$475,500	\$475,500	\$317,000	\$1,585,000
Total	\$673,280	\$1,284,210	\$1,761,320	\$2,172,510	\$5,891,320

Article 17: Per Section 17.8

VEBA Contributions will be made in January each year as follows:

Current Employee Only = 39; Employee + 1 or more = 139

(Future status of employees unknown)

Year	Medical Coverage	Party/Family Medical	Total	Increase Above Current
2019	\$1,000	\$2,000	\$317,000	
2020	\$1,500	\$3,000	\$475,500	\$158,500
2021	\$1,500	\$3,000	\$475,500	\$158,500
2022	\$1,000	\$2,000	\$317,000	
			\$1,585,000	\$317,000