

Memorandum of Agreement

between the

City of Albany

and the

AFSCME Local 2909

Updated June 20, 2019

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 the Parties have negotiated the provisions below under ORS 243.698.

Upon moving to the new semimonthly payroll cycle, an employee will receive pay on the following schedule for the January 31, 2020, paycheck and semi-monthly each paycheck going forward.

December 31, 2019	January 17, 2020	January 31, 2020	February 15, 2020
Final Paycheck old system (full month's pay for December 1 – December 31)	Timesheets due new system	1st paycheck new system (pay for January 1 – January 15 timesheet plus any pay adjustments, including overtime, for December 16 – December 31)	2nd paycheck new system (pay for January 16 – January 31 timesheet plus any pay adjustments, including overtime)

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 January 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
 - e. Sick

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

B. Article 11 – Sick Leave

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

A. Article 9 – Vacation Leave

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. Employees will be allowed to continue to roll over comp. time hours from June 30, 2019, to January 1, 2020, up to a maximum of 180 hours for this sellback. An employee's maximum in their comp. time bank will be 180 hours until January 15, 2020, at which time their bank must be lowered to 100 hours prior to any other accrual banks being lowered.
 - b. FLSA exempt employees eligible to accrue administrative leave will be allowed to roll over administrative leave from June 30 to July 1, 2019, up to a maximum of 80 hours for this sell back. An employee's maximum in their administrative leave bank will be 160 hours up until January 15, 2020, at which time their bank must be lowered to 80 hours prior to any other accrual banks being lowered.
 - c. New employees hired after July 1, 2019, may make a one-time election to receive a payout on their January 15, 2020, paycheck within 10 calendar days of their date of hire.
 - d. This form will also include a declination that the Union-represented employee has been offered a January 15, 2020, (revised date) payout and the employee is choosing to decline the option. If an employee has failed to return a signed selection form, they forfeit his/her right to the one time sellback option.
- B) The City provided a form to Union members during the 2018 fall Open Enrollment. This form allowed Union members to select the number of hours to be paid out and from which accrual bank and/or compensatory time bank to deduct hours for the original July 15, 2019, optional pay out. On November 1, 2019, a form will be provided to employees who chose to participate during the provided window periods in 2018 and 2019. This form will allow employees to make adjustments (reallocate) what accrual banks the sellback deductions will be taken from for the January 15, 2020 (revised date), optional pay out. The form will be due to the Human Resources office no later than 5:00 p.m., November 15, 2019.

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.

Effective July 1, 2019, the Parties agree to discontinue the practice of rounding base salaries to the nearest dollar amount for current and future AFSCME Union salary schedules and all benefit and certification calculations based off of the salary schedule. Instead, all rounding will be to the nearest penny in the Payroll/HRIS system.

Upon the date of the last signature below, this MOU will become the status quo for the Parties and continue in effect until the Parties mutually agree otherwise.

For any other modifications to pay practices by virtue of the City's move to the HRIS, the City will provide written notice to the Union under ORS 243.698. Upon receipt of any bargaining demand from the Union, the Parties will comply with the PECBA mid-term bargaining obligations. 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.

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