

Collective Bargaining Agreement

between

The City of Albany, Oregon

and

*AFSCME Local 2909-1
(Municipal Transit Employees)*

Effective

July 1, 2018, through June 30, 2022

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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 2909-1, 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, gender, sexual orientation, mental or physical disability unrelated to job performance, marital status, race, color, creed, religion, national origin, union membership or nonmembership, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of this Agreement.

ARTICLE 1
BARGAINING UNIT/RECOGNITION

1. This Agreement shall apply to all regular employees of the City of Albany employed as workers for the City's municipal transit system, excluding supervisory, managerial, confidential, and other employees excluded by PECBA and further excluding 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.

ARTICLE 2
MANAGEMENT RIGHTS

1. Except as modified by a specific term of this Agreement, the City of Albany, in its sole discretion, retains and shall have: all rights related to management in the direction of its operations, resources, facilities, and services including the direction of the work force. Rights of the City include, but are not limited to: to determine the number, location, and types and use of facilities; to determine the type and/or quality of services rendered; to schedule services; to determine staffing levels; to determine safety issues; to determine workloads; to determine the methods, techniques, and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer, and recall the workforce; to assign work and change, combine, create, or abolish job classifications and job content; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.
2. Any of the rights, powers, authority, and functions the City of Albany had prior to the negotiation of this Agreement are retained by the City and the expressed provisions of this Agreement constitute the only limitations on the City's right to manage its business. The City by not exercising rights, powers, authority, and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority, and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

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

**ARTICLE 3
UNION SECURITY**

1. Each employee shall after a period of thirty (30) days of employment either join the Union or not. The Union Treasurer shall notify the City of the amount which shall be deducted monthly from each union member's compensation and remitted monthly to the offices of AFSCME Council 75 in Salem.
No employee shall be required to become or remain a member of the Union as a condition of employment. Each employee shall have the right to freely join or decline to join the Union. Each Union member shall have the right to freely retain or discontinue membership in the union. No employee shall be discriminated against on account of membership or nonmembership in the Union.
2. Such amounts as the Union Treasurer certifies to the City shall be the amount to be deducted hereunder.
3. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.
4. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability, and all costs of defending against such claims, including attorney fees, that may arise out of or by any action taken by the City for the purpose of complying with the provisions of this article. The Union has the right to retain legal counsel to defend the City in such a dispute, and the Union is responsible for all such defense costs including, but not limited to, attorney fees, investigation costs, and all other costs.
5. The City will continue to provide to the Union the following employee data in electronic format (preferably Microsoft Excel): employee names (first and last name in separate columns), employee ID number, applicable dues amounts, FTE status, union membership status, pay period begin and/or end date, and mailing address.
6. The Union will provide to the City a list of members from whom to deduct dues and any newly signed union membership cards no later than the 15th of each month.

**ARTICLE 4
UNION ACTIVITIES**

1. Union officers or authorized Union members shall be permitted leave without pay or use of accrued leave except sick leave for the purpose of conducting Union business. Such business may include, but shall not be limited to, appearing as a witness for the Union in matters pertaining to an unfair labor practice, Bureau of Labor and Industries' complaint, and unemployment hearings. In addition, leave without pay or use of accrued leave except sick leave may be granted for the purpose of attending meetings or conferences in which the Union wishes to be involved.

The City will notify the Local Union President of the date, time, and location of new employee orientations when such orientations including bargaining unit employees. This notification will include each new employee's name, department, classification title, FTE, and salary. The City will allow up to a total of two (2) duly certified Union representatives from the bargaining unit fifteen (15) minutes to speak to new employees at a City-scheduled New Employee Orientation about the Union's exclusive representation status and benefits and services available to the membership. This time will not be used to discuss labor/management disputes or bargaining status.

If the Union representative is an employee of the City, such time speaking at New Employee Orientation shall be without loss of pay. However, the City shall not incur an overtime obligation if the employee makes the presentation on nonwork time.

Within thirty (30) days of the execution of this Agreement, the Union will send the Human Resources Director written confirmation of the names of Union officers and stewards. It is the Union's responsibility to keep the list current. Employees whose names are not on the list shall not be provided any rights accorded to Union officers and stewards by this Agreement.

All time requested for leave under this provision must be made in advance of the time requested and shall be subject to the operational needs of the City. The City shall not incur any overtime obligations for Union activities and will make reasonable efforts to permit the leave time requested.

Grievance meetings: Representation during these meetings shall be permitted as defined within Article 29, Grievance Procedure.

2. Negotiation Team.

- A. This bargaining unit's negotiating team shall be composed of not more than two (2) members plus the Local President. However, no more than one (1) Transit Operator shall participate in negotiations. Bargaining team members shall be permitted to attend negotiating meetings with the City without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during duty hours of the members so attending. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

- B. The Union and City may agree to conduct joint negotiations between this bargaining unit (AFSCME Local 2909-1), the general AFSCME unit of employees working for the City of Albany (AFSCME Local 2909), and the City. Engaging in joint negotiations does not in any way impact Local 2909's standing as a strike-permitted unit, Local 2909-1's rights as a strike-prohibited unit, or the City's rights as defined in ORS 243. The Union's joint negotiating team is to be composed of not more than seven (7) employees, two (2) of whom shall be Transit Services employees represented by Local 2909-1. However, no more than one (1) Transit Operator shall participate in negotiations.

**ARTICLE 5
CITY SECURITY**

1. The Union will not initiate or engage in and no employee(s) will participate or engage in any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement.
2. Should a strike or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, shall respond to the City's request in writing.
3. Upon receiving notice of a strike or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.
4. In the event employees participate in a strike or other interruption of work in violation of this article, the participating employee(s) shall be subject to disciplinary action which may include discharge.
5. Actions for monetary damages arising from alleged violations of this article shall be enforceable in accordance to the decision reached in Circuit Court and shall not be subject to any grievance and/or arbitration provision set forth in this Agreement.
6. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

**ARTICLE 6
LOCKOUTS**

1. The City will not lock out employees during the term of this Agreement provided, however, that the City shall have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient in the City's judgment to warrant continuation of part or all of its operations.

**ARTICLE 7
SAVINGS CLAUSE**

1. Should any section or portion thereof of this Agreement be held invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, declared invalid by a final, unappealable order of the Employment Relations Board, or made illegal through the enactment of a federal or state law or through government regulations having the full force and effect of law, such action shall apply only to the specific section or portion thereof, directly specified in the action and shall not invalidate the entire Agreement. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
2. The invalidated provision(s) shall be subject to renegotiation by the parties conditioned upon either party notifying the other in writing of its desire to enter into such negotiations within thirty (30) days of the date the parties became aware of the invalidating action.

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, 2022. Either party may notify the other in writing by January 31, 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 March 1, 2022.
2. Should neither party open negotiations for a successor agreement, this Agreement shall automatically renew on a yearly basis. Salary increases during an automatic renewal period shall be based on CPI-W in accordance with the provisions of Article 18, Wages. 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 of the renewal year. It is the intent of the parties to commence such negotiations no later than March 1 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 9
VACATION**

1. Employees shall be eligible for paid vacation after six (6) months of continuous service with the City. Vacation benefits shall be computed from the date of hire.
2. Vacation allowances shall accrue based on the following schedule:

Months of Continuous Service	Monthly Accrual Rate	Equivalent Annual (hours)	Equivalent Accrual (days)
1 through 48 months	7 hours	84	10.5
49 through 96 months	10 hours	120	15
97 through 168 months	11 hours	132	16.5
169 through 228 months	13 hours	156	19.5
229 months and over	14 hours	168	21

However, the City may hire a new employee at a higher accrual rate, if necessary in the City’s judgment, to secure the most suitable candidate for employment.

Vacation accruals shall not be used until the first of the month after they are earned.

3. Employees who have 169 months through 228 months or 229 months or more of continuous service with the City shall be eligible to annually elect to receive the additional vacation accrual rate above 11 hours as indicated above, or they may elect to receive the salary increase indicated in Article 18, Wages, Section 6. 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.
4. Full-time employees shall earn vacation allowance for any month in which they receive compensation for eighty 80 or more hours. If such compensation is for less than the equivalent of full-time hours, the vacation accrual shall be prorated by the regularly scheduled FTE (full-time equivalency). Part-time employees who are regularly scheduled to work an average of at least 20 hours per week per pay period shall earn prorated vacation benefits.
5. The rate of vacation pay shall be the employee's regular straight time rate of pay.
6. Vacations will be granted for the time period as requested by the employee, subject to reasonable operational requirements. If the City is compelled by such operational requirements to limit the number of vacations at the same time, the employee with the greater seniority within the job classification within her/his work group shall be given preference of choice for vacation period. An exception to this seniority preference shall be made if a less senior employee has requested and has had her/his vacation granted prior to a more senior employee making her/his request.
7. A regular employee who has completed six full months of service and who is laid off, discharged, retired, or terminated from the service of the City for any reason prior to taking her/his vacation, s/he shall be compensated by check for all earned but unused vacation s/he accumulated at the time of separation.

8. An employee's earned but unused vacation credits shall not be allowed to accumulate beyond two times her/his yearly accrual rate unless such accumulation is the result of a denial by the City in writing of the employee's vacation request.
9. No division shall require more than two- (2) months' prior notification of requested vacation time.
10. It is understood that from time to time there will be unforeseen schedule changes that will be implemented by management. In such instances, affected employees will be afforded the opportunity to modify their vacation requests subject to other provisions of this article. In no event other than an emergency shall an employee's scheduled vacation be canceled with less than one- (1) month notice. If the City cancels an employee's approved vacation request, the City will reimburse the employee for nonrefundable deposits for travel (e.g., air, rail) and lodging if the employee confirms with written documentation that the deposits were made after the City approved the vacation and the employee made a good faith effort to cancel and seek refunds of the nonrefundable deposits.

**ARTICLE 10
HOLIDAYS**

1. The following holidays shall be recognized and observed as guaranteed paid holidays:

New Year's Day	Veterans Day
Martin Luther King, Jr., Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Twenty-four (24) hours of "floating holidays"

The Library Director may elect to keep the Library open the day after Thanksgiving and close it the day before Christmas. Should the Director so elect, employees of the Library will not receive holiday pay in addition to their regular pay if they work the day after Thanksgiving.

2. Eligible employees shall receive one day's pay, up to a maximum of eight (8) hours, for each of the holidays listed above on which they perform no work. If such compensation is for less than the equivalent of full-time hours, the holiday pay shall be prorated by the regularly scheduled FTE (full-time equivalency). Part-time employees who are regularly scheduled to work an average of at least 20 hours per week per pay period shall earn prorated holiday benefits. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.
3. When the observed holiday falls on a day on which the full-time employee is not scheduled to work, the employee shall receive eight (8) hours of straight-time holiday pay or compensatory time at the discretion of the employee. Such choice will be made prior to time sheets being turned in.
 - A. If a holiday is observed during an employee's paid vacation period, s/he shall receive holiday pay for the day; and s/he will not be charged vacation leave for that workday.
 - B. If any employee is on paid sick leave and a holiday is observed, s/he shall receive holiday pay for the day; and it shall not count against her/his accumulated sick leave.
 - C. If a holiday is observed during a period in which the employee is on unpaid leave, the employee shall not receive holiday pay.
4. If an employee is required to work on any of the observed holidays listed above, except floating holiday, s/he shall, in addition to the holiday pay, be paid time and one-half for all hours worked. Whenever an actual holiday is observed by the City on a different day, employees who work either, but not both, shall, in addition to the holiday pay, be paid time and one-half for all hours worked. If an employee works both the observed holiday and the actual holiday, the employee shall receive the holiday pay and the time and one-half pay for only one of those days.
5. When a holiday occurs on a day on which an employee is regularly scheduled to work more than eight (8) hours (such as for an employee working four 10-hour days), and the employee has scheduled paid time off, the employee may choose of one of the following options:
 - A. Receive eight (8) hours of holiday pay and charge two (2) hours against any of the employee's accrued leave except sick leave;

- B. Receive eight (8) hours of holiday pay and charge two (2) hours to leave without pay;
 - C. Change to a work schedule of five 8-hour days for the entire work week. To select this option, the employee must notify the supervisor at least seven days in advance of the start of the work week and receive the supervisor's approval; or
 - D. With the supervisor's approval, work two extra hours during the same work week. Notwithstanding Article 23, Overtime, paragraph 2, these extra hours of work will be paid at straight time.
6. Twenty-four hours of paid leave in the form of "floating holidays" shall be granted subject to the following conditions:
- A. The floating holidays would be days/hours off with pay to be taken at the discretion of the employee with the supervisor's prior approval.
 - B. Floating holiday shall be accrued according to the following table:

Earliest Month on Active Payroll	Number of Floating Holiday Hours
January	24 hours
February, March, April, May	16 hours
June, July, August, September	8 hours
October, November, December	0 hours

- C. If that employee is terminated or quits and did not use her/his floating holiday hours, s/he would receive pay for the hours not used. If the employee did not use her/his hours for other reasons, s/he would not be paid for these hours and they are not to be accrued.
- D. These floating holidays can be used during an employee's training period.

ARTICLE 11
SICK LEAVE

1. Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month of service which may be accumulated to a total of 950 hours. Part-time employees covered under this Agreement shall accrue sick leave proportionate to the number of hours in their regularly scheduled workweek divided by forty (40) hours. Sick leave shall not be used until the first of the month after it is earned.

All sick leave accrued prior to January 1, 1995, shall be banked and be available for the employee's use if required. It shall not be counted as a portion of the 950 maximum accrual listed in the above paragraph.

2. A. An employee may utilize sick leave for a doctor or dental appointment, but a minimum of one-half (½) hour will be charged. Sick leave may also be taken for serious illness in the employee's immediate family. (Immediate family for this provision shall be defined as: spouse, domestic partner, parent, stepparent, domestic/parent-in-law, stepparent-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, child—including stepchild or foster or adopted child of the employee or spouse—or child's spouse, grandparent, stepgrandparent, stepgrandparent-in-law, grandchild or any person in the employee's household.) Employees granted leave under this provision shall continue to accrue sick leave with pay.
 - B. Employees who are absent from work due to their own health condition or the health condition of a family member as described in paragraph A above for between three (3) and ten (10) consecutive work days must charge the leave to their accrued sick leave balance if sufficient accrued sick leave exists. For such absences that are for less than three work days or more than ten work days, employees may elect to charge the absence, in whole or part, to vacation leave in lieu of sick leave.
 - C. If hours are subtracted from an employee's sick account for any reason, PERS requires that it also be subtracted from their PERS sick account.
3. An employee who returns following a layoff or a leave without pay shall have reinstated sick leave credits previously accrued.
 4. Earned but unused sick leave shall not be compensated upon termination. However, upon the death of an employee, all unused sick leave will be paid to the surviving spouse or the employee's estate. Unused sick leave shall continue to be credited to an employee's final average salary computation in accordance with the provisions of the Oregon Public Employees Retirement System as permitted by law.
 5. Sick leave will be allowed only when an employee is unable to work because of illness or injuries or family and medical leave as adopted by this Agreement and applicable law but not when receiving payment for disabilities resulting from outside employment. Willful violation of sick leave use is recognized as grounds for discipline.

The City reserves the right to require that an employee provide a written statement from the care provider in all cases involving sick leave usage. The City shall not be arbitrary in exercising its right to require a doctor's note. The City may also require an employee to submit to a physical examination at the City's cost in order to determine her/his fitness for duty should the need arise, and such examination is permissible under state and federal laws.

If the City exercises its rights to require an employee to provide a written statement from a health care provider, the City will reimburse the employee for out-of-pocket or VEBA costs for the office visit upon the employee providing a bill.

6. If an employee is absent due to illness or injury for workers' compensation insurance, her/his compensation will be in accordance with Article 20, Workers' Compensation Insurance, paragraph 3.

7. Employees who are prevented, due to a nonwork related illness or injury, from performing their normal duties shall maintain employee status at least until all accrued sick leave, compensatory time, and vacation leave time have been depleted. The City agrees to continue its contribution for insurance benefits for employees on such leave while employee status is continued.
8. It is agreed that employees may donate any part of their accrued sick leave to any other bargaining unit employee who has a bona fide need for such a donation if agreed upon by the City. Each request will be examined on a case-by-case basis as to the allowance and amount. Departing employees may not donate their unused sick leave to another employee within the City. The City will not deny such donation in an arbitrary or capricious manner. Any amount of sick leave donated will be deducted from the account of the employee making the donation.
9. The City shall provide up to six (6) months of ongoing or intermittent leave status, which includes health benefits while the employee is in paid status, to employees who are unable to return to work because of an illness or injury not covered by workers' compensation. FMLA leave shall run concurrently with this six- (6) month leave. The six-month period shall begin with the effective date of the employee's FMLA event. The employee must use available accrued sick leave, compensatory time, vacation, and floating holidays during this period. At the conclusion of this period, if the employee has not been released to return to work by her/his treating physician, and is not currently eligible for family medical leave, s/he will be placed on layoff status and given the opportunity to continue health benefits under COBRA.
10. Upon an employee's retirement as defined in Article 19, Retirement, Section 4, the City will make available the value of one-quarter (25 percent) of the employee's OLD and NEW sick leave balances or one-half (50 percent) of the employee's sick leave balance with a 850-hour maximum, whichever is most beneficial to the employee or at the employee's discretion, for use as a credit toward the purchase of the City's health insurance premium should the employee choose this health insurance option as defined within ORS 243.303.

The sick leave value as described above shall be transferred to the VEBA for the employee's use for acceptable uses as stipulated by IRS and VEBA regulations.

**ARTICLE 12
FAMILY MEDICAL LEAVE**

1. The City shall comply with the requirements of state and federal regulations with regard to Family Medical Leave.

**ARTICLE 13
LEAVE WITHOUT PAY**

1. A regular employee may, at the discretion of the Human Resources Director and the City Manager, be granted a leave of absence without pay for up to six (6) months. Requests for such leaves must be in writing and must establish reasonable justification for approval by the Human Resources Director and the City Manager. An employee shall not accrue benefits or seniority during such leave. Leave time may be extended with the approval of the Human Resources Director and the City Manager.

**ARTICLE 14
BEREAVEMENT LEAVE**

This article applies to City-paid bereavement leave and how it interfaces with the Oregon Family Medical Leave (OFLA) when applicable.

1. City-Paid Bereavement Leave

- A. In the event a regular, full-time employee suffers a death in her/his immediate family, s/he shall be granted up to forty (40) hours of leave with pay per occurrence to grieve the death of a family member and for making arrangements or attending the funeral which shall not be deducted from her/his accrued leave or comp time.
- B. Regular, part-time employees are entitled to a prorated amount of leave, based on the employee's FTE, for bereavement purposes. For example, an employee whose FTE is 0.5 would be eligible for twenty (20) hours of bereavement leave – the hours equivalent to the employee's work week.
- C. Immediate family shall be defined in City Policy and shall include but is not limited to: spouse, domestic partner, parent or stepparent, parent-in-law or stepparent-in-law, brother or brother-in-law, stepbrother, sister or sister-in-law, stepsister, child (including step, foster, or adopted child of employee or spouse) or child's spouse, grandparent, grandparent-in-law, step-grandparent, grandchild, uncle, aunt, nephew, niece, first cousin, legal guardian parent, legal guardian child, or any person in the employee's household.
- D. At the employee's option, bereavement leave may be supplemented by use of sick or vacation leave or comp time with the supervisor's approval.
- E. Bereavement leave must be used within sixty (60) days of the family member's death. However, where the employee has informed the City of the death at the time of the event that the need for bereavement leave will be delayed, the employee has up to twelve (12) months from the date of the death to use her/his forty (40) hours of City bereavement leave.

2. OFLA-Qualifying Bereavement Leave (see OFLA regulations)

- A. Bereavement leave under paragraph 1 of this article will run concurrently with bereavement leave provided by the Oregon Family Leave Act (OFLA) when applicable. However, OFLA bereavement leave must be used within sixty (60) days of the event. Under paragraph 1 above, up to the forty (40) hours per event will be with pay; however, if the event is OFLA qualifying, employees may charge the remaining OFLA time to their accrued leave banks; or, if no leave is available, the employee may take leave without pay. The total bereavement leave time allowable shall not exceed eighty (80) hours in aggregate per event.

**ARTICLE 15
MILITARY LEAVE**

1. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) calendar days in the twelve- (12) month period of October 1 – September 30, as provided by law. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which s/he is entitled provided the employee receives bona fide orders to active duty or training duty for a temporary period and providing s/he returns to her/his position immediately upon expiration of the period for which s/he was ordered to duty. Leave without pay shall be allowed in accordance with Oregon state laws for employees entering the military service for extended or indefinite period of active duty.

**ARTICLE 16
JURY DUTY AND WITNESS LEAVE**

1. An employee required to appear as a subpoenaed, disinterested witness in a proceeding shall be granted a leave of absence with pay for the required period of time provided such service is for no more than ten (10) work days per year. When service as a witness extends beyond ten (10) work days, compensation paid by the City to the employee for that period shall be reduced by any money received from other sources for the appearance as a witness except for those amounts received for mileage and meals.
2. Employees shall be granted a leave of absence with pay for service upon a jury provided such service is for no more than ten (10) work days per year. When service on the jury extends beyond ten (10) work days, the compensation paid by the City to such employees for the period shall be reduced by the amount of money received for service from other sources, except for those amounts received for mileage and meals.
3. Employees on leave pursuant to the provisions of this article shall report for assignment immediately upon completion of their service each workday provided that they have not completed a full workday in such service.
4. The City, in its discretion, may request that an employee be excused from jury duty.

**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, 2018, health insurance premium contribution rates will be as follows:

HEALTH INSURANCE PREMIUM EFFECTIVE JULY 1, 2018						
<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	\$595.65	\$63.19	\$26.11	\$657.55	\$27.40	\$684.95
Employee + Child (ren)	\$1,052.09	\$131.46	\$49.53	\$1,183.76	\$49.32	\$1,233.08
Employee + Spouse	\$1,282.90	\$111.85	\$46.36	\$1,383.47	\$57.64	\$1,441.11
Employee + Family	\$1,727.03	\$180.15	\$69.74	\$1,897.84	\$79.08	\$1,976.92

HEALTH INSURANCE PREMIUM EFFECTIVE JULY 1, 2018***PacificSource, Willamette Dental, and MODA Vision***

Status	PacificSource Medical	Willamette Dental	MODA Vision	City-Paid Premium	Employee-Paid Premium	Total Premium
Employee	\$595.65	\$43.49	\$26.11	\$638.64	\$26.61	\$665.25
Employee + Child (ren)	\$1,052.09	\$76.97	\$49.53	\$1,131.45	\$47.14	\$1,178.59
Employee + Spouse	\$1,282.90	\$94.06	\$46.36	\$1,366.39	\$56.93	\$1,423.32
Employee+ Family	\$1,727.03	\$126.66	\$69.74	\$1,846.49	\$76.94	\$1,923.43

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, the City contribution for the medical insurance premium for regular, full-time employees will be ninety-six percent (96%) of the total combined premiums for medical, dental, and vision insurance. Employees shall pay the remaining four percent (4%) of the premiums.
7. Effective January 1, 2020, the City contribution for the medical insurance premium for regular, full-time employees will be ninety-five percent (95%) of the total combined premiums for medical, dental, and vision insurance. Employees shall pay the remaining five percent (5%) of the premiums.
8. On January 1, 2019, the City will contribute one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage; two thousand dollars (\$2,000) for 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 during the plan year due to a qualifying condition, an additional 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.

The City will request that the VEBA provider 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 one hundred twenty-five dollars (\$125.00). This provision expires June 30, 2022.
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.

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.

12. 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, 2018, bargaining unit employees shall receive a salary increase of two and one-half percent (2.5%).
2. Effective July 1, 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%).
3. Effective July 1, 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 one percent (1%) to a maximum of three percent (3%). Should the Albany City Council/City Manager determine that it is necessary that Nonbargaining employees forgo a cost-of-living increase, bargaining unit employees agree to forgo the CPI-W-based cost-of-living increase negotiated as part of this contract as well. If the City Manager/City Council provides a mid-year cost-of-living increase to Nonbargaining employees, bargaining unit employees will receive the same mid-year cost-of-living increase.
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 one percent (1%) to a maximum of four percent (4%). Should the Albany City Council/City Manager determine that it is necessary that Nonbargaining employees forgo a cost-of-living increase, bargaining unit employees agree to forgo the CPI-W-based cost-of-living increase negotiated as part of this contract as well. If the City Manager/City Council provides a mid-year cost-of-living increase to Nonbargaining employees, bargaining unit employees will receive the same mid-year cost-of-living increase.
5. 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 longevity leave. This leave must be used within the following 12-month period. If these longevity 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.
6. 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.

7. 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.

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. Employees who work the majority of their shift Monday through Friday after 6:00 p.m. or before 8:00 a.m., shall receive an additional eighty cents (80¢) per hour.
 - B. Employees who work on Saturday or Sunday shall receive an additional eighty-five cents (85¢) per hour.
9. The City agrees to review regular, part-time employees' actual hours worked at least twice per calendar year for the purpose of a needs assessment (if the employee is regularly working over the position's assigned FTE, and whether the department considers it an ongoing need), with a copy provided to the Local Union President.
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. Work-out-of-class compensation. 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. Training differential. A Transit employee who is assigned, in writing, the responsibility to train or line drive with employees shall be compensated at a rate of ten percent (10%) of her/his regular base wage for each hour or major portion of an hour spent training or line driving with the employee.

13. Standby is defined as a period of time a designated employee is required to be available for immediate recall.
 - 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.
 - B. 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.
 - C. 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.
 - D. An employee assigned stand-by duties may not consume alcohol products or become 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. Standby compensation will then be prorated based on the remaining assignment period.
 - E. If an employee working in a Lead Capacity in the Supervisor's call pool, should have any one phone call that exceeds 59 minutes, the call would be treated as callback.
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 Transit 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, Overtime, for each hour or major portion thereof for work performed after the time that nonessential services are curtailed until such time as regular hours of operation would have otherwise ended. After that period, overtime will be provided in accordance with Article 23, Overtime.

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 19
RETIREMENT**

1. The City shall continue to participate in the present retirement program or its successor.
2. The City shall continue to participate in the sick leave program administered by PERS in accordance with the law.
3. In lieu of six percent (6%) in wage, the City shall pick up, assume, or pay the six percent (6%) contribution for employees to the Public Employees Retirement System (PERS). The full amount of the required employee contribution picked up by the City on behalf of the employee shall be considered as wages only for the purpose of computing an employee member's final average wage as allowed by PERS regulations.
4. To qualify for retirement, an employee must meet the PERS and/or OPSRP definition of being eligible to retire and immediately begin receiving benefits under Oregon PERS and/or OPSRP. [See Article 11, Sick Leave, Section 10, for information regarding health insurance relating to retirement.]

**ARTICLE 20
WORKERS' COMPENSATION INSURANCE**

1. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.
2. In addition, eligible employees may qualify for supplementary payments under the disability insurance plan currently in effect.
3. Employees prevented from performing their normal duties due to a work-related compensable illness or injury shall be compensated in compliance with ORS 656.262(4)(b) and the applicable Oregon Administrative Rules. This compensation shall be in lieu of time loss payments from the City's workers' compensation provider and shall be at the same rate as the employee's normal rate of pay. The City shall compensate employees eligible to receive this benefit for a maximum of 90 calendar days in this manner. At the conclusion of or during this 90-day period at the City's discretion, the eligible employee may be required to have their sick leave benefit coordinated with their workers' compensation benefits. Employees who are offered light-duty assignments that comply with their limitations as provided by their treating physician must accept that assignment, or compensation under this provision will not be paid.

The City further agrees to provide six (6) additional calendar months of insurance benefits, at the level of coverage currently in effect for employees in the bargaining unit, once the employee on such compensable leave has exhausted accrued leave benefits and has not returned to work. Such additional benefits shall cease should the employee terminate or be terminated from employment.

**ARTICLE 21
MILEAGE**

1. The City shall reimburse employees for use of their personal vehicle for authorized City business at the IRS-established rate per mile. No employee shall use her/his personal vehicle for City business without the specific authorization of her/his supervisor. The City may require employees to provide a personal vehicle to fulfill the requirements of their position. Reimbursements will be processed in accordance with City policy.
2. The City shall reimburse reasonable actual costs for other expenses incurred while on authorized City business when substantiated by receipts.

**ARTICLE 22
EDUCATION INCENTIVE BENEFITS**

1. City agrees to reimburse seventy-five percent (75%) of the tuition and book fees for employees who successfully complete approved, job-related college courses or a job-related institutional approved degree program with a "C" grade or better or a "Pass" in a pass/fail college course subject to the limitations of this section.
 - A. The employee must provide a preliminary request for education reimbursement benefits to the Department Director by December 31 for classes to be taken during the next fiscal year. Approval for reimbursement will be considered conditional until funds are approved through the budget process and a formal request has been approved by the Department Director and Human Resources Director. Timelines may be waived by the employee's Department Director and Human Resources Director.
 - B. The rate of reimbursement shall be seventy-five percent (75%) of the actual tuition rate, as approved by the department director, but in no event shall it be more than seventy-five percent (75%) in-state tuition at Oregon State University.
 - C. Prior approval must be obtained from the employee's Department Director and the Human Resources Director for each course or degree program. The City may require employees who are in programs lasting longer than a quarter or semester to seek reapproval each quarter/semester or academic year as the City judges appropriate.
 - D. College transcripts shall be required in order to obtain reimbursement.
 - E. An employee shall be limited to twelve (12) credit hours of this benefit per fiscal year.
 - F. Reimbursement may also be denied if the employee 1) holds a master's degree or higher degree or 2) receives compensation for attendance from another source.
 - G. Employees who receive reimbursement for tuition and book fees will sign an agreement that they will remain employed at the City for twenty-four (24) full calendar months following the completion of the course or have the full cost of the reimbursement deducted from his/her final paycheck subject to Bureau of Labor & Industries regulations.

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.

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 offered on a voluntary rotating basis to qualified employees within their classification, starting initially with the most senior. Acceptance of overtime assignments of less than one hour will not result in the employee rotating to the bottom of the list. Employees accepting a voluntary overtime assignment shall accept the entire assignment being offered. An employee who refuses a voluntary overtime opportunity shall be rotated to the bottom of the list and shall relinquish their rights to the next overtime assignment. 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. In those cases where the mandatory overtime is not a result of an emergency, on a rotating basis, the least senior qualified employee shall be assigned the overtime. Nothing in this section limits the City's right to use a temporary or intermittent employee to avoid the need for overtime.
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. Employees who have used 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, Discipline and Discharge.
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 (100) hours. An employee who has one hundred (100) 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.

ARTICLE 24
HOURS OF WORK

1. Work Hours and Workweek

A. A full-time workweek shall consist of forty (40) hours. A work schedule is defined as the time of day and days of the week an employee is assigned to work. The workweek shall normally consist of consecutive days. However, based on operational needs, the City may assign employees to split-shifts or flexible schedules as defined below.

(1) The normal regular work schedule for full-time employees is a work schedule on five (5) consecutive eight- (8) hour days with two consecutive days off or four (4) consecutive ten- (10) hour days with three consecutive days off; exceptions to this regular work schedule may be made should such changes be deemed as necessary by the City based on operational requirements. These exceptions will not normally require employees to work more than five (5) consecutive eight- (8) hour days or four (4) consecutive ten- (10) hour days except for emergency situations and then only for the duration of such emergency.

(2) The City may establish regularly scheduled split shifts. Employees may be assigned to such shifts in accordance with Article 25, Shift Vacancies. A split-shift is when the employee's regularly scheduled shift includes an unpaid break of more than two consecutive hours, excluding the employee's meal and rest breaks (e.g., an employee may be scheduled to work 6:30 a.m. – 10:30 a.m. and 2:30 p.m. – 6:30 p.m.).

a) Each segment of the split-shift shall be no less than three (3) hours.

(3) Split-Shift Premium Pay - Employees assigned a split-shift shall be paid an additional one dollar (\$1.00) per hour for each hour worked of the regularly scheduled shift.

The following are examples of situations that are not considered a split shift and shall not be eligible for split-shift premium pay:

a) An employee is scheduled to work special events later in the day/evening after working his/her regular shift.

b) An employee who is released from duty for reasons beyond the City's control, such as inclement weather or a vehicle is not available due to mechanical failure, is called back to work later that day.

(4) A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and/or a work schedule in which the starting and stopping times vary on a daily basis, but not necessarily each day, and/or in which the days of work are not consecutive, but which in any case does not exceed forty (40) hours in a workweek.

(5) Employees may only change their work schedule with prior approval from their supervisor.

B. Work schedules showing shift assignments, hours of work, and workdays shall be e-mailed to employees. Work schedules may be changed with five (5) days' advance notice to the employee.

- C. Notwithstanding the above notice requirements, the City may change schedules in order to provide coverage for an emergency and afford employees the opportunity to rest between assignments. The City shall have no obligation under this, or any other provisions, of this Agreement to provide an employee a minimum number of hours of employment during emergency situations which are beyond the control of the City.
 - D. Should an employee and/or the Union disagree with the designation of a situation as an “emergency,” the change in schedule will be implemented as directed by the City. However, as soon as practicable after the emergency has been resolved, a Union representative, the Department Director, and the Human Resources Director will meet and confer regarding the situation.
- 2. The workweek is defined as the fixed and regularly recurring period of 168 hours during seven (7) consecutive twenty-four- (24) hour periods. The workday is the twenty-four- (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek.
 - 3. Rest Periods and Meal Periods. Employees shall take rest and meal breaks during working hours as prescribed in the following paragraphs. Breaks are scheduled at the supervisor's discretion.
 - A. Employees shall be allowed one (1) rest period of fifteen (15) minutes duration in each four- (4) hour assigned work period, which insofar as is practicable, shall be in the middle of each assigned work period, such time to begin when the employee leaves her/his work station and will end when the employee returns to her/his work station. Rest periods shall be granted without loss of pay. In situations where an employee is not able to take her/his break, the employee will immediately contact her/his supervisor to explain the reasons for the missed break. The supervisor will remedy the situation. Such remedy may include allowing the employee to leave fifteen (15) minutes prior to the end of the employee’s work day.
 - B. Employees assigned work periods of six (6) continuous hours or more shall be allowed unpaid meal periods which shall not be less than thirty (30) minutes, nor shall be more than one (1) hour in duration. Those employees specifically required to remain at their work site and perform work in lieu of a duty-free, unpaid meal period shall be paid for such time at their normal hourly rate of pay, unless this required nonduty free meal period causes them to exceed forty (40) hours of work within their workweek in which case they shall be compensated as having worked overtime for all hours in excess of forty (40). Meal periods shall be scheduled by the employee's supervisor as close as possible to the middle of the shift.

During continuous shift operations that prohibit employees from being duty free during their lunch break, employees shall take a half-hour lunch break as well as their agreed to 15-minute rest break before and after lunch without loss of pay.

Employees who are required to work beyond the normal eight- (8) or ten- (10) hour workday, shall receive rest and meal periods at the same intervals as described in A and B above.

- C. The parties agree that the Fair Labor Standards Act requires that rest and lunch breaks may not be skipped or saved up in order to allow an employee to leave work early or in any other manner modify her/his assigned work period, except as noted in Article 24, Section 3A, above.

**ARTICLE 24A
SHIFT VACANCIES**

1. When there is a shift vacancy that the City intends to fill, the City shall notify all employees in the classification of the vacancy. Employees who desire to work that shift may express that preference to their supervisor. The most senior qualified employee will be assigned to that shift.
2. Nothing in this agreement limits the City's ability to establish and/or modify shift times.

**ARTICLE 25
SENIORITY**

1. Seniority shall be established from the last date of hire and continue to accrue during all paid time in the bargaining unit. Seniority accrued as a member of AFSCME Local 2909 shall be included in the employee's seniority if there was no break in service prior to the employee moving into Local 2909-1. Seniority shall not accrue during leave without pay. Seniority shall apply in the matters of vacation, layoff, and overtime as specified in each respective article. A single seniority list shall be kept for full-time and part-time employees.
2. Seniority shall be lost when an employee resigns, is discharged for cause, or fails to report for work within ten (10) days after s/he has been recalled following a layoff. For the purpose of this section, notification of a request to return from layoff shall be written notification mailed to the employee's last address provided to the City.
3. A position vacant for any reason shall only be declared an official vacancy by the City in its discretion. If a position is deemed vacant, the City shall post the opening on the City website for a period of up to ten (10) working days. Such notice shall include a statement of all essential functions required for the position by the City. Any bargaining unit employee who applies for a vacant bargaining unit position who meets the qualifications for that position, and is in good standing in their current position, shall receive an interview and be considered for the position.
4. Computation. Employees shall be credited with one seniority point for each full month of service. For the purpose of computing seniority, all authorized, paid leave shall be considered as time worked. For service through June 30, 2012, part-time employees shall accrue seniority points proportionate to the number of hours paid in a month according to payroll records divided by 173.33.

Seniority points accrued on or after July 1, 2012, shall be proportionate to their Full-Time Equivalency (FTE) rather than the number of hours paid in the month. That is, a full-time employee shall be credited with one (1) seniority point; a 0.75 FTE employee shall be credited with three-quarters (0.75) of a point; a 0.5 FTE employee shall be credited with one-half (0.5) of a point; etc.

5. The City will provide the Local Union President with a copy of the seniority list at the beginning of each fiscal year.

ARTICLE 26
LAYOFFS

1. Layoffs: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their bargaining unit classification. A layoff out of the inverse order of classification seniority may be made if in the City's judgment retention of special job skills and/or certifications are required provided, however, that any employee who is laid off while a less senior employee is retained in her/his classification shall receive severance pay equivalent to two (2) months' salary. In cases of a tie in seniority, seniority to the City shall break the tie; otherwise a tie shall be broken by lot.
 - A. Employees who have not completed their new hire initial training period shall not have the right to be recalled under the provisions of this article.
 - B. Employees who are laid off will have the option of being added to the Transit Unit's temporary employee pool. The City shall make a good faith effort to ensure these employees are given preference when assigning work to the temporary employee pool. Accepting such a position does not affect the recall rights of the employee as described below.
2. Notice: The City shall make a good faith effort to provide the Union and affected employees with as much notice as practicable.
3. Health Insurance: When an employee is laid off, the City shall pay for the first three months of health insurance benefits under COBRA, if the employee chooses COBRA coverage. The City's obligation will cease if the employee becomes employed by an employer who provides insurance during the three- (3) month period. Upon completion of this three- (3) month period, individuals covered under this section shall be entitled to remain in the group plan on a self-pay basis as provided under federal law (COBRA) for the remainder of the employee's COBRA entitlement.
4. Recall:
 - A. Employees shall be called back from layoff according to seniority within the classification from which the employee was laid off, unless, in the City's judgment, special skills are required. No new employees shall be hired in a classification that has employees on recall status until all employees on layoff status in that classification have had an opportunity to return to work. Employees on layoff who have been offered reappointment to a position as described above and have refused shall be removed from the recall list.
 - B. The City will notify all employees on the layoff list of all bargaining unit vacancies not filled by recall. Employees who notify the City within five (5) working days will be offered an opportunity for recall by City seniority to any bargaining unit vacancy, at the same or lower salary range from which the employee was laid off, for which s/he clearly meets the qualifications of the job description. An employee may decline recall to another classification without forfeiting the right to recall to the classification held at time of layoff. An employee on recall status who applies and is hired for a vacancy in the City other than in the classification from which s/he has been laid off shall remain on the recall list for her/his former classification, unless the employee has been hired into a position at a higher salary range from which s/he has been laid off.
 - C. Employees who are placed on layoff status through the provisions of Article 11, Sick Leave, Section 9, shall not be offered recall until they have provided the City with a full release for duty from their attending physician. However, this time shall be part of the employee's maximum eligibility for recall of two years. Upon receipt of a full release, the employee shall be offered recall in accordance with the provisions of this article and shall be subject to all provisions of this article.
 - D. Seniority and benefits shall not accrue during layoff. All seniority rights and benefits to which an employee was entitled at the time of layoff shall be restored upon recall.
 - E. Recall status shall not extend for more than two (2) years.

F. Salary Placement upon Recall

- (1) Upon recall into a position in the same classification or salary range from which the employee was laid off, the employee shall be paid at the step at which s/he was being paid at the time of layoff.
- (2) Upon recall into a position in a lower salary range from which the employee was laid off, the employee shall be placed at a step equal to or closest to the rate at which the employee was being paid at the time of layoff. Should the employee's salary at time of layoff exceed the maximum rate for the position into which the employee is being recalled, the employee shall be placed at the top step of the range.

ARTICLE 27
GENERAL PROVISIONS

1. Gender Reference. All references to employees in this Agreement designates both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.
2. Bulletin Boards and Equipment Use. The City agrees to furnish bulletin boards in convenient places in each reporting area available for use by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City shall continue to allow the Union the use of City equipment and resources for Union business provided permission has been sought and approved in advance of their use. This includes, but is not limited to computers, e-mail, faxes, and copy machines. When use of City equipment has been approved, the Union shall be charged the same rate for such use as would be charged to any non-City user of that equipment.
3. Union Job Site Access. The City agrees that accredited representatives of the American Federation of State, County, and Municipal Employees Union, whether local Union representatives, Council 75 representatives, or international representatives shall upon reasonable notification and proper introduction to the Human Resources Director have full access to the premises of the City during working hours to assist in the administration of this Agreement, unless such access would cause disruption to the performance of work or result in an unsafe condition. In such situations, the City will make arrangements for the Union to have access to the employees as soon as practicable.
5. Uniforms and Protective Equipment. If any employee is required to wear a uniform or personal protective equipment (PPE) as a condition of employment, such uniform and PPE shall be furnished to the employee by the City and all rules governing uniform(s) shall be defined in departmental policy. Supplied uniforms and PPEs shall remain the property of the City.

Purchases shall not be made for any items defined herein without prior approval of the employee's supervisor. In addition, the parties agree that the City shall have the right to require that items covered by this paragraph be repaired prior to their being replaced.

6. Union-Management Communication/Special Meetings. In order to facilitate communication between the parties on matters of mutual concern, special meetings may be agreed to between the Union representatives and the City representatives upon request of either party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the meeting is requested. Local union representatives, the number to be agreed upon by the parties, shall be permitted to attend such meetings without loss of pay to the extent such meetings are scheduled during duty hours of the members so attending. Any meeting which requires an employee to be away from her/his assigned duties must receive prior permission from her/his supervisor before the meeting may be scheduled.

These meetings shall be held on a meet-and-confer basis and shall not be construed as having the authority to negotiate. Participants at these meetings shall have no authority to contravene any provisions of this Agreement or to resolve issues or disputes pertaining to the implementation or administration of the Agreement. Discussion or review of matters at these special meetings shall not affect time frames related to the grievance process.

6. Union Membership on Committees. The parties agree that the Union shall be provided the opportunity, within the extent permitted by law, to appoint bargaining unit members of its choosing to the City committees established to develop recommendations on issues of interest to its members (for example, department safety and citywide training committees). Such committees shall not serve as a substitute for collective bargaining and by establishing or participating in such a committee neither party shall waive any rights under the PECBA.
7. Reclassifications. Reclassification requests may be submitted by employees or their managers to the Human Resources Director for review.

An employee may request a reclassification review by submitting a written request to the Human Resources Director or her/his designee. The written request shall clearly identify to what classification the employee is requesting the reclassification and what duties the employee is performing that s/he believes justifies a reclassification. The request shall not be deemed properly filed without this information.

Human Resources shall review the employee's request, consult with the employee and the employee's supervisor, and review any other information it believes is pertinent to making a decision. Human Resources will make a determination approving or denying the employee's reclassification and notify the employee in writing within sixty (60) days of receiving a properly filed request. If the reclassification is approved, it shall be effective the first of the month following receipt of the employee's properly filed request. The department in which the employee is employed will promptly submit the reclassification to the City Council for approval, if necessary.

Although the City may deem it appropriate to create a new classification, the City is not obligated to do so. The City's decision to not create a new classification shall not be grievable.

If Human Resources finds a reclassification is appropriate based on the employee performing higher level duties, the City may remove such duties and deny the reclassification. In this situation, or if the City Council does not approve the reclassification, the employee will be granted work-out-of-class compensation retroactive to the date of the properly filed request until the duties are removed.

If a reclassification is approved, the employee shall receive a one-step increase in her/his rate of pay or be placed at Step A of the higher classification, whichever results in a greater increase for the employee. The employee's salary increase date shall be changed to the effective date of the reclassification. That is, the employee's next step increase, if any, shall be one year from the date of the reclassification.

In situations where the employee is reclassified to a lower salary range, the employee shall maintain her/his current rate of pay. The employee's salary shall be frozen at this rate until the employee's salary range exceeds her/his rate of pay.

Should an employee disagree with the City's determination of a reclassification review, the employee and union representative may request a meeting with the Human Resources Director and/or designee, within fifteen (15) days of the initial decision, to discuss that decision. The Human Resources Director shall consider any new information provided by the employee and render a final decision within twenty-one (21) days of the meeting. This final decision may be grieved to the City Manager within ten (10) days of the employee receiving the decision. The City Manager's decision shall be final and binding on the parties and not subject to the arbitration provisions of this Agreement.

8. Reports. Upon request of a Union Officer, the City shall provide the Union with a list of bargaining unit employee promotions, demotions, reclassifications, and terminations. The City may charge the Union the actual cost of producing such reports.
9. New or Changed Job Classifications. When the City makes substantial changes to an existing classification in which bargaining unit employees are employed or creates a new classification for which it is anticipated that a bargaining unit employee will be hired, the City will designate a salary range for the classification. The City shall notify the Union, in writing, of the changes and shall include the designated salary range and a copy of the position description. The City may implement the changed or new classification and salary range immediately; however, the Union shall have the right to negotiate the salary range pursuant to the provisions of ORS 243.698. Changes to the salary range resulting from such negotiations shall be retroactive to the implementation of the new or changed classification.

ARTICLE 28
DISCIPLINE AND DISCHARGE

1. No employee shall be disciplined or discharged except for just cause and with due process with the exception of a training period employee who shall serve at the pleasure of the City.

If a supervisor has reason to discipline an employee, s/he shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

2. Discipline. The principles of progressive discipline shall normally be used. Disciplinary action shall include, but not be limited to, the following:
 - A. Verbal Reprimand
 - B. Written Reprimand
 - C. Economic Sanctions: Demotion, Reduction in Salary, Loss of Accrued Vacation Leave, or Suspension without Pay
 - D. Discharge

Disciplinary action may be imposed upon any employee for failing to fulfill her/his responsibilities as an employee. Conduct reflecting discredit upon the City or which is a direct hindrance to the effective performance of City functions shall be considered just cause for disciplinary action. Such just cause may also include misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, theft, the willful giving of false information or the withholding of information with intent to deceive when making application for employment, willful violation of department rules, or political activities forbidden by state law.

Serious violations, as determined by the City, may be dealt with by any of the above disciplinary measures on the first offense or subsequent offenses.

The City will notify the Union of all disciplinary actions under B, C, or D, above.

3. A training period employee shall serve at the pleasure of the City.

An employee having satisfactorily completed her/his training period shall not be reprimanded, demoted, suspended, or discharged without just cause.

Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being considered shall be allowed to have one Union representative present at the discussion.

4. Due Process. In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:
 - A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline;
 - B. The employee shall be notified in writing of the disciplinary sanctions being considered;
 - C. The employee, with assistance from a Union representative, if requested, will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
 - D. At her/his request, the employee will be given an opportunity to be accompanied by a fellow employee or a representative of the Union at the informal hearing. Such hearing shall not be scheduled without five (5) working days' prior notice.

- E. Pending completion of a disciplinary investigation, the City may suspend an employee without loss of pay or benefits. In such instances, the City will notify the employee, in writing, within seven (7) days of the facts, charges, and complaints as known at that time.
 - F. Notwithstanding Paragraph E, above, in instances where the employee has been indicted by a Grand Jury or has had criminal charges filed by a jurisdiction's prosecuting attorney, and such conduct is either connected to the employee's job, reflects discredit upon the City, creates a hindrance to the effective performance of City functions, or otherwise renders the employee unfit to perform the functions of her/his job, the City may suspend the employee without pay pending completion of the criminal proceedings or the City's employment investigation, whichever occurs first.
 - G. At the City's discretion, an employee who has been suspended, whether with pay or without pay, may be required to return all City equipment and supplies in her/his possession, including keys.
5. An employee shall receive a copy of any written reprimand, and it shall be made part of her/his personnel file. The reprimand will remain in effect for two years. The reprimand may be extended beyond two years if the employee commits the same or similar offense.

Upon written request by the employee to her/his supervisor, any reprimand which has reached its expiration date will be removed from the City personnel file and maintained in a sealed, confidential Human Resources file accessible only by the Human Resources Director, their designee, or the City Attorney.

6. Material reflecting adversely on the employee shall be signed by the employee prior to the material being placed in the employee's personnel file maintained by Human Resources. Such adverse material will include the statement that the employee's signature does not indicate agreement with the material's content. These provisions do not apply to supervisory or department files.

ARTICLE 29
GRIEVANCE PROCEDURE

1. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of specific language contained within this Agreement or regarding an alleged violation of this Agreement.

Grievances shall be initiated within twenty-one (21) calendar days of the time the grievant or Union had knowledge or should have known of the alleged grievance. The grievance must be reduced to writing.

Notwithstanding the following procedure, it is the intent of the City and the Union that the grievant attempt to resolve the grievance informally with her/his supervisor prior to using the grievance procedure. A duly elected officer or steward shall be allowed to be present at these discussions in order that they may fully understand the alleged grievance. At the employee's request, the Union officer or steward may assist in the informal resolution. The parties agree that these meetings shall be scheduled on nonwork time whenever possible.

2. Grievances shall be processed in the following manner except that grievances challenging the termination of an employee shall be filed directly at Step 3 within twenty-one (21) days of the notice of termination:

A. Step I

The employee shall present the grievance in writing to her/his immediate supervisor within the appropriate time limit. The written grievance shall include:

- (1) A statement of the grievance and the relevant facts;
- (2) Specific provision(s) of this Agreement alleged to be violated; and
- (3) The remedy sought.

The supervisor shall investigate the grievance and shall respond to the employee in writing within ten (10) calendar days of the receipt of the grievance.

B. Step II

If the grievance is not settled at Step I, the appeal must be presented by the employee or her/his representative to the appropriate Department Director within ten (10) calendar days after the supervisor's response is received or was due. The appeal must include the original grievance statement and a statement of why the supervisor's response at Step I does not resolve the grievance.

The Department Director shall respond to the employee in writing within ten (10) calendar days of receipt of the appeal.

C. Step III

An unsatisfactory decision at Step II shall be appealed by the employee or her/his representative to the City Manager within ten (10) calendar days of receipt of the response from the Department Director, or the date the response was due. Such appeal shall be in writing and shall include the original grievance as well as a statement why the response at Step II did not resolve the grievance.

The City Manager, or her/his designee, may meet with the employee and one local Union representative or one Council 75 representative to try to resolve the grievance. The City Manager shall respond in writing to the employee with a copy to the Union within ten (10) calendar days of receipt of the appeal.

D. Arbitration

If the grievance is not resolved within fifteen (15) calendar days after receipt of the response of the City Manager, or the date the response was due, the grievance may be submitted to arbitration in the following manner:

- (1) The Union shall request a list of five (5) Oregon and Washington arbitrators from the State Mediation and Conciliation Service within five (5) calendar days following the end of the fifteen (15) calendar days after receiving the City Manager's grievance response. Within five (5) calendar days of receiving the list, the parties shall choose an arbitrator by alternately striking one name from the list until only one name is left. The one remaining shall be the arbitrator. The arbitrator shall be contacted within five (5) calendar days of the selection to schedule a hearing date. A coin toss will determine whether the Union or the City shall strike the first name.
- (2) The arbitrator shall render a decision within a reasonable time. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if the specific article(s) and section(s) referenced in the grievance have been violated. The arbitrator shall have no power to alter, modify, amend, change, or add to the terms of this Agreement. The decision of the arbitrator shall be binding on both parties.
- (3) The costs of arbitrators shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

3. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without waiver shall constitute withdrawal of the grievance.

Failure by the City to submit a reply within the specified time limits shall allow the Union or employee to advance the grievance to the next step in the procedure. A grievance will be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

4. The employee shall have the right to be represented by one Local Union Representative, who is a duly elected officer or steward in that Local and one Council 75 Representative at any level of the grievance procedure including attempts at informal resolution prior to the filing of a formal written grievance. One Union officer or steward in the bargaining unit involved in grievance investigation for a reasonable period of time or in meetings with City representatives under the grievance procedure shall be allowed time off with pay for that purpose provided proper appointments for meetings have been made in advance and have been approved by the affected supervisor as not causing an operational conflict.

ARTICLE 30
TRAINING AND PROBATIONARY PERIODS

1. Initial Training Period. During the training period, an employee is employed on a trial basis during the first year of employment. Initial training period employees shall be given a performance evaluation after approximately six (6) months of employment. However, as noted in paragraph 2 below, this provision does not guarantee the employee six months of employment.
2. Training period employees are under an employment-at-will status and serve at the pleasure of the City. Initial training period employees may be terminated from employment, at any time, when in the judgment of the City, the employee's dependability and/or work habits do not merit continued employment or the employee is unable or unwilling to perform her/his duties satisfactorily. Such removal from employment is not subject to the grievance and arbitration provisions of this Agreement.
3. Promotional Probationary Period. Employees promoted into a classification with a higher salary range shall serve a probationary period of twelve (12) full months with performance evaluations given in accordance with the City's performance evaluation policy. Employees not passing probation or who voluntarily demote prior to the completion of their probationary period shall be returned to their former or equivalent position if available. This action is not subject to layoff language.
4. An employee who promotes with an accompanying wage increase will have his/her salary anniversary date reset to the promotion or transfer date.
5. If an employee who promotes or who laterally transfers returns to their former position, they will be required to complete any previously uncompleted training or probationary period. In addition, the employee will return to his/her former wage rate.

**ARTICLE 31
DRUG AND ALCOHOL TESTING**

1. Employees in the bargaining unit may be required to undergo testing on “reasonable suspicion” when objective facts and observations are brought to the attention of a supervisor. Based upon the reliability and weight of such information, the supervisor can reasonably infer or suspect that the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts as defined in City policy, which may include but are not limited to: reports and observations of the employee’s drug- related activities; observations of the employee’s behavior or work performance; an observed impairment of the employee’s ability to perform his or her duties.

Standards and procedures of testing will be the same as those used for reasonable suspicion testing under the Commercial Driver’s License drug and alcohol policy.

2. Drug and alcohol testing for employees required to hold a Commercial Driver’s License (CDL) and/or required to be subject to such testing under Federal Transportation Authority (FTA) will be in accordance with City policies. The City agrees to give the Union 30-days’ advance notice for any change in City policy.
3. An employee who tests positive and seeks treatment shall be responsible for all costs incurred for such treatment which are not covered by the employee’s medical insurance.
4. An employee who voluntarily acknowledges a substance abuse problem prior to being notified that s/he has been selected for testing and enters a substance abuse treatment program approved by the City shall be reimbursed up to \$350.00 for out-of-pocket costs related to such treatment. Reimbursement is conditioned upon the employee successfully completing treatment as evidenced by written documentation from the substance abuse professional.
5. Notwithstanding any other provision of this article, the City may, at its discretion, impose disciplinary action, up to and including dismissal, for a positive drug and/or alcohol test or an employee’s refusal to take such a test.

**ARTICLE 32
COMMERCIAL DRIVER’S LICENSE (CDL) TESTS AND RENEWALS**

1. The City agrees to reimburse employees for the Department of Motor Vehicle (DMV) costs associated with obtaining and maintaining a valid Commercial Driver’s License (CDL) when the City requires that license. Such costs will be limited to the fees charged by DMV for a license and the work time it takes to obtain or renew the CDL.

New hires who have a valid CDL at the time of hire will only be eligible for reimbursement of renewal fees.

New hires who do not have a valid CDL at the time of hire must obtain one within a specified time period set by the supervisor. The City agrees to reimburse for all the DMV costs associated with obtaining it including work time.

2. There will be no reimbursement of the fees charged by DMV for tests that are not passed.
3. The City will pay for required physical (medical) examinations when conducted by the medical provider under contract with the City to provide such services. CDL physical examinations performed by other physicians will be at the expense of the employee.

ARTICLE 33
SAFETY PROMOTION

1. The City shall continue to make provisions for the safety and health of its employees during the hours of their employment. Protective devices, wearing apparel presently provided by the City, and other equipment necessary to properly protect employees from injury shall be provided by the City. The Union and the City agree to cooperate to the fullest extent in the promotion of safety and in the maintenance of safe working conditions and practices including the preservation of City property and equipment.
2. The employees in the bargaining unit shall have one (1) representative on the Public Works Safety Committee. If an issue raised by that representative is not addressed by the Public Works Safety Committee, the issue may be raised to the Citywide Safety Committee.
3. Safety issues shall be an agenda item at staff meetings. Additionally, the City agrees to provide periodic training for Transit employees on topics such as but not limited to: dealing with hostile passengers, diffusing volatile situations, and avoiding confrontation.

ARTICLE 34
FITNESS FOR DUTY

1. It is in the interest of the City and the Union to ensure that all employees in the bargaining unit do not put themselves or others at risk. Should an employee be found medically unfit to drive or otherwise becomes incapable or unable to safely perform the functions of her/his position, the employee shall notify her/his supervisor.
2. The employee shall be afforded all rights and provisions of FMLA/OFLA/ADA and this labor agreement, as eligible.

The parties set their hand this _____ day of _____ 2019.

AGREEMENT RATIFIED BY AFSCME LOCAL 2909 ON FEBRUARY 8, 2019.

AGREEMENT RATIFIED BY THE CITY OF ALBANY ON FEBRUARY 11, 2019.

FOR THE UNION:

FOR THE CITY:

Sheena Dickerman, President

Danette Jamison, Human Resources Director

Kim Daniels, Union Representative

Jorge Salinas, Deputy City Manager/CIO

Laura Maxwell, Union Representative

Chris Bailey, Public Works Operations Director

Lisa Kirk, Union Representative

Jeff Blaine, PW Engineering & Community Dev. Director

Segundo Sam, Union Representative

Rick Barnett, Parks and Facilities Maintenance Manager

Keith Volkers, Union Representative

Holly Roten, Senior Administrative Supervisor

Bret Johnson, Union Representative

Andy Friedman, Council 75 Representative

APPENDIX A

CITY OF ALBANY AFSCME, Local Union 2909-1 (Transit) Salary Schedule (by Salary Grade)

Effective July 1, 2018
2.5% Salary Adjustment

Hourly rate conversion = monthly salary /173.33

Classification	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Long. Step 10-year (Step F+2%)
Transit Dispatcher Transportation Assistant	AT10	\$2,757	\$2,895	\$3,032	\$3,181	\$3,344	\$3,509	\$3,579
Transit Operator	AT12	\$3,193	\$3,350	\$3,514	\$3,687	\$3,875	\$4,069	\$4,150

Memorandum of Agreement

between the

City of Albany

and the

AFSCME Local 2909

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 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
- e. Sick

Should the City agree to provide additional sellback options to Nonbargaining employees, the same options will be provided to AFSCME Union employees.

C) The City will provide a form to Union members in January 2019. 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., February 15, 2019. 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.

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.

City of Albany

AFSCME Local 2909

 1-17-2019

Danette Jamison, Human Resources Director



Sheena Dickerman, President

**Classification and Compensation/ Equal Pay Act Study
Memorandum of Agreement**

This Memorandum of Agreement (MOA) entered into between the City of Albany and the American Federation of State, County, and Municipal Employees, Locals 2909 and 2909-1, hereafter referred to as the "Parties."

The City has contracted with Evergreen Solutions, LLC., to conduct a Classification and Compensation/ Equal Pay Study. Subject to ORS 243.698, the parties agree to reopen Article 18 to negotiate any changes the City may propose due to the outcome of this study.

In addition, the parties agree to discuss any City-proposed changes to the Building Inspector salary schedule, including a structure with a longevity step.

City of Albany

Danette Jamison

1-28-2019

Danette Jamison
Human Resources Director

AFSCME Local 2909

Sheena Dickerman

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AFSCME Union President