

RESOLUTION NO. 1061

A RESOLUTION TO RATIFY THE CONTRACT EXTENSION BETWEEN THE CITY OF CANBY (CITY) AND THE LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO (UNION) FOR THE PERIOD FROM JULY 1, 2010 THROUGH JUNE 30, 2011.

WHEREAS, the City has recognized the Union as the sole collective bargaining agent for the City's regular full-time and part-time employees, excluding supervisory and confidential employees and employees of the police bargaining unit pursuant to Oregon law, and

WHEREAS, the collective bargaining agreement between the City and Union expires on June 30, 2010, and

WHEREAS, the City and Union have agreed to extend the terms and conditions of the current contract agreement by a Letter of Agreement, and now therefore,

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. The attached Letter of Agreement marked as Exhibit "A" between the City and Union for the period of July 1, 2010 through June 30, 2011 is approved for adoption.
2. The City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. The Mayor and City Administrator are authorized to the sign the contract on behalf of the City.

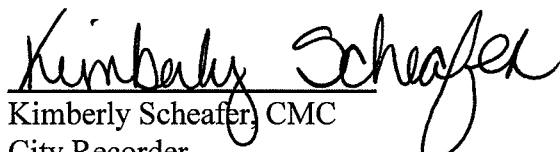
This resolution shall take effect on July 1, 2010.

ADOPTED this 19th day of May, 2010, by the Canby City Council.



Melody Thompson - Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder

**LETTER OF AGREEMENT
City of Canby / AFSCME Local 350-6
One Year Contract Extension**

Effective July 1, 2010

ARTICLE 21 – WAGES

~~21.1 Effective July 1, 2007, compensation for all employees shall be pursuant to the salary schedule attached as Attachment A.~~

Effective July 1, ~~2008~~2010, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, ~~2007-2009~~ (minimum 2% - maximum 5%).

~~Effective July 1, 2009, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2008 (minimum 2% - maximum 5%).~~

Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 29 of this Agreement.

21.2 Bilingual Premium. Any employee whose job requires fluency in Spanish shall receive, in addition to his/her regular pay, a five percent (5%) premium.

ARTICLE 23 – HEALTH AND WELFARE

23.1 The City will provide group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

~~Effective August 1, 2007, the City will pay 90% of the medical/drug premium costs and 100% of the vision and dental/orthodontia premium costs of the health plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.~~

Effective August 1, ~~2008~~2010, the City will pay 90% of the premium costs of the group plan [Option 1] in place for each tier of coverage. The group health plan includes medical/drug, vision and dental/orthodontia coverage. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Exhibit "A"

The group insurance coverage provided above will be subject to annual review and recommendations by an insurance Benefits Advisory Committee consisting of an equal number of represented AFSCME members, Canby Police Association members, and management committee members.

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

<u>Equivalent FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 23.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 23.1
.65 to .50 FTE (20-25 hours/week)	50% of the benefit as described in Section 23.1

23.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

23.4 The City shall provide long term disability insurance for every regular full and part-time employee.

ARTICLE 38 – TERMINATION OF AGREEMENT

38.1 This Agreement shall become effective July 1, ~~2007-2010~~ and shall remain in full force and effect through June 30, ~~2010-2011~~, except that the provisions of Article 23 of this Agreement regarding the insurance plan and/or plan design during the final year of this Agreement may be reopened by either party without the consent of the other upon written notice delivered no later than February 1, ~~2009-2010~~. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, ~~2010-2011~~, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 26-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

38.2 This Agreement shall be automatically renewed on July 1, ~~2010-2011~~ and each year thereafter unless either party notifies the other in writing not later than March 1, ~~2010-2011~~ that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than April 1, ~~2010-2011~~.

This AGREEMENT is hereby executed this 20 day of April, 2010.

FOR THE CITY:

FOR THE UNION:

BY: Greg Ellis
Greg Ellis

BY: Stacy Chamberlain
Stacy Chamberlain

City of Canby Administrator

AFSCME Local 350-6