

What happened at the July 26 session?

Tentative Agreement

Article 31 - Required Driver's License. This article looks very much like the version that is in the current contract.

Counterproposals and Proposals

Submitted by Union:

Article 5 - Employee Rights. The City would like to remove the ability for people to grieve (i.e., file a complaint with the Union) instances of discrimination, violence, and/or harassment in the workplace by deleting 5.4 in its entirety. This would mean any complaints on these grounds would be subject to the procedure laid out in City policy; a policy and procedure that may change at any time without Union consent. The City will also not agree to listing protected class in 5.3 or, at least, stating that the contract protects classes protected by federal and state law.

Article 9 - Hours of Work and Overtime. The Union submitted its proposal on this article and The City said they needed more time to review the proposal. The Union is looking to increase the Comp Time bank maximum to 96 hours, which is in line with what is afforded by our comparator cities and with the expectation of a 5 year contract.

Article 14 - Leaves. The sticking points are Bereavement Leave and Hardship/Sick Leave Exchange. The Union is proposing to expand bereavement leave to other types of family and to allow sick leave to be used for bereavement.

The Union is also proposing that Hardship/Sick Leave Exchange allow for vacation or comp time in the exchange. The City had previously added limits to this and is now proposing current contract language.

Article 15 - Vacation Accumulation. This is very close to a TA with the majority of the changes clarifying vacation buyback and allowing for buyback requests after the November 1st cut off, if approved by the department director.

Article 22 - Health and Dental Insurance Benefits. The City is insisting that Union members pay 10% of the premium difference for employees choosing to cover a dependent on two-party coverage. Currently, members pay 7% of the premium difference. The City feigned surprise that the Union took this stance - even though this has been the Union's position all along.

The City persists in its proposal for a prorated contribution (a rate of 1/12 the contribution monthly).

Article 23 - Other Benefits. The Union submitted a proposal for life insurance and AD&D benefit policy for each employee that is equal to one year of an employee's salary or the bargaining unit's average annual wage, whichever is greater for each employee. For example, if the bargaining unit's average annual is \$55,000, an employee would be covered for \$55,000 if their salary was \$55,000 or less. If an employee's salary was \$55,001 or more, the employee would be covered at their present salary.

The City offered to help with reimbursements for fleet mechanic tools of up to \$1,000 per FY, but stipulated that when an employee leaves they must return everything reimbursed from the past 12 months. The Union proposed removing this language as it could lead to thousands of dollars in loss to an employee.

Article 25 - Probationary Period. The City is refusing to consider additional pay for Certifications, Licenses and Clearances. The sticking point here is that the City believes the certifications, licenses and clearances are reflected in the job pay and that the City's class and compensation process is designed to correct these issues. We know that this is not true; Kevin Lynn presented an example in which the same job could require someone work with a certification or not, yet both are under the same title and in the same pay group.

Other positions have a similar problem; for example, the City has multiple job descriptions for Senior Administrative Specialists: "Senior Administrative Specialist", "Senior Administrative Specialist Police", "Senior Administrative Specialist - Library", "Senior Administrative Specialist Parks & Recreation", and "Senior Administrative Specialist Public Works". These positions, while listed as having the same classification/title in the contract, have very different job descriptions. One of the major differences is that a police senior admin is required to maintain a CJIS clearance.

City Advertised Job Titles & Descriptions:

[https://www.governmentjobs.com/careers/corvallis/classspecs?keywords="Senior Administrative Specialist"](https://www.governmentjobs.com/careers/corvallis/classspecs?keywords=)

AFSCME Job Titles: <https://apps.corvallisoregon.gov/webdocs/showdoc.aspx?docID=934430>

Submitted By The City:

Article 1 - Recognition. The hang up is language about the provision of new hires notification to the Union.

Article 2 - Union Security and Checkoff. Same as Article 2.

Article 6 - Union Representation. The City has rejected the Union proposal to allow the Union to meet with new employees at New Employee Orientation. The Union then asked to be allowed to meet with new employees directly after the New Employee Orientation was complete. The City rejected this as well. It is clear that the City feels that the best way to keep new employees from joining the Union is to keep them away from fellow Union members as long as possible.

Article 8 - Grievance Procedure. The City rejected the Union's proposal to not force employees, who have alleged a violation against their supervisor, to then have to meet in person with that supervisor. It does not appear that The City thought of a scenario where an employee might not want to meet face to face with the person who had wronged them.

Article 16 - Holidays. The sides are close to a TA on this article.

Article 18 - Wages. The City continues to propose pay cuts. When looking at the proposal as a whole, the City is insistent on cutting wages by proposing to phase out the stipend and not provide COLAs that equate to cost of living changes.

Stipend: Union member Joan Extrom gave an incredibly moving and impassioned presentation about how the elimination of the stipend would adversely affect her ability to get needed prescriptions and to attend doctor's appointments. The City listened to Joan's presentation and then turned right around and submitted the same crappy proposal they submitted at the last bargaining session. The City again proposed keeping the stipend whole for 2018-19 and providing one-half of the current stipend for 2019-20 (\$375 for Single and \$500 for Family), then completely eliminating the stipend for the final three years of the new contract.

COLAs: The City continues with a low proposal on COLAs: 1% for year one, 1% for year two, 1.5% for year three, 2% for year four, and 2% for year five. COLAs can be difficult to estimate into the future; you can't be sure what the cost of

living will be like. For example, our prior five year agreement had our estimated cost of living increases lower than the actual costs.

We know that in January 2018 The City believed that Exempt employees deserved a 3% COLA... so Union gets 1%??? The Union continues to propose 4% for each year. This should help to make up for losses from the prior five year agreement and keep us whole for the next five years.

Article 20 - Special Pay. The Union has proposed an increase in shift premiums for 3pm-11pm shifts and for 11pm-6am shifts. These amounts have not been adjusted for over 20 years. The City flatly rejected the Union's proposal.

Article 27 - Reduction in Force, Layoff. Bumping rights is the issue. The City believes that it knows what is better for Union members than the Union does.

What happens next?

The City announced that it is seeking mediation because it feels no substantive progress is being made on the main issues - Wages and Health and Dental Insurance Benefits. The Union wanted to continue bargaining, but the City had earlier threatened to go to mediation. Obviously this has been their strategy all along. There will be no further bargaining sessions until a mediator can be chosen and a meeting schedule determined. In the meantime, stay tuned for Union events to keep membership involved and informed. Be assured that the public is, and will be, on our side during these negotiations.

Become a Full Member of AFSCME - Union membership has increased since the Janus decision. Union members realize that there are forces out there that want to eliminate unions and dismantle our family. After the City's performance at the last bargaining session, it is abundantly clear that the City wants nothing more than the Union to fracture so that they can continue to move positions/work to exempt or casual staff, or even better, eliminate your hard earned benefits and wages. Don't let them do it. "United we stand, divided we fall" is still true today.

Stay up-to-date

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You can also contact a member of the AFSCME bargaining team directly: Carlos Lopez, Tim Bates, Bonnie Brzozowski, Luke Cotton, Jon Pywell, Natalie Summerlin, Shilo Anway (alternate), and Adam Womack (alternate).