

# Memorandum of Agreement

Between  
City of Albany  
and  
International Association of Fire Fighters Local 845

## Retirement Workback Extension

The City of Albany and IAFF Local 845 (collectively, parties) recognize that allowing a PERS retiring employee to return to work for an approved period in their previously held position in a temporary employee status could be beneficial to both the employee and the City. Oregon Senate Bill 1049 temporarily removed the cap on the maximum number of hours an Oregon PERS retiree can work in a calendar year, and Oregon House Bill 2296 extended those temporary rules through December 31, 2034. The parties agree to allowing PERS retirees to work back as temporary employees with the following stipulations:


- 1) At the City's discretion, an employee may be allowed to work back a maximum of one year from their PERS retirement date. Employees will continue to be in the bargaining unit and represented by IAFF Local 845. The City will continue to withhold the required dues and fees consistent with the current CBA and any related payroll authorizations from the employee. However, the working conditions for retiree positions will be modified as set forth in this Agreement and the specific provisions of this Agreement supersede conflicting provisions of the CBA only for retirees.
- 2) Termination of employment may be by either party at-will. This Memorandum of Agreement should not be construed as a guarantee of employment.
  - a. Temporary employees performing substantially the same work as a regular-status employee, in the same work unit, shall be terminated prior to the layoff of a regular-status employee. This provision does not apply if in the City's judgement the temporary employee possesses special qualifications (knowledge, skills, abilities, and/or certifications) that the regular employee does not currently possess or could not obtain within a reasonable amount of time.
- 3) The employee's temporary status salary will be based on their base hourly pay rate at retirement date. The employee will continue to earn additional incentive pay(s), if eligible, per their temporary status classification and years of service as follows:
  - a. Longevity pay per years of service.
  - b. COLAs as stated per the Collective Bargaining Agreement (CBA), if awarded.
  - c. The employees current EMT premium pay
  - d. Special team pay if participating on a team and meeting training requirements per the CBA.
  - e. Cell phone stipend per the CBA- \$20/month cell phone if required for the position.
- 4) A work back employee will be eligible for AIC assignment and pay; however, regular status employees will receive preference on AIC assignments.

- 5) A work back employee may roll over up to 80 hours of sick leave into their temporary status sick leave account at retirement. Per Oregon law, the employee will earn sick leave at 1 hour for every 30 hours worked. The maximum accrual for this sick leave bank is 80 hours.
- 6) The employee will not be eligible for the following:
- a. Leave without pay will not be in excess of five shifts for the length of the employee's temporary employment. However, the employee will be allowed to work trades.
  - b. Scheduled overtime, including call shift and/or partial shifts. Shift extensions, emergency callback, required special team training, and mandatory holdovers will be exceptions.
  - c. Benefits listed in the collective bargaining agreement (e.g. insurance, deferred compensation contributions, etc.)
- 7) Unless the parties agree to modifications of these terms as part of a new collective bargaining agreement, this memorandum of agreement shall expire on June 30, 2025, or upon a PERS change that limits a retiree's workable hours in a calendar year prior to June 30, 2025.

**FOR THE CITY:**


  
\_\_\_\_\_  
Holly Roten, HR Director

4-18-2024  
Date

  
\_\_\_\_\_  
Shane Wooton, Fire Chief

3/15/24  
Date

**ALBANY FIREFIGHTERS IAFF LOCAL 845:**

  
\_\_\_\_\_  
Jason Katzenstein, Union President

4/13/24  
Date

  
\_\_\_\_\_  
Matt DeFrancisco, Vice President

4/13/24  
Date