

MEMORANDUM OF UNDERSTANDING  
Between  
CITY OF ALBANY  
and  
ALBANY PEACE OFFICERS' ASSOCIATION

The Albany Peace Officers' Association and representatives of the City of Albany have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and other employer-employee relations of such employees.

The legal relationship between the City of Albany, its employees, and the Albany Peace Officers' Association (APOA) is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City Charter, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to a subject matter which is also referred to in the Personnel Rules and Regulations or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Albany as the joint recommendation of the undersigned parties for the term set forth hereinafter.

Section 1. Recognition

1.1 Association Recognition

The Albany Peace Officers' Association, hereinafter referred to as the "Association" or the "APOA" is the recognized employee organization for the following positions, in the Albany Police Department:

Captain	Police Officer Clerk
Lieutenant	Police Communications Clerk
Sergeant	Parking Enforcement Officer
Police Officer	

1.2 City Recognition

The City Administrator, as the Municipal Employee Relations Officer, or any management representative duly authorized by the City Council, is the representative of the City of Albany, hereinafter referred to as the "City."

Section 2. Association Security

2.1 Employees who were members of the Association on August 1, 1975 shall remain members of the Association, provided, however, that such employees may withdraw such membership during the month of May each year.

- 2.2 Employees covered by this Memorandum of Understanding employed after August 1, 1975, shall, as a condition of employment, execute an authorization for payroll deduction of Association dues, or a service fee equivalent to such dues, and continue said authorization in effect during the period of employment, provided, however, that such employee may withdraw said authorization within the first thirty (30) days of employment or during the month of May of any year.
- 2.3 The Association will indemnify and hold the City harmless for any and all claims, demands, suits, or other actions arising from the modified maintenance of membership and the modified agency shop provisions herein, or from complying with any demands for termination hereunder.

Section 3. Probationary Period

3.1 Probationary Period Nature, Purpose and Duration

The probationary period shall be an essential part of the examination process and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose performance is not satisfactory.

The Police Chief may dismiss from employment a probationary employee at any time during the probationary period without right of appeal, except as provided by applicable laws, in any manner and without recourse to the procedures provided by applicable laws, and without recourse to the Grievance Procedures outlined in this Memorandum of Understanding, except when the employee alleges and substantiates in writing that the dismissal was due to discrimination prohibited by city, state, or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the dismissal was due to discrimination; and unless it is determined that there was unlawful discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgement for that of the Police Chief.

The probationary period for new hired Police Officers shall begin on the date of employment and shall continue for a period of twelve (12) months. The probationary period for all other employees, aside from Police Officers, shall be twelve (12) months.

3.2 Promotional Probation

An employee who has previously completed the requisite probationary period and is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee is dismissed during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

The probationary period for any employee who is promoted to a new job classification shall be a period of twelve months from the date of promotion.

Section 4. Disciplinary Action

Sworn and Non-Sworn Employees

The Police Chief is vested with the power to discipline sworn and non-sworn employees in accordance with Department regulations and State law (Sec. 3300 GC, et seq.). Such employees will be notified in writing of such disciplinary action and will have the right of appeal. Sworn employees who are discharged may appeal such action to a Hearing Board established through the provisions of Section 8.03c of the City Charter, or through the Grievance Procedure contained in Section 14 herein. If the Grievance Procedure is utilized, the grievance must contain the information required by the provisions of Section 14.2(2), and the grievance shall be processed beginning at Step 3. The discharged employee may not utilize both such procedures. Disciplinary actions other than discharge are subject to appeal only through the Grievance Procedure.

Section 5. Salaries

5.1 Salary Ranges

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

5.2 Salary Plan

Positions within the Albany Police Department have been placed on a step system, providing the merit increases after varying periods of service. The first step is the salary level at which entrance into the classification of work begins and the level at which it carries through the first year. Most positions are provided then with Step 2 through Step 5 to cover annual intervals in added expertise within the Department. The step indicated as Step 5 is the highest level to be attained on the salary schedule.

(1) Except as otherwise provided in this Memorandum of Understanding, permanent part-time employees shall be included in the provisions of this Memorandum of Understanding. Permanent part-time employees are those salaried employees who are regularly employed by the City and who are paid for one thousand (1,000) or more hours per calendar year.

5.3 Salary Payment

Pay day shall be every other Friday. When pay day falls on a holiday recognized in this Memorandum of Understanding, payment will be made on the last regular working day immediately preceding such holiday. Employees will receive pay checks on pay day no later than 1:00 p.m.

5.4 Compensation for Acting Sergeant

On any shift in which there is no Sergeant assigned to street duty, the Police Chief may designate a Police Officer to serve as Acting Sergeant. If such is the case, the Police Officer will receive an additional five percent (5%) of the employee's regular straight-time rate of pay for the time served as Acting Sergeant.

5.5 Identification Officer and Detective

Police Officers and Sergeants assigned to the positions of Identification Officer and Detective shall receive an additional four percent (4%) of the employee's regular straight-time rate of pay.

5.6 Field Training Officer

Employees who have been trained and certified by P.O.S.T. to act as Field Training Officers will receive an additional four percent (4%) of the employee's regular straight-time rate of pay for each day the employee performs Field Training Officer duties. Employees who have been trained to act as Training Officers for Police Communication Clerks will receive an additional four percent (4%) of the employee's regular straight-time rate of pay for each day the employee performs as a Communications Training Officer. Such additional four percent (4%) pay will not be considered in calculating overtime, or payment for sick leave, vacation or holiday time. Normal tax deductions, as well as PERS contributions, will be applicable. Appointment as a Field Training Officer will be at the sole discretion of the Chief of Police.

5.7 Reserve Coordinator Pay

Effective July 13, 1998, an employee assigned by the Police Chief as Reserve Officer Coordinator shall receive an additional four percent (4%) per month; provided, however, said employee is a participant in the City of Albany pension plan as defined in Chapter IX, Pensions, of the Albany City Charter.

5.8 Bilingual Pay

Upon the recommendation of the Department Head and the approval of the Personnel Manager, a person occupying a position designated by the City Council or City Administrator as requiring fluency in a language other than English, effective upon adoption of this Memorandum of Understanding, shall receive an additional Fifty Dollars (\$50.00) per month compensation. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

All employees occupying positions requiring bilingual skills will be tested for bilingual proficiency.

Any disputes concerning the testing procedure or test results of the bilingual pay plan shall be referred to the Personnel Manager whose decision shall be final.

5.9 Salary on Promotion

An employee who is appointed to a position in a classification allocated to a salary range for which the top step is higher than the top step of the classification which the employee formerly occupied, shall receive the nearest step within the new salary range which shall not be less than five percent more than his/her former step. Provided, however, that in no case shall the increased salary be more than the top step in the new range. Increases shall

be made effective on the effective date of the promotion, and for the purposes to further annual increases within the salary range the employee anniversary date shall be changed to the effective date of the promotion.

5.10 Re-Opener

In the event that the City of Albany receives revenues from a Public Safety Bond or a gaming license is issued by the City of Albany for a card room at Golden Gate Fields during the term of this Memorandum of Understanding, the City of Albany and the Albany Peace Officers' Association will re-open Section 5.1, Salary Ranges, and Section 12.6, Pensions, of this Memorandum of Understanding for the purpose of meeting and conferring about the amount of salary range increase, if any, the effective date of any such salary range increase, and to evaluate modifying the PERS contract for the City of Albany to add the reporting of the Employer Paid Member Contribution (EPMC) as "special compensation" for the members of this bargaining unit. The City and the APOA recognize that actions by either the federal or state governments may negatively impact the City's budget during the term of this Memorandum of Understanding and thereby limit the resources available to the City at the time of any such re-opener.

Section 6. Hours of Work

6.1 Normal Workweek and Workday

The normal workweek for employees occupying full-time positions shall consist of forty (40) hours to be worked within a seven (7) day period. The normal workday may consist of either eight (8) hours per shift worked over five (5) days, or ten (10) hours per shift worked over four (4) days. The normal workday shall include on-duty time for lunch when the operational needs of the department permit such a duty break. The Police Chief will have the responsibility for scheduling employees of the Police Department consistent with the foregoing.

Voluntary shift trading among employees, subject to supervisory approval and Fair Labor Standards Act regulations, is permissible.

6.2 Overtime

When an employee has worked in excess of the normal workweek as specified in Section 6.1 with authorization of the Police Chief or his designee, said employee may elect to be compensated either time off equivalent to one and one half (1-1/2) times the overtime hours worked or cash compensation at the rate of one and one half (1-1/2) times the regular hourly rate for all such overtime performed by said employee for the City.

6.3 Effect of Absence

In determining a normal day or week's work, any time taken as "absent without pay" in such day or week will first be worked as straight-time before premium rates are applicable. Sick leave, compensatory time off, vacation time, holidays, disability leave, death leave, or military leave may, with approval of the Police Chief or his designee, be taken without affecting these premium pay provisions.

6.4 Voluntary Shoots

Overtime provisions will not apply to employees when attending voluntary shoots. This time will be compensated on a straight-time basis, whether for compensatory time off or payment.

6.5 Minimum Reportable Periods

Minimum reportable periods of overtime will be one-half (½) hour, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period will be two hours. There shall be a minimum reportable period of four (4) hours when an employee is subpoenaed to give testimony while off duty about events arising out of his employment provided the time does not overlap his/her regular duty.

6.6 Race Track Detail

All time served by employees covered by this Memorandum of Understanding when assigned to the Race Track Detail at Golden Gate Fields shall be regarded as overtime and compensated at the appropriate rate as set forth herein.

6.7 Compensatory Time Off

(1) At the time of an overtime assignment, the employee will elect either to be paid for said time or to have the overtime entered into his/her compensatory time off account. Once overtime is entered into a compensatory time off account, it cannot be exchanged for pay, except when the employee leaves City service.

(2) In determining ability to take compensatory time off at a given time, due regard will be given to:

- a) the wishes of the employee;
- b) the date of application for a specific time off; and
- c) the seniority (in the event of multiple requests).

Compensatory time off will not be allowed at times when manning of the department is not possible without bringing in other personnel to meet minimum staffing requirements.

(3) Employees covered by this Memorandum of Understanding shall be allowed to accumulate one hundred and twenty (120) hours of compensatory time which is accrued at the rate of time and one-half (1-1/2) for overtime and straight time for holidays. Any covered employee may request one time annually in November of each year to receive cash to be paid by warrant for compensatory time earned in excess of eighty (80) hours.

(4) Compensatory time shall not be transferable among or between employees with the following exception. Each year each employee may contribute up to three (3) hours of earned compensatory time converted to equivalent hourly pay to a time bank for use

by a designated employee for purposes of attending training or conferences which support Association business objectives. Use of such compensatory time by the designated employee will be withdrawn based on his/her hourly rate of pay and is subject to the same conditions as for individual employee use of compensatory time.

Section 7. Holidays

In lieu of having time off for holidays, employees covered by this Memorandum of Understanding shall be entitled to additional compensation equivalent to one regular day of pay on the following holidays:

- 1) January 1
- 2) the third Monday in January
- 3) the second Monday in February
- 4) the third Monday in February
- 5) the last Monday in May
- 6) July 4
- 7) the first Monday in September
- 8) September 9
- 9) the second Monday in October
- 10) November 11
- 11) Thanksgiving Day
- 12) the day following Thanksgiving Day
- 13) and December 25.

As herein used, one regular day of pay will consist of compensation at the monthly rate of salary divided by 17.3334 for each such holiday. Employees may elect to have ten (10) hours compensatory time off for each holiday, in lieu of payment as noted above.

Permanent part-time employees as defined in Section 5.2 (1) of this Memorandum of Understanding will be paid on a pro-rated basis depending upon their designated hours of work, for the holidays defined in Section 7 above.

Should the State and Federal governments change the date on which any of the holidays are to be celebrated, the City's schedule shall be modified accordingly. However, if only one of these entities makes the change, no modification in the schedule will result.

Section 8. Sick Leave

8.1 Sick Leave Accrual, Accumulation and Usage

Permanent and probationary full-time employees will be entitled to a leave of absence for sickness, accident or childbirth with full pay to the extent of eight (8) hours for each calendar month employment with the City, accumulative to one thousand, four hundred eighty (1,480) hours.

Permanent and probationary part-time employees shall accrue sick leave in the same proportion as their scheduled and working hours per week relative to the standard workweek. The standard workweek is forty (40) hours. An example is as follows: if an employee works twenty-four (24) hours per week, he/she would receive  $24/40 = 60\%$  of that which an eligible full-time employee would receive. Permanent part-time employees may accrue up to one thousand, one hundred ten (1,110) hours sick leave.

When sick leave usage extends to more than three working days, the employee may be asked to provide the Police Chief with satisfactory medical evidence that the leave was necessary. When the Police Chief deems it necessary, the Police Chief or his designee has the right to investigate and determine the extent of the illness of any employee claiming benefits under this Section.

In computing sick leave, no sick leave shall be earned during leaves of absence without pay or during disciplinary action.

8.2 Family Illness Leave

A maximum of eighty (80) hours of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of illness or disability affecting the employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, dependents of the employee, or others at the discretion of the Police Chief.

8.3 Pay for Unused Sick Leave upon Retirement

Upon retirement from regular City service, an employee will be entitled to be paid for one-quarter (1/4) of the accumulated sick leave on the books at the time of such retirement and at his regular salary on said retirement date.

Local safety members shall have the remaining sick leave reported to PERS for retirement service credit of unused sick leave in accordance with Government Code section 20862.8.

Section 9. Vacations

9.1 Vacation Amounts

Employees will be entitled to vacation time off with pay in accordance with the following schedule:

<u>Anniversary Year of Service (*)</u>	<u>Working Days Vacation</u>
First	Accrue 4.01 hours per pay period. No vacation entitlement.
Second through Fourth	Accrue 4.01 hours per pay period.
Fifth through Ninth	Accrue 5.54 hours per pay period.

Tenth through Fourteenth	Accrue 6.16 hours per pay period.
Fifteenth through Nineteenth	Accrue 6.78 hours per pay period.
Twentieth and Thereafter	Accrue 7.38 hours per pay period.

Such vacation will be without loss of pay, benefits, or privileges.

Permanent part-time employees as defined in Section 5.2 (1) of this Memorandum of Understanding shall accrue vacation in an amount proportionate to the ratio of scheduled hours of work per week to the standard workweek, but in no case shall the number of days of vacation accrued per year exceed those days allowed by Section 9.2. The standard workweek is forty (40) hours. An example of how this work is as follows: if an employee works twenty-four (24) hours per week he/she would receive  $24/40 = 60\%$  of that which an eligible full-time employee would receive.

\* Conversion to anniversary year of service effective January 1, 1996.

## 9.2 Miscellaneous Requirements

- (1) Where possible, vacation leave will be taken at one time in order that the eligible employee may return to work physically and mentally refreshed. However, the Police Chief may permit a modification of this requirement in his sole discretion.
- (2) The time at which an employee takes his vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.
- (3) Employees may change vacation leave to sick leave, with approval of the Police Chief, in the event an employee on vacation becomes ill to the point that the Police Chief is convinced the employee would not normally be capable of performing his duties were he at work.
- (4) Where the total vacation accrual ends with a fraction of a working day, the vacation amount will be completed to the nearest one-half ( $1/2$ ) hour.
- (5) In computing vacation leave, no vacation shall be earned during leaves of absence without pay or during disciplinary action.
- (6) If an employee is unable to take his scheduled annual vacation because of circumstances within the department or for personal reasons, such annual vacation may be allowed at a later date when convenient to the department. This will allow the consideration by the City of a request from an employee to carry over vacation solely for

the convenience of the employee to facilitate a longer vacation period in a subsequent year, providing the Police Chief agrees that such carry-over can be accommodated within the department without adversely affecting the department's capability of carrying on its functions, and the Administrative Officers approves such request for vacation carry-over.

The maximum allowable vacation accrual will be two hundred and ninety (290) hours as of December 31 of each year. Employees may accrue more than two hundred and ninety (290) hours during the calendar year provided that the employee's accrual is not more than two hundred ninety (290) hours by December 31st of each year. Should an employee have an accrual in excess of two hundred ninety (290) hours on any December 31st, such employee will not accrue any further vacation until his/her accrual is at two hundred and ninety (290) hours.

By November 1st of each year, an employee nearing or over two hundred and ninety (290) accrued hours may request accrual beyond two hundred and ninety (290) hours effective December 31st if he/she feels his/her timely requests for vacation have been repeatedly and unreasonably denied. Each case will be considered individually and the Police Chief, with approval of the City Administrator, may authorize accrual beyond two hundred and ninety (290) hours in such cases where it is determined that the employee has made a good faith effort to take vacation but was unable to do so because of the department's vacation policy.

(7) Any employee retiring or separating from City service for any cause will be compensated for his/her current vacation balance at his/her current salary at time of employment separation.

## Section 10. Paid Leaves

### 10.1 Disability Leave

Non-sworn employees shall be eligible to receive Disability Leave not to exceed one year in duration, at seventy-five percent (75%) of gross salary, subject to the following terms and conditions:

(1) Paid Disability Leave will be granted only in the event that the employee is rendered incapable of rendering his/her duties by reasons of bodily injury or other illness received in the direct course and scope of his/her employment. For the purpose of definition with respect to this subsection, direct course and scope of employment, occurring outside the State of California can only be accomplished through the direct assignment of an employee by the Police Chief for such out-of-state duty. The voluntary response by an otherwise off-duty employee to a police situation in another state will not constitute "direct course and scope of employment."

(2) Any compensation insurance payment received by such an employee during the period of any sick leave, or during injury compensation leave pursuant to this subsection,

will be paid over to the City immediately upon receipt by such employee. The foregoing does not apply to privately obtained insurance to which the City does not contribute.

(3) The period of disability leave of one year as provided in this subsection is defined to mean one calendar year and does not mean one year computed by totaling the number of working days.

(4) No persons pensioned will be eligible for the benefits provided by this subsection.

(5) In the event that an employee's injury results from the carelessness of a third party, the City will have the same right of a subrogation for reimbursement of salary paid as does the City's compensation carrier under the Labor Code of the State.

(6) The City has the right to have any employee claiming the benefits of this subsection examined by a mutually acceptable, licensed, practicing physician in the State of California, for the purpose of ascertaining such employee's inability to perform his duties. In the event that such mutually agreed upon physician certifies that such employee is capable of performing his duties, such certification will be conclusive and disability leave under the provisions of this subsection will cease as of the date that such employee is deemed to have been capable of carrying out his regularly assigned duties.

#### 10.2 Bereavement Leave

The Police Chief may grant a leave of absence with pay for up to seven (7) calendar days in the event of the death of a member of the employee's immediate family. In special cases, at the discretion of the Police Chief, death leave may be granted to attend the funeral or memorial service of persons not included within the immediate family. Immediate family is defined as spouse, child (including an adopted, foster or stepchild), parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or anyone who has acted in the capacity of an immediately family member.

#### 10.3 Military Leave

Military leave will be granted in accordance with minimum requirements of the statutes of the State of California and applicable federal laws.

#### 10.4 Jury Duty Leave/Responding To A Subpoena

Any employee called for service as a juror, or under a subpoena in a criminal case, will be granted a leave for that period required by the courts. During such period of leave, the employee will be entitled to normal pay; however, he will remit to the City, the jury or witness fee (excluding mileage allowance) received by the employee for jury or witness duty while on such full pay status with the City.

### Section 11. Catastrophic Leave Program

Permanent employees represented by the Association may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if

she/he has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or disability.

- a) The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Administrator or designee.
- b) The recipient employee is not eligible so long as she/he has paid leaves available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- c) The recipient employee must provide a medical verification which meets the criteria above and prognosis.
- d) A recipient employee is eligible to receive a maximum of two hundred forty (240) hours of donated time per incident. Requests for exceptions to this limit may be submitted to the City Administrator or designee whose decision shall be final and not subject to the grievance procedures.
- e) Donations shall be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount; the City recommends the donor employee retains at least forty-eight (48) hours of vacation. Compensatory time off may be donated in whole hour increments and without limit. Sick leave and other leaves not specifically authorized above may not be donated. Donations may be made only from individuals whose positions are represented by the Association.
- f) Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
- g) Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- h) The determination of an employee's eligibility for Catastrophic Sick Leave donations shall be at the City Administrator's or designee's sole discretion with concurrence by the Police Chief, and shall be final and not subject to the grievance procedures.

## Section 12. Clothing & Safety Equipment Allowance

### 12.1 Clothing Allowance

All employees covered by this Memorandum of Understanding will receive an annual clothing allowance of Seven Hundred Dollars (\$700.00). The clothing allowance is payable twice a year with a regular paycheck, and noted on the pay stub, for the first pay

period in December and the first pay period in June, representing payment for the prior six (6) month period. Deductions will be made only for pension/PERS. Employees not employed for the full six (6) month period will be entitled to a prorated share of the six (6) month allowance.

#### 12.2 Safety Equipment Allowance

In consideration of safety equipment needs for sworn employees, for safety equipment consisting of handgun, handcuffs, leather goods, baton, rain gear, helmet, safety shoes, flashlight (including batteries and bulbs), and accessories, the City will provide a safety equipment allowance. Effective January 1, 1993, for new employees, the City will pay up to Seven Hundred Dollars (\$700.00) as reimbursement for receipted purchases of such safety equipment, and up to One Hundred Fifty Dollars (\$150.00) per year for receipted repairs or replacement of such safety equipment. For employees hired before December 30, 1993, the City will pay up to One Hundred Fifty Dollars (\$150.00) per year for receipted repairs or replacement of such safety equipment. Funds not utilized in a particular year may be carried forward to a subsequent annual period. The maximum account per eligible employee shall be Six Hundred Fifty Dollars (\$650.00).

In addition to the safety equipment identified above, a sworn employee may receive reimbursement for receipted purchases of other safety or duty-related equipment, subject to the recommendation of the Police Chief and approval of the City Administrator. Any such reimbursements are subject to the dollar caps and limitations specified above.

Equipment referred to above will remain the property of the individual employee, and employees will be responsible to maintain all equipment in a safety and operable condition and to ensure its capability to meet departmental requirements.

#### 12.3 Bulletproof Vests

Sworn employees will be reimbursed for receipted purchase of a replacement-as-needed bulletproof vest up to Five Hundred Seventy-five Dollars (\$575) payable once every five years. A Vest Replacement Review Team consisting of one representative from the Association and one representative from the City will meet annually during 1995, and 1996 to review the vest replacement needs of current sworn employees. This Team will determine which sworn employees are in need of vest replacement for each year up to a maximum of one-third (1/3) of current sworn employees being eligible for vest replacement in any one year.

### Section 13. Insurance and Pension

#### 13.1 PERS Medical

Employees working and/or scheduled to work a minimum of 1,000 hours per fiscal year have the option of becoming members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The City's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be sixteen dollars and no cents (\$16.00).

All employees who have retired with the City may participate in the PERS Health Plan at his/her own expense. The City shall contribute One Dollar (\$1.00) per month on behalf of each eligible retired employee.

13.2 Flexible Benefits Plan

Employees working and/or scheduled to work a minimum of 1,000 hours per fiscal year may participate in the flexible benefits plan.

The City shall offer an Internal Revenue Code Section 125 Plan which contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Effective July 1, 1995 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$165.73
Employee plus one	340.81
Employee plus two or more	458.55

Effective January 1, 2001 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$200.00
Employee plus one	400.00
Employee plus two or more	500.00

Effective January 1, 2002 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$225.00
Employee plus one	425.00
Employee plus two or more	525.00

Effective January 1, 2003 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$251.00
Employee plus one	451.00
Employee plus two or more	551.00

Effective January 1, 2004 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$279.00
Employee plus one	479.00

Employee plus two or more 579.00

Effective January 1, 2005 the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

Employee Only	\$308.00
Employee plus one	508.00
Employee plus two or more	608.00

The City's monthly flexible benefits plan shall be pro-rated for permanent, part-time employees.

An employee may use any and all such funds toward the cost of employer-provided PERS Medical health insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

13.3 Deferred Compensation in Lieu of PERS Medical

An employee eligible for PERS Medical who opts to waive participation because the employee has health plan coverage as a result of being an eligible dependent shall have a City contribution of the employee only flexible benefits plan rate and the City's PERS medical rate contributed into the City's deferred compensation plan. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage and shall provide proof of health plan coverage for him/herself which shall be confirmed annually before January 1 of each year.

13.4 Dental Insurance

(1) Effective October 1, 2000 the City agrees to contribute one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents. Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rated dental benefits based on scheduled work hours and the remaining dental premium shall be deducted from the employee's first payroll check for the following month's coverage.

(2) The City will contribute up to seven thousand seven hundred sixteen dollars (\$7,716.00) for each fiscal year into a fund to provide reimbursement for employees' receipted costs for orthodontia expenses over the dental payment limit of one thousand five hundred (\$1,500.00). Eligible employees can be reimbursed up to five hundred dollars (\$500.00) per individual per lifetime for orthodontia upon proof of expense and limit reached on primary and secondary insurance. Reimbursement will be at the same percentage rate as the dental coverage (currently sixty percent [60%]). For an employee to reach the maximum dental coverage, expenses will have to exceed two thousand five hundred dollars (\$2,500.00) ( $\$2,500 \times 60\% = \$1,500$ ). Maximum reimbursement can be

attained by having orthodontia costs equaling or exceeding three thousand three hundred thirty-three dollars and thirty-three cents (\$3,333.33) ( $\$3,333.33 \times 60\% = \$2,000.$ ).

The orthodontia reserve account will be on a first come first serve basis. If funds are unavailable in one fiscal year, expenses may be submitted in the next fiscal year.

13.5 Life Insurance

Employees working and/or scheduled to work a minimum of 1,000 hours per fiscal year will be insured under a group policy paid by the City in the amount of \$20,000 life insurance, and \$20,000 accidental death and dismemberment insurance. Coverage will cease at the termination of employment, with the employee having the right to convert to an individual insurance policy without taking a medical examination, and without any evidence of insurability. Employees may purchase additional life insurance in accordance with the insurance plan's rules.

13.6 Workers' Compensation

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. A portion of this benefit may be through self-insurance on behalf of the City and portions through insurance carriers. In some instances, the City may provide benefits above and beyond those required by the statutes under Workers' Compensation, through Ordinance provisions. Should these areas of insurance be covered by an outside insurance carrier, paid for by the City, any compensation payments from such carrier will be paid to the City by the employee.

13.7 Pensions

(1) Employees who entered City service prior to July 1, 1971 will be eligible for retirement benefits as set forth in Section 9 of the Albany City Charter.

(2) Non-sworn employees will be provided the PERS retirement program in the same fashion and to the same extent as the PERS retirement program that the City provides employees represented under the Memorandum of Understanding with United Public Employees Local 790, SEIU, AFL-CIO.

(3) The City will continue to subscribe to the PERS 2% at 50 retirement formula for sworn employees, excluding the Police Communication Clerk, Parking Enforcement Officer and those employees participating in the City Plan in accordance with (1) hereinabove.

Effective January 9, 2004, the City shall subscribe to the PERS 3% at 55 retirement formula for police safety employees, excluding the Police Communications Clerk, Parking Enforcement Officer and those employees participating in the City Plan in accordance with (1) hereinabove.

The City will continue to pay seven percent (7%) of the non-sworn employee's share of retirement costs or obligations in the Public Employee's Retirement System. The City will continue to pay nine percent (9%) of the sworn employee's share of retirement costs or obligations whether the Public Employees' Retirement System or the City of Albany's Retirement system. Funds represented as the City's payment of an employee's retirement contribution obligation shall be regarded for all purposes the same as if the employee made a direct contribution to either the PERS or the City's Retirement System.

If, during the term of this current agreement, the City subscribes to the PERS 3% at 50 retirement formula for fire safety members, then the City agrees to subscribe for the same benefit for the police safety members at the same costs to the employer as the fire safety members. Prior to implementation the City and the APOA agree to meet and confer on the costs and implementation of the benefit. Should the City and APOA reach impasse, up to and including mediation only, the City shall maintain the 3% at 55 retirement formula for police safety members in accordance with the provisions of this section.

(4) The City has contracted with the Public Employees' Retirement System to allow unused sick leave accumulated by a safety employee to be credited towards retirement service credit under the provisions of Section 20965 of the Government Code of California.

(5) Effective June 28, 1999 the City will, for each PERS local safety police member, report to PERS the 9% Employer Paid Member Contribution (EPMC) as special compensation.

(6) Effective as quickly as permitted by PERS following ratification and adoption of this Memorandum of Understanding, the City shall contract with PERS to provide the Single Highest Year benefit calculation in accordance with PERS Section 20042 to police safety members.

#### 13.8 Long Term Disability

The City provides a long term disability plan for permanent non-sworn employees represented by this Association in the same fashion and to the same extent as the long term disability insurance plan which the City provides employees represented under the Memorandum of Understanding with United Public Employees Local 790, SEIU, AFL-CIO; any reduction in benefits will be subject to meet and confer.

#### 13.9 Social Security

Non-sworn employees will have coverage under Federal Social Security in accordance with the provisions of the law. This system requires contributions by both the employee and the City in accordance with schedules provided by the Federal Government.

#### 13.10 Changes in Federal or State Laws

If, pursuant to any Federal or State law enacted subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital, medical or dental benefits to be provided to employees, the City shall have the right to reopen this Memorandum of Understanding only with respect to such hospital, medical or dental benefits and the City's financial obligations therefor.

#### 13.11 1959 Survivor Benefits

The City has implemented for police safety employees, the Section 1959 Survivor Benefits, as defined in PERS Section 21382.4, Third Level of 1959 Survivor Benefits. Each sworn employee shall contribute ninety-three cents per pay period as required by PERS regulations.

Effective January 11, 2001 or promptly following ratification and adoption of this Memorandum of Understanding, whichever is later, the City shall amend its contract with PERS to provide to police safety employees the Fourth Level of 1959 Survivor Benefits as defined in PERS Section 21574. Each police safety employee shall contribute ninety-three cents per pay period as required by PERS regulations.

### Section 14. Reduction in Force and Reemployment

#### 14.1 Layoff Procedure

Should it become necessary in the City's judgement due to lack of funds to reduce the number of employees, non-sworn employees will be laid off, if at all possible, prior to sworn employees. Within classifications scheduled for layoff, employees with greater seniority in rank with the department will be retained over employees with less seniority in that rank. Employees scheduled for layoff may displace employees in lower paid classifications, providing that (1) the employee meets the requirements of the position being considered, or (2) the employee has served in the class being considered. Employees who are laid off have the option of being paid for unused vacation leave or keeping such leave on account with the City until the employee is rehired.

#### 14.2 Notice of Layoff

The City will notify the Association at least thirty (30) calendar days prior to laying off employees of the classifications within which reductions will be required. Employees to be laid off will receive written individual notice of layoff as soon as possible, but at least thirty (30) calendar days prior to layoff.

#### 14.3 Callback

An employee laid off or demoted in lieu of layoff will be placed on a re-employment list in order of seniority and will remain on such list for a period of up to two (2) years. At the end of the initial two (2) year period, the employee may request an extension of two (2) years, in which case the employee will submit to the City a copy of a current (not more than 30 days old) multi-phasic or equivalent physical examination. The City will pay the cost of such an examination. If the examination shows that the employee is physically fit to continue as a sworn officer, he will remain on the list for an additional

two (2) years. The re-employment list will be used to fill vacancies in those classifications on the list prior to hiring from the outside.

The City will notify a laid off employee, as well as the Association, of callback after layoff by certified mail to the employee's last address of record. It is the responsibility of a laid off employee to keep the City informed as to current address and telephone number. The employee has ten (10) working days after receipt of notice in which to notify the City in writing of his acceptance or rejection of the City's offer. In the event the offer is made for a lesser position, and the employee rejects the offer, the employee will remain in his position on the callback list. If the offer is made for the same position at the same or higher salary and the employee rejects the offer, the employee will be dropped from the callback list. If no response is received from the laid off employee within ten (10) working days from the date of receipt of notice or attempt to deliver, the City will contact the next employee, if any, on the list. Acceptance of a lesser position will not result in removal from the callback list, and the provisions of this paragraph will still apply.

Employees hired following layoff will be considered as having been on leave without pay for the period of layoff and will be reinstated to their employment status prior to the layoff. A rehired employee will be paid at the current rate for the position to which rehired. If an employee is downgraded as a result of lack of funding, that employee will have the first opportunity for the position he last held if it becomes vacant, so long as the employee is a member of the Police Department.

## Section 15. Grievance Procedure

### 15.1 Definition

A grievance is any dispute which involves a claimed violation, the interpretation or application of any provision of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and/or working conditions. A grievant may be an employee covered by this Memorandum of Understanding, any group of employees, all of whom are covered by this Memorandum or Understanding, or the Association.

### 15.2 Procedure

A grievance shall be processed in the following manner:

#### Step 1.

Within fourteen (14) calendar days (except in the case of disciplinary action) of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

### Step 2.

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the Police Chief within twenty-eight (28) calendar days of the event or discovery of the event giving rise to the grievance. The written grievance shall be presented on a form provided by the City and shall contain the following:

- a) Name of Grievant(s)
- b) Class Title(s)
- c) Department
- d) Mailing Address(es)
- e) A clear statement of the nature of the grievance (citing applicable sections of this Memorandum of Understanding or rules, regulations, resolutions, ordinances or existing practices)
- f) The date(s) on which the event(s) giving rise to the grievance occurred
- g) A proposed solution to the grievance
- h) The date of execution of the grievance form
- I) The signature of the grievant(s)
- j) The signature of the Association representative, if the Association is representing the employee
- k) The date of the discussion meeting in Step 1 and the name of the supervisor involved.

The Police Chief will investigate the grievance and confer with the Grievant(s) in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of the written grievance. The Police Chief will thereafter issue his decision regarding the grievance in writing within twenty-one (21) calendar days of receipt of the written grievance.

### Step 3.

If the grievance is not resolved by the Police Chief's decision in Step 2, the Grievant may appeal the written grievance to the Municipal Employee Relations Officer within fourteen (14) calendar days of receipt of the Police Chief's decision in Step 2. The Municipal Employee Relations Officer will investigate the grievance, confer with persons affected and their representatives within fourteen (14) calendar days of receipt of the written grievance and render a decision in writing within twenty-one (21) calendar days of receipt of the written grievance.

### Step 4.

If the grievance is not resolved by the decision of the Municipal Employee Relations Officer in Step 3, the grievance may be appealed to the City Council, by providing written notice of appeal to the Municipal Employee Relations Officer within fourteen (14) calendar days of receipt of the decision of the Municipal Employees Relations Officer in Step 3. The grievance will be considered by the City Council within four (4) regular council meetings following receipt of the appealed grievance. The City Council

will render its decision in writing within two (2) regular council meetings after considering the grievance, and the Council's decision shall be mailed to the Grievant at the address shown on the grievance form. The decision of the City Council shall constitute the final decision on the grievance, unless the Association agrees to appeal the grievance to Step 5.

Step 5.

Only the Association may appeal the decision of the City Council in Step 4. Such an appeal shall be to an arbitrator selected by mutual agreement by the City and the Association and shall be filed with the Municipal Employee Relations Officer by the Association within thirty (30) calendar days of the date of the City Council's decision in Step 4.

In the event the City and the Association are unable to agree upon an arbitrator, a list of five (5) names will be obtained from the State Conciliation Service from which each party may alternately eliminate one (1) name until a single name remains.

The decision of the arbitrator shall be final and binding on all parties, except as follows:

- a) If any part of the arbitrator's decision requires the expenditure of unbudgeted funds, that part of the decision will be subject to ratification by the City Council; the remainder of the arbitrator's decision will be final and binding.
- b) If the City Council finds that the decision was procured by corruption, fraud, or other undue means; misconduct by the arbitrator; the arbitrator exceeds his power and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted; the arbitrator refused to postpone the hearing for sufficient cause; the arbitrator refused to hear evidence material to the controversy; or by other conduct of the arbitrator contrary to the provisions of California Code of Civil Procedure, Title 9 "Arbitration", Sections 1280 - 1294.2, inclusive.

15.3 General Conditions

- a) The Municipal Employee Relations Officer will act as a central repository for all grievance records.
- b) Any time limit may be extended only by mutual agreement in writing.
- c) An aggrieved employee may be represented by an Association representative at any stage of the proceedings. Both employee and representative will be entitled to attend proceedings without loss of compensation, should such proceedings conflict with normal working hours.

- d) Failure on the part of the City or grievant(s) to appear in any case before the City Council, without good cause, will result in forfeiture of the missing party's case.
- e) Proposals to add to or change this Memorandum of Understanding or written agreement in addenda supplementary hereto shall not be considered under this Section, and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be considered under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- f) Grievances involving disciplinary action taken against an employee shall be filed initially at Step 3 in writing with the Municipal Employee Relations Officer within seven (7) calendar days of the date the employee was notified of such action. Grievances involving reprimands may not be processed beyond Step 3.
- g) Failure by the grievant or the Association to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant or the Association to initiate or appeal a grievance, and in the case of an appeal, the last answer to the grievance shall be deemed to be the resolution of the grievance. Failure on the City to respond to the grievance within the prescribed time limits shall automatically move the grievance to the next step.
- h) The City and the Association shall each bear the cost of preparing and presenting its case to the Arbitrator. The cost of the arbitrator, court reporter (if mutually agreed upon), and other expenses incidental to the arbitration shall be shared equally by the parties.

Section 16. Educational Incentives

16.1 Incentive Program

Designated City of Albany employees within the Police Department are eligible for and subject to the following educational and training incentive program.

To be eligible for incentive pay, college or advanced degrees must be attained from schools accredited by the Western Association of Schools and Colleges.

Effective July 1, 1995 all current Police Communication/Officer Clerks, Sergeants, and Lieutenants and all Police Communication/Officer Clerks, Sergeants, Lieutenants, and Police Officers hired after July 1, 1995, shall be eligible for the following:

Police Communication Clerk:

AA/AS Degree = 1%

BA/BS Degree = 2%

MA/MS Degree = 3%

Police Officers or Police Officer-Clerk:

AA/AS Degree or Intermediate POST Certificate = 1%

BA/BS Degree or Advanced POST Certificate = 2%

MA/MS Degree = 3%

Sergeant:

BA/BS Degree or Advanced POST Certificate or Supervisory POST Certificate = 2%

MA/MS Degree = 3%

Lieutenant:

BA/BS Degree + Advanced POST Certificate = 2%

MA/MS Degree or Management POST Certificate = 3%

16.2 Educational Reimbursement

The City will contribute Five Thousand Five Hundred Dollars (\$5,500.00) for each year of this Memorandum of Understanding, into a fund to provide reimbursement for one hundred percent (100%) of employees' receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. Reimbursement will be limited to a maximum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per employee per fiscal year, and to full-time employees only. Effective July 1, 2003, the maximum reimbursement per full-time employee per fiscal year shall be One Thousand Five Hundred Dollars (\$1,500.00).

In order to be reimbursed for such costs, the employee should submit the request for reimbursement prior to beginning the program/class to the employee's Department Head for approval by the City Administrator; and the employee must attain a passing grade of "C" or better, or a "pass" in a pass/fail program. For programs where a passing grade is not provided, presentation of a certificate of completion will be required. Unused funds will not be carried over into the next fiscal year.

Section 17. City Rights

The rights of the City, include but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 18. Savings Clause

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

Section 19. General Provisions

19.1 Gender

Whenever the masculine gender is used in this Memorandum of Understanding it shall include the feminine and the neuter.

19.2 Residency Requirement

Sworn employees and the Police Communication Clerks covered by this Memorandum of Understanding must reside not more than thirty-five (35) air miles from the intersection of San Pablo and Marin Avenues in the City of Albany within six (6) months of certification of permanent appointment.

19.3 Payroll Deductions for Credit Union

Upon execution of the necessary form available in the Finance Department, employees will have the opportunity to authorize payroll deductions to the City and County Employee Credit Union of Alameda County for savings deposits, share purchases, and/or payments on loans.

19.4 Travel

City vehicles will be used wherever available at the discretion of the Police Chief or his designee. No reimbursement will be authorized when a City vehicle is provided to the employee.

19.5 Use of Private Automobiles

Employees will obtain prior authorization from the Chief of Police or his designee prior to embarking on a trip for which reimbursement will be requested. Upon approval of the trip by the Chief of Police or his designee, the City will pay the employee the then-current Internal Revenue Service (IRS) rate per road mile for any trip which involves the use of the employee's automobile or other vehicle. This provision applies to vehicles operated by employees of the Albany Police Department. Police Department employees who use their vehicles in the normal course of City business will be covered under insurance policy(s) provided by the City. For the purpose of computing mileage for reimbursement, trip mileage will start at the Police Department and end on return to the Police Department. However, if an employee's residence is closer to the destination of the trip, he may proceed directly in route to the destination, without first reporting in

person to the Police Department, provided he first notifies the Department of such intent, and provided the trip itself has already been authorized. The employee will then be entitled to request reimbursement as though he had actually started the trip from the Police Department and ended the round trip at the Police Department, for the purpose of computing trip mileage.

Requests for reimbursement will be made when the employee returns to work when the employee has not started or ended the trip at the Police Department, and will be made before the end of the following shift if the employee started and ended the trip at the Police Department.

Employees agree to take all reasonable steps to share vehicles in order to minimize cost to the City (car pooling). Mileage will be paid to the owner of the vehicle used.

19.6 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of the Association to conduct Association business and to engage in meet and confer sessions with official representatives of the Police Department and the City of Albany.

19.7 Promotions

When a vacancy occurs within the City services, that vacancy will be posted for at least two (2) weeks to allow other City employees to apply for the position.

19.8 Personnel Rules and Regulations

The "1979-80 Personnel Rules and Regulations" do not apply to employees covered by this Memorandum of Understanding, and the City shall have the right to rescind such document during the term of this Memorandum of Understanding.

Section 20. Scope of Memorandum of Understanding

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

It is understood and agreed that any benefits and/or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the City and the Association meet and confer.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

Section 21. Duration

This Memorandum of Understanding shall be effective October 1, 2000, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including March 31, 2005 and shall continue thereafter from year to year unless at least ninety (90) days prior to the first day of April 2005, or to the first day of April of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2001.

ALBANY PEACE  
OFFICERS' ASSOCIATION

CITY OF ALBANY

By \_\_\_\_\_  
Bill Palmini  
Negotiating Committee Chair

By \_\_\_\_\_  
Beth Pollard  
City Administrator

By \_\_\_\_\_  
Karan Alveraz  
Negotiating Committee Member

By \_\_\_\_\_  
Marc Fox  
Personnel Manager

By \_\_\_\_\_  
David Bettencourt  
Negotiating Committee Member

By \_\_\_\_\_  
Robert Christianson  
Negotiating Committee Member

Ratified by the City Council:  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Jacqueline Bucholz  
City Clerk

SIDE LETTER OF AGREEMENT

The parties agree to establish a Retiree Dental Task Force to explore the opportunities for retirees to continue group dental insurance plan participation beyond the COBRA period. Any such opportunities will be one hundred percent (100%) funded by the participating retirees and their insured eligible dependents. The City may appoint three members to the Task Force. The APOA may appoint three members to the Task Force of which at least one member must be a retired City of Albany employee. One of the APOA's appointed members shall serve as the chairperson of the Task Force. The Task Force shall issue its report to the APOA Executive Board and the City Administrator no later than one hundred twenty (120) days period to the expiration of the MOU.

ALBANY PEACE  
OFFICERS' ASSOCIATION

CITY OF ALBANY

By \_\_\_\_\_  
Bill Palmini  
Negotiating Committee Chair

By \_\_\_\_\_  
Beth Pollard  
City Administrator

By \_\_\_\_\_  
Karan Alveraz  
Negotiating Committee Member

By \_\_\_\_\_  
Marc Fox  
Personnel Manager

By \_\_\_\_\_  
David Bettencourt  
Negotiating Committee Member

By \_\_\_\_\_  
Robert Christianson  
Negotiating Committee Member

Appendix A

- A. Effective October 4, 1999, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain (*)					7145
Lieutenant	5403	5673	5957	6255	6568
Sergeant	4697	4932	5179	5438	5710
Police Officer	3869	4062	4265	4478	4702
Police Officer Clerk	3391	3561	3739	3926	4122
Communications Clerk	3053	3206	3366	3534	3711
Parking Enforcement Officer	15.88	16.67	17.50	18.38	19.30

- B. Effective October 2, 2000, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step</u>
Captain (*)					7360
Lieutenant	5567	5845	6137	6444	6766
Sergeant	4839	5081	5335	5602	5882
Police Officer	3985	4184	4393	4613	4844
Police Officer Clerk	3494	3669	3852	4045	4247
Communications Clerk	3145	3302	3467	3640	3822
Parking Enforcement Officer	16.35	17.17	18.03	18.93	19.88

- C. Effective October 1, 2001, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain (*)					7581
Lieutenant	5733	6020	6321	6637	6969
Sergeant	4984	5233	5495	5770	6058
Police Officer	4105	4310	4525	4751	4989
Police Officer Clerk	3599	3779	3968	4166	4374
Communications Clerk	3239	3401	3571	3750	3937
Parking Enforcement Officer	16.85	17.69	18.57	19.50	20.48

D. Effective September 30, 2002, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain (*)					7809
Lieutenant	5906	6201	6511	6837	7179
Sergeant	5134	5391	5661	5944	6241
Police Officer	4229	4440	4662	4895	5140
Police Officer Clerk	3707	3892	4087	4291	4506
Communications Clerk	3336	3503	3678	3862	4055
Parking Enforcement Officer	17.35	18.22	19.13	20.09	21.09

E. Effective September 29, 2003, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Captain (*)					8160
Lieutenant	6172	6481	6805	7145	7502
Sergeant	5365	5633	5915	6211	6522
Police Officer	4418	4639	4871	5115	5371
Police Officer Clerk	3874	4068	4271	4485	4709
Communications Clerk	3486	3660	3843	4035	4237
Parking Enforcement Officer	18.13	19.04	19.99	20.99	22.04

(\*) This position is shown for retirement purposes only.

Memorandum of Understanding  
Between  
City of Albany  
and  
Albany Peace Officers' Association

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October 1, 2000 – March 31, 2005

Memorandum Of Understanding  
Albany Peace Officers' Association

Effective October 1, 2000 through March 31, 2005

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**CITY OF ALBANY  
CITY COUNCIL AGENDA  
STAFF REPORT**

Agenda Date: March 19, 2001

Date Prepared: March 9, 2001

Reviewed by \_\_\_\_\_

**Subject:** Approving the Memorandum of Understanding between the City of Albany and Albany Peace Officers' Association (APOA).

**Resolution #01-18:** A Resolution of the City Council of the City of Albany Approving the Memorandum of Understanding between the City of Albany and Albany Peace Officers' Association (APOA).

**Report By:** Marc Fox, Personnel Manager

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**STAFF RECOMMENDATION**

Approve Resolution #01-18 a Resolution of the City Council of the City of Albany approving the Memorandum of Understanding between the City of Albany and Albany Peace Officers' Association (APOA).

**DISCUSSION/ANALYSIS**

The City of Albany and representatives of the Albany Peace Officers' Association (APOA) have met and conferred in good faith, and have reached agreement on the attached Memorandum of Understanding. The Memorandum of Understanding is the collective bargaining agreement between the City of Albany and the APOA and includes salary increases, benefit modifications, and other changes to the terms and conditions of employment. The term of the Memorandum of Understanding shall be effective October 1, 2000 through March 31, 2005. The APOA membership has ratified the proposed agreement.

**FINANCIAL IMPACT**

Funds are budgeted within the City's approved operating budget for fiscal year 2000/2001. The operating budget for subsequent fiscal years will not be developed until this spring and early summer; however, the funding is within the allocation in the City's current five-year fiscal forecast.

Increases to salaries, benefits, and retirement plans cost the City approximately \$1,233,783.45 during the 4-1/2 year agreement. Of this total, approximately \$1,008,442.48 are additional general fund costs and the balance of approximately \$225,340.97 are draw-downs from the existing PERS surplus funds. Fiscal Year 2000/2001 (October 1, 2000 through June 30, 2001) increased costs are approximately \$60,124.26.