

**COLLECTIVE BARGAINING AGREEMENT**

*between*

*The City of Albany, Oregon*

*and*

*The Albany Police Association*

*July 1, 2014*

*through*

*June 30, 2017*

## TABLE OF CONTENTS

	<u>Page Number</u>
PREAMBLE.....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 MANAGEMENT RIGHTS.....	1
ARTICLE 3 CITY SECURITY .....	2
ARTICLE 4 ASSOCIATION SECURITY .....	2
ARTICLE 5 SERVICE FEES AND CHECK OFF.....	2-3
ARTICLE 6 ASSOCIATION BUSINESS.....	3
ARTICLE 7 BULLETIN BOARDS AND ELECTRONIC MAIL .....	4
ARTICLE 8 SPECIAL CONFERENCES .....	4
ARTICLE 9 DISCIPLINE AND DISCHARGE.....	5-7
ARTICLE 10 GRIEVANCE PROCEDURE .....	7-8
ARTICLE 11 DRUG & ALCOHOL TESTING.....	8-9
ARTICLE 12 NEW HIRE TRAINING AND PROBATIONARY PERIODS .....	10
ARTICLE 13 PERSONNEL RECORDS .....	10
ARTICLE 14 LAYOFF .....	10-11
ARTICLE 15 SENIORITY .....	11-12
ARTICLE 16 HOURS OF WORK AND OVERTIME.....	12-16
ARTICLE 17 WAGES.....	16-17
ARTICLE 18 RETIREMENT.....	17
ARTICLE 19 MEDICAL, VISION, AND DENTAL INSURANCE .....	17-18
ARTICLE 20 DEFERRED COMPENSATION .....	18
ARTICLE 21 LIFE INSURANCE.....	18
ARTICLE 22 LONG-TERM DISABILITY INSURANCE.....	18
ARTICLE 23 LIABILITY INSURANCE.....	18
ARTICLE 24 EDUCATIONAL INCENTIVE PAY PLAN.....	19-20

TABLE OF CONTENTS

	<u>Page Number</u>
ARTICLE 25 ACTING IN CAPACITY .....	20
ARTICLE 26 TRAINING PAY.....	20
ARTICLE 27 BILINGUAL INCENTIVE .....	20-21
ARTICLE 28 CANINE MAINTENANCE INCENTIVE.....	21
ARTICLE 29 DETECTIVE AND COMMUNITY RESOURCES ASSIGNMENTS.....	21
ARTICLE 30 WELLNESS .....	21
ARTICLE 31 VACATIONS/HOLIDAYS/PERSONAL LEAVE.....	22-25
ARTICLE 32 SICK LEAVE.....	25-26
ARTICLE 33 BEREAVEMENT LEAVE .....	27
ARTICLE 34 FAMILY AND MEDICAL LEAVE .....	27
ARTICLE 35 MILITARY LEAVE .....	27
ARTICLE 36 JURY DUTY.....	27
ARTICLE 37 LEAVE WITHOUT PAY .....	28
ARTICLE 38 OUTSIDE EMPLOYMENT .....	28
ARTICLE 39 UNIFORMS .....	28-29
ARTICLE 40 MILEAGE.....	29
ARTICLE 41 TERM OF AGREEMENT .....	29
ARTICLE 42 CONTRACT NEGOTIATIONS .....	29
ARTICLE 43 MID-TERM BARGAINING.....	30
ARTICLE 44 SAVINGS CLAUSE.....	30
ARTICLE 45 MEMBERSHIP IN THE ALBANY RIFLE AND PISTOL CLUB .....	30
SIGNATURE PAGE.....	31
APPENDIX A .....	32-35
Salary Schedule – July 1, 2014, through June 30, 2015.....	33
Salary Schedule – July 1, 2015, through June 30, 2016.....	35

## **PREAMBLE**

A. This Agreement is effective the first of the month following the month in which both parties have ratified the contract unless otherwise stated in an article and is between the City of Albany, Oregon, hereinafter referred to as the City, and the Albany Police Association, hereinafter referred to as the Association, and has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1 RECOGNITION**

A. The City recognizes the Association, through its affiliated representative, as the sole and exclusive bargaining agent for all members of the bargaining unit with respect to wages, hours, and other conditions of employment.

B. Members of the bargaining unit are defined as all employees of the Albany Police Department excluding temporary, seasonal, supervisory, confidential, and managerial employees, Reserves, and nonpaid volunteers.

C. This Agreement is the only written agreement between the City and the Association. All prior agreements, practices, obligations, and addenda which are not included in this Agreement are null and void.

## **ARTICLE 2 MANAGEMENT RIGHTS**

A. Except as modified by a specific term of this Agreement, the City, 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 type 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.

Any of the rights, powers, authority, and functions the City 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.

B. The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this Agreement.

**ARTICLE 3  
CITY SECURITY**

A. The Association 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 terms of this Agreement. 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.

B. Should a strike or other interruption of work occur, the City shall notify the Association of the existence of such activity and request advice from the Association as to whether the activity has been authorized. The Association, immediately thereafter, shall respond to the City's request in writing.

C. Upon receiving notice of a strike or other interruption of work which it has not authorized, the Association will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Association takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.

D. 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 selective disciplinary action which may include discharge.

E. 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.

F. 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 4  
ASSOCIATION SECURITY**

A. Employees shall have the right to self-organization; to form, join, and participate in the activities of labor organizations of their own choosing; to bargain collectively through representatives of their own choosing on matters of employment relations; or to refuse such organizational activities. The parties agree that there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership, nonmembership, or Association activities.

B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, mental or physical disability unrelated to job performance, marital status, race, color, creed, religion, national origin, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of this Agreement.

**ARTICLE 5  
SERVICE FEES AND CHECKOFF**

A. Membership or nonmembership in the Union/Association shall be the individual choice of the employees covered by this Agreement. Employees that are not members of the Union shall make payments in lieu of dues to the Union beginning thirty (30) days after their effective date of employment. Such payments shall be in an amount determined by the Union in accordance with constitutional and statutory requirements.

B. Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require the employee to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a nonreligious charity.

C. The City agrees to deduct from the paycheck of each employee Union dues, when so authorized in writing, or "fair share" payments as defined in Section A above. The City will not be held liable for checkoff errors but will make proper adjustments with the employee and the Union for errors as soon as practical and upon

notification from the Union. The Union agrees to indemnify and hold harmless the City from any actions arising under this Article. The amounts to be deducted shall be certified to the City by the Union by the tenth (10th) day of the succeeding month after such deductions are made.

D. Any authorization for payroll deductions may be canceled upon written notice to the City and the Association prior to the 20th day of each month subject to the provisions of Section B of this Article.

E. If the Association changes the manner in which it calculates dues and/or fair share payments (e.g., changing from a flat amount to a graduated percentage) and if that change requires the City to reprogram its payroll system or otherwise incur costs, the Association will reimburse the City for those costs.

## **ARTICLE 6 ASSOCIATION BUSINESS**

A. The City agrees to allow time off without loss of pay for members who are official Association representatives while on Association business unless such absences in the City's judgment hamper the normal operations of the Department. A member of the Executive Board of the Association must specify to the City in writing those members serving as elected Association officials. Total cumulative time off for Association activities shall not exceed 80 hours per fiscal year, exclusive of bargaining sessions. No more than three (3) employees shall be off at any one time.

B. Employees involved in meetings under the grievance procedure shall be allowed time off with pay for that purpose during duty hours.

C. Notice of at least five (5) calendar days will be given to the City prior to the use of time off for Association business. Notice will be in writing to the Chief of Police via the chain of command. The five- (5) calendar-day limit may be waived when timely notice is not practical.

D. To the extent any designated official Association representative shall be able to arrange acceptable comparable replacement with the City during such period of absence without cost to the City, such period of absence shall not be charged against the 80 hours.

E. The Association shall inform the Chief of Police and Human Resources Director in writing of those Association members chosen as official Association representatives and who have authority to speak for the Association. The Association shall keep this list of official representatives current by notifying the Chief of Police and Human Resources Director of any changes within a timely manner. Employees not on the Association's list of official representatives shall not be recognized as speaking for the Association and shall not be accorded rights of an official Association representative as provided in this Agreement.

**ARTICLE 7**  
**BULLETIN BOARDS AND ELECTRONIC MAIL**

A. The City agrees to furnish a bulletin board in an accessible place available to the members of the Association. The Association will limit its posting of information to such space, except that mail boxes may be used to exchange information or messages which would not be appropriate for public posting. The parties agree that a bulletin board will be used to keep the members of the Association informed of its social, charitable, and representation activities.

B. The Association may use the City's electronic mail system (e-mail) to conduct Association business under the following provisions:

- (1) Use of the City's e-mail system will be in compliance with City policies pertaining to use of telecommunication equipment.
- (2) Only those Association representatives identified under Article 6, Section E, as official Association representatives, shall be allowed to use the e-mail system for Association business.
- (3) The e-mail system will not be used to promote or oppose election petitions, ballot measures, or candidates; or otherwise advocate a political position.
- (4) Material sent via the City's e-mail system shall not degrade, demean, humiliate, or embarrass another person or group of people.
- (5) E-mails and attachments shall not be overly large such that sending the material adversely impacts the performance of the City's telecommunication systems.
- (6) The Association shall indemnify and hold the City harmless against any and all lawsuits, claims, complaints, or other legal or administrative actions that arise out of the Association's use of the City's telecommunications system.
- (7) The Association acknowledges that communications sent or received via the City's telecommunications system may be public information subject to disclosure under Oregon's Public Records Act, ORS 192.

**ARTICLE 8**  
**SPECIAL CONFERENCES**

A. The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Association. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. The parties may agree to meet at mutually convenient times in special conferences as provided below to discuss means of increasing departmental effectiveness.

B. Special conferences for important matters may be agreed to between the Association 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 conference is requested. Association representatives shall be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during duty hours of the members so attending unless such absences in the City's judgment hamper the normal operations of the Department.

**ARTICLE 9**  
**DISCIPLINE AND DISCHARGE**

A. The goals of progressive discipline are to correct behavior and produce efficient City operations rather than merely to punish wrongdoers. Disciplinary actions or measures shall generally be invoked in the order listed:

- (1) Written reprimand.
- (2) Reduction in pay or suspension with loss of pay.
- (3) Demotion.
- (4) Discharge.

Discipline, in lieu of the above-listed actions and with the employee's concurrence, may also include loss of vacation and/or holiday time.

Serious violations may be dealt with by any of the above disciplinary measures on the first or subsequent offenses.

B. Disciplinary action shall be for just cause. If a supervisor has reason to discipline an employee, he/she 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.

(1) Investigatory Procedures.

- (a) Employees under investigation shall be afforded the right to an Association representative prior to any discipline being administered or at any time during an investigation process if the employee should request such representation. In the event that an employee requests such representation, that request shall not be allowed to delay the investigation. Up to twenty-four (24) hours generally will not be considered a delay. It is understood that the City will not incur overtime based on an employee's request for a delay in an investigation in order to obtain an Association representative.
- (b) Employees may be interviewed concerning any acts related to the scope of their employment. They will be required to answer any questions involving matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States, including rights under Garrity.
- (c) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.
- (d) The employee and the Association President will be informed of the nature of the investigation and the allegations as well as the nature of the actions which might be taken by the City if said allegations are proven.
- (e) The Association will be notified in writing anytime an employee receives written notification of a future meeting to discuss matters for which the employee is under investigation that may lead to discipline or anytime potential discipline may exceed a written reprimand.

- (f) All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- (g) The City shall make a good faith effort to complete an internal investigation within thirty (30) days. If the City cannot complete the internal investigation within the thirty-day (30) period, the City will notify the Association.

(2) Disciplinary Procedures.

- (a) If the department director or supervisor determines that there is cause for disciplinary action to be taken at the levels specified above under Section A(1), said written reprimand will be issued. The employee shall receive a copy of any written reprimand, and it shall be made part of her/his personnel file. The supervisor shall determine the length of time the reprimand will remain in the employee's personnel file. 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 secure, confidential Human Resources file accessible only by the Human Resources Director, her/his designee, or the City Attorney. Such material may be used to demonstrate that the employee has been previously warned or disciplined regarding the behavior and/or conduct noted in the material.
- (b) The City will notify the Association of all disciplinary actions.
- (c) If the department director or supervisor determines that there is probable cause for disciplinary action at any of the levels specified above under Section A(2), (3) or (4), he/she may suspend the employee without loss of pay or benefits and shall deliver to the employee and the Association a written notice of such suspension if applicable and pending actions. Such notice shall specify the principal grounds for the proposed action.
- (d) Notwithstanding Section 2(c) 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, the City will conduct an Internal Affairs investigation (IA) in a timely manner. Should the City be unable to complete the IA within one hundred eighty days (180), due to restrictions imposed by the prosecutor or court, the City may suspend the employee without pay pending completion of the IA.

Upon completion of the IA, the City shall make a determination as to whether or not the employee should be returned to her/his position and whether discipline, up to including dismissal, should be imposed. Should the employee be returned to her/his position with or without discipline, the employee shall receive retroactive pay to the date s/he was suspended minus any discipline imposed.

Should the City determine the employee should not be returned to her/his position, the employee will be dismissed without back pay.

- (e) 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.
- (f) The employee and the Association shall then be given the opportunity to attend a predisciplinary hearing which shall be held within one week after the written notice has been issued. Predisciplinary hearings shall be held between 0800 to 1700 Monday through Friday.

(3) Association Representation.

- (a) Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated may be allowed to have an Association representative present at the discussion.
- (b) If the Association or any agent acting on the employee's behalf protests the disciplinary action in any other available forum, the employee's right to arbitration shall be considered as voluntarily waived in favor of disposition in the alternate forum.
- (c) The Association may process a grievance concerning suspension or discharge, or both, at the City Manager step of the Grievance Procedure (Step 3).

**ARTICLE 10  
GRIEVANCE PROCEDURE**

A. A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular article of this Agreement or regarding an alleged violation of a particular article of this Agreement.

B. Grievances shall be processed in the following manner:

Step 1:

The grievant(s), with or without Association representation, shall submit the grievance in writing to his/her division captain within two weeks from the date the Association or employee knew or should have known of the occurrence that gives rise to the grievance. The written grievance shall contain the following information: (1) a statement of the grievance and the relevant facts; (2) specific provision(s) of the Agreement violated; and (3) the remedy sought. The captain or designee shall respond to the employee in writing within two weeks with a copy to the Association.

Step 2:

If the grievance is not settled at Step 1, the grievance shall be submitted to the department director within two weeks of the date the captain's response was received or was due to be received. Attached to the grievance shall be the Association's response explaining why the Step 1 reply does not resolve the grievance. The department director or designee may meet with the employee's immediate supervisor, captain, the aggrieved party, and not more than two (2) Association representatives for a hearing and shall respond to the grievance in writing within two weeks of the date of the written grievance, or two weeks of the meeting, if scheduled.

Step 3:

If the grievance is not resolved at Step 2, the Association may submit the grievance in writing to the City Manager within two weeks from the date the Step 2 answer was received or should have been received. The Association shall attach the grievance and an explanation of why the grievance still remains unresolved. The City Manager or designee may meet, within two weeks from the date of the written grievance, with the aggrieved party, department director, Human Resources Director, and not more than two Association representatives. The City Manager or designee shall respond to the Association in writing within two weeks from the date of the written grievance submitted to the City Manager, or two weeks of the meeting, if scheduled.

Step 4:

Within two weeks of receipt of the City Manager's reply, the Association may notify the City of its intent to arbitrate. Within two weeks from the notice to the City of its intent to arbitrate, the parties will either mutually agree to an arbitrator or request a list of five (5) Oregon and Washington arbitrators from the State Mediation and Conciliation Service. If a list is requested, the parties shall alternately strike one name from the list until only one is left. The one remaining shall be the arbitrator. The Association shall strike first.

- (1) The arbitrator shall render a decision within thirty (30) days of the close of the hearing. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if the specific articles and sections, thereof, identified in the original grievance have been violated. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement and shall be confined to the application and interpretation of the specific provision of this Agreement before her/him. The decision of the arbitrator shall be binding on both parties.
- (2) The cost of arbitrators shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

C. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time shall be considered a denial of the grievance. The Association will then have two weeks to advance the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

D. Once filed, neither the Association/employee nor the City shall expand upon the original elements or substance of the grievance.

E. The employee shall have the right to be represented by not more than two Association representative at any level of the grievance procedure. Employees in the bargaining unit involved in meetings under the grievance procedure shall be allowed time off with pay from regularly scheduled duty for that purpose, provided proper appointments for meetings are made in advance. Mutually agreed upon meeting dates will be considered a waiver of time limits for that particular step of the grievance procedure.

F. Notwithstanding the above provisions, it is the intent of both the City and the Association that the aggrieved employee will attempt to resolve informally with her/his supervisor any grievance prior to using this procedure.

## ARTICLE 11 DRUG & ALCOHOL TESTING

A. Scope. This section applies only to all Police Department employees. Nothing in this section is intended to nullify or amend the employees' rights, obligations, or conditions of employment as set forth by City policy, procedure, or work rule.

B. Reasonable Suspicion. 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 the supervisor. Based upon 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 and alcohol. Reasonable suspicion must be supported by specific articulable facts which may include but are not limited to: reports and observation 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.

C. Costs. The City shall pay all costs for the implementation and administration of this program. Employees who test positive and seek the recommended treatment and counseling shall be responsible for the costs incurred which exceed the City-provided health insurance programs.

An employee who voluntarily acknowledges a substance abuse problem and enters into a mutually agreeable substance abuse treatment program, shall be reimbursed up to \$500.00 for out-of-pocket costs not covered by health insurance for such treatment. Reimbursement is conditioned upon the employee successfully completing treatment as evidenced by written documentation from the substance abuse professional.

D. Testing Procedures. All testing shall be controlled by BIO-MED Testing Services Inc., or equivalent services with NIDA certified lab, testing, and Medical Review Officer (MRO) capabilities. The results shall be reviewed by a Medical Review Officer (MRO) and shall be shared with the employee and the City Human Resources Director or her/his designee. The Human Resources Director shall share all information provided by the MRO with the Police Department management staff. The testing by urinalysis or hair analysis shall be given for the following controlled substances: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), MDMA (Ecstasy), 6-Acetylmorphine, and Amphetamines.

E. Other Testing Requirements. An employee who is involved in a serious accident and/or in an incident which involves the use of deadly force while performing her/his assigned duties may be required to submit to testing as part of the investigation of the serious accident or incident. The employee shall remain readily available for testing unless there is a life-threatening or life-saving occurrence requiring the employee to vacate the scene.

F. Treatment Provider. Testing may be required by the treatment provider or Employee Assistance Program during the rehabilitation process.

G. Employee Testing Options. Employees who question the validity of the controlled substance test may request in writing a retest or a split sample test within 72 hours of the results of the original test. This retesting option will normally be discussed with the employee during her/his conversation with the MRO as a result of her/his first test being determined to have been positive.

H. Employee Consequences and Responsibilities.

- (1) An employee who tests positive while on duty shall be referred to the Substance Abuse Professional (SAP) for evaluation. Additional consequences may include rehabilitative treatment, outpatient counseling, last chance agreement, or discipline up to and including dismissal. Employees seeking treatment shall have the right to choose their treatment provider based on the needs identified in the medical recommendations. Bargaining unit employees shall have the right to request Union representation at any discussions with the City concerning this program.
- (2) Refusal to submit to drug and alcohol testing as directed will subject the employee to the same consequences and responsibilities as described in Section H(1) of this Article.

**ARTICLE 12**  
**NEW HIRE TRAINING AND PROBATIONARY PERIODS**

- A. The New Hire Training Period shall be eighteen (18) months for employees covered by this Agreement. This period shall be subject to the satisfactory rating of the employee's performance by the Department. Prior to completion of the New Hire Training Period, employees may be discharged with or without cause by the City and such discharge is not subject to the grievance procedures of this Agreement.
- B. An employee who promotes to a position at a higher salary range shall be subject to an 18-month probationary period, except an employee who promotes from Police Officer to Police Sergeant shall serve a 12-month probationary period. Promoted employees will be evaluated in writing after six (6) months. The City reserves the sole discretion to return such probationary employees to their previous classification if, in the City's judgment, their job performance does not meet expected standards. Such actions will be subject to review by the Human Resources Director and the City Manager but not subject to the grievance procedure. Employees may be terminated for just cause without being returned to their former or similar positions.
- C. Employees promoted prior to the completion of their New Hire Training Period as described in Section A of this Article, who are returned to their position without completing the probationary period described in Section B, shall be required to complete their New Hire Training Period.
- D. If in the judgment of the City the employee has not demonstrated the ability to satisfactorily perform the duties of the position, the City may extend the new hire training period or probationary period for up to six (6) months if mutually agreed to by the parties.

**ARTICLE 13**  
**PERSONNEL RECORDS**

- A. The employee shall read and sign all material in any form which can be construed, interpreted, or acknowledged to reflect adversely on the employee by the City before they are placed in the employee's personnel file or administrative file. Such material will bear the statement next to the signature line that: "signing does not necessarily indicate agreement."
- B. An employee upon his/her written request shall have the right to review his/her personnel file by appointment with a Human Resources representative, or administrative file by appointment with a command officer. Any employee, upon request, shall have the right to reproduction of his/her personnel file and administrative file which involves them in full or part. A request for review or reproduction will be acted upon within two business days. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than to those authorized within the City or by order of a competent court.
- C. Working files are those files used by the employee's supervisor for the express purpose of documenting brief information regarding an employee's performance and which may be used to assist the supervisor in completing the employee's subsequent performance evaluation. Employees may request and will be permitted to review their working file.

**ARTICLE 14**  
**LAYOFF**

- A. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification as long as the employees retained possess the demonstrated ability to perform the work as required. An employee who is to be laid off who advanced to his/her present classification from a lower

classification in which he/she held a regular appointment shall be given a position in the lower classification provided the employee has classification seniority over the individual being displaced. Classification seniority shall be credited for all time worked in a given classification from the date of hire in the classification once an employee gains regular status.

B. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the Department. No new employee shall be hired in any classification until all employees on layoff status in the classification have had an opportunity to return to work. Employees shall be notified in writing of their recall and have five (5) days to respond. If the employee does not respond within five (5) days, the Department may proceed to fill the position through other methods. Employees recalled from layoff, shall be placed at the same step on the salary schedule from which they were laid off.

C. An employee laid off from the classification of Sergeant shall also have the right to be recalled to a Police Officer position based on total seniority as a police officer and sergeant. Such employee who accepts recall to a Police Officer position will be directly appointed to the first vacant Sergeant position that the City intends to fill. If the employee had not completed her/his previous promotional probationary period, the employee shall serve the remaining time when reappointed to a Sergeant position. An employee laid off as a Sergeant who declines recall to a Police Officer position will remain on the Sergeant recall list. An employee laid off as Sergeant who accepts recall to a Police Officer position shall be placed at the salary step closest to the salary rate from which s/he was laid off, not to exceed the maximum rate for the Police Officer classification.

D. Employees on layoff who have been afforded reappointment to the classification from which they were laid off and have refused, or failed to respond to notice of recall within five (5) days, shall be removed from the reappointment layoff list and terminated. Layoff status shall not extend for more than two (2) years. Seniority 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. Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the City to determine the financial necessity of service reduction, the form of reduction, and the duration of the layoff.

F. Employees who are placed on layoff status through the provisions of Article 32, Section G, shall not be offered recall until they have provided the City with a release for duty from their attending physician. However, the time prior to providing a medical release shall be part of the employee's maximum eligibility for recall of two years. Upon receipt of a 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.

## **ARTICLE 15 SENIORITY**

A. "Seniority," as used in this Agreement, is determined by the length of an employee's cumulative service within a given bargaining unit classification in the Department since his/her last day of hire. However, an employee who returns to the Police Officer classification after serving as a Police Sergeant shall have her/his time served as Police Sergeant added to her/his Police Officer time to determine the employee's seniority within the Police Officer classification. An employee not completing the entry training period shall not be considered to have seniority and shall not be considered a regular employee.

B. The City will provide the Association with copies of the seniority list on July 1 of each year and shall post the list in conspicuous places available to employees.

C. If multiple employees have the same classification seniority, the tie shall be broken by calculating the employees' total continuous service time with the City in regular positions since the employees' last regular dates of hire. The employee with the most service time shall be deemed the more senior employee. Should a tie still exist after calculating service time in all regular City positions, the tie shall be broken by the City, at its discretion, deeming which employee is more senior.

## ARTICLE 16 HOURS OF WORK AND OVERTIME

A. The following definitions shall apply to all sections of this Article:

Patrol Employees shall consist of all Police Officers and Police Sergeants assigned to patrol.

Support Employees shall consist of all other employees.

Work Week for support employees shall consist of a seven- (7) day work schedule totaling no more than forty (40) hours. The work week for support employees shall begin at 0001 Monday and end at midnight Sunday. The normal work schedule consists of five (5) consecutive eight- (8) hour days with two (2) days off or four (4) consecutive ten- (10) hour days with three (3) days off except in cases of rollover or flex schedules required in specific assignments.

Work Period for patrol employees working a twelve- (12) hour shift schedule shall consist of twenty-eight (28) consecutive calendar days.

Work Shift begins with the first hour of the employee's scheduled work day and ends with the last scheduled hour.

B. Work schedules for patrol employees may be composed of 8, 9, 10, or 12 hours per shift or any combination thereof. It is further agreed that the operational needs of the Department shall be controlling of work schedule assignments.

C. Work schedules showing the employee's work days and hours shall be posted except for emergency situations and for the duration of the emergency. Changes in the work schedule shall be posted fourteen (14) days prior to the effective date of the change. A shift change without this fourteen- (14) day notice that results in the employee being required to work at a time earlier or later than the employee would have worked on his/her normal schedule shall make the employee eligible for overtime compensation for the hours required to work which fall outside of his/her normal schedule; this overtime shall in no case exceed ten (10) hours and shall be calculated only on the extra hours worked on the first day of the changed shift. For example, an employee scheduled to work 7:00 a.m. to 4:00 p.m. whose shift is changed to 1:00 p.m. to 9:00 p.m. without 14 days' notice would be paid overtime from 4:00 p.m. on the first day of the change until 9:00 p.m. Upon mutual agreement by the employee and the Department, schedule changes may be made with less than the fourteen- (14) day notice requirement and shall not be subject to the overtime requirement.

Once an employee has been given an order that changes the work schedule for training purposes only, it shall serve as proper notification, and the fourteen-(14) day provision shall automatically be waived.

D. Substituting or Trading Shifts

- (1) Solo status employees can request a shift substitution or shift trade through their supervisors using a prepared City form. Both employees involved in the substitution or trade are required to sign the form acknowledging it as voluntary. The form will identify the employees involved and the date(s), shift(s), and time(s) involved. Partial shift substitutions or shift trades will be for a minimum of two (2) hours. Employees who are substituting will not be allowed to work back-to-back shifts without

at least eight (8) hours of off-duty time in between shifts. The involved supervisor(s) must review all substitutions or trades prior to their occurrence. Supervisor(s) will normally approve the substitution or trade as long as it meets operational needs and does not compromise staffing levels or necessary assigned specialties. Supervisor(s) will normally not approve substitutions or trades under the following two circumstances: multilevel shift trades involving more than two employees or when it will place relatives/intimate partners in a position of direct supervisory authority.

- (2) The City will not compensate the substituting employee for any hours worked during shift substitutions or trades for which the substituting employee was not originally scheduled to work. The employee originally scheduled to work will receive compensation at the rate they are entitled as if they did work the original hours. If the substituting employee is required to work unscheduled hours immediately before or after the substituted or traded hours, they will be compensated at an overtime rate computed to the nearest quarter (1/4) hour for the non-substituted or traded hours, and those overtime hours shall be based on the actual number of hours worked, not a minimum callback.
- (3) Repayment of a shift substitution or trade is at the option of the employees involved in the substitution or trade. Other than approval as mentioned above, the City will not enforce repayments and sets no time limitations on, or requirements for, repayment for substitutions or trades.
- (4) If the employee who agreed to cover the substituted or traded shift doesn't follow through with the agreement, that employee will have leave time for the shift deducted from her/his accruals but will not receive any compensation.
- (5) The Association indemnifies the City for all claims that may be made by any employee regarding shift substitutions or trades.

E. Rest Periods

- (1) Support Employees shall receive one (1) fifteen- (15) minute rest period for every four (4) hours worked without loss of pay.
  - (a) Association members in the classification of Community Service Officer shall be allowed to combine the two (2) fifteen-minute rest periods into one (1) half-hour rest period to be used during the employee's regularly scheduled work shift.
  - (b) This rest period is also considered the same as the paid meal period in the respect that employees must still be able to respond to necessary calls for service during such time.
- (2) Patrol Employees shall receive one (1) thirty- (30) minute rest period during one-half of their shift, which shall be scheduled by the City in accordance with the operational requirements of each employee's duties and shall be considered on-duty time.
- (3) Rest periods and meal periods cannot be combined nor can they be taken within the first or last hour of the shift.

F. Meal Periods

- (1) Support Employees, except those referenced in Section E(3) below of this Article, shall be granted a meal period during each work shift, provided the work shift consists of ~~five (5)~~ six (6) hours or more. To the extent consistent with the operational requirements of the Department, each meal period shall be scheduled in the middle of the work shift or as near to that time as possible. Support employees' meal period shall be duty free and shall not be considered as time worked for the purposes of compensation.
  - (a) See paragraph E1(a) & (b) of this Article above for Community Service Officer.

- (2) Patrol Employees' meal period shall be during the one-half of their shift with no rest period. Their meal periods shall be for one-half hour ( $\frac{1}{2}$ ) and shall be considered as time worked.
- (3) The only exception to those meal periods defined above shall be for sworn officers assigned to the Detective Division, Police Communications Specialists, Community Service Officers, and sworn uniformed officers assigned to the Community Resource Unit who shall have their meal period considered as time worked and must be able to respond to calls for service during such time.
- (4) Rest periods and meal periods cannot be combined nor can they be taken within the first or last hour of the shift.

G. Overtime. The City shall have the right to schedule and assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of the municipal service and of the public interest. No overtime shall be worked without prior approval of a supervisor.

Payment at the overtime rate shall be computed to the nearest quarter ( $\frac{1}{4}$ ) hour and shall be based on the actual number of hours worked.

- (1) FLSA nonexempt, full-time Support Employees shall be paid at time and one-half for all assigned hours worked in excess of their scheduled hours on a particular shift. FLSA nonexempt, part-time employees shall be paid at the straight time rate until their hours worked exceed forty (40) hours for a given work week. Hours worked in excess of forty (40) hours for a given work week will be paid at the time and one-half rate.
- (2) For Patrol Employees, the Fair Labor Standards Act special exception for Police Officers is hereby applied. Patrol Employees shall not be in overtime status until the employees' hours worked exceed 171 hours in a twenty-eight (28) day period. However, patrol employees will be paid at the rate of time and one-half for all hours worked in excess of their scheduled hours on a particular shift.
- (3) Training outside the employee's regular work schedule not subject to overtime will be compensated at the employee's normal hourly rate.

All other work outside the employee's regularly scheduled assigned hours, including training in excess of the Fair Labor Standards Act special exception, will be compensated at one and one-half ( $1\frac{1}{2}$ ) times the employee's normal hourly rate.

*If the training is straight time, then compensation or compensable time is at the straight time rate. If the training is overtime, then compensation or compensable time is at the overtime rate. [Taken from September 10, 1997, letter from Clayton Banry plus new language from bargaining.]*

- (4) Callback will be paid either at the lesser of the continuous time as follows:
  - (a) From the end of the shift to the end of the overtime; or
  - (b) From the beginning of the overtime to the beginning of the shift; or
  - (c) A four-hour minimum;

whichever is the lesser of (4a), (4b), or (4c) above. Callback which exceeds the minimum as defined in this section will be compensated as overtime as explained in G(2) & G(3) above.

- (5) Patrol Employees shall be deemed to be working overtime only when directed to work in excess of their normal duty hours by an authorized supervisor.

- (6) Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for the overtime hours worked. This overtime compensation may be in the form of wages or compensable time off at the election of the individual employee. Employees may accrue and carry forward from month to month a maximum of seventy-two (72) hours. Under no event shall such compensation be received twice for the same hours.
- (7) During each pay period, an employee may elect to bank into deferred compensation any portion of overtime earned during that same pay period. Those funds will be held by the City, without interest, until they can be placed into the employee's selected deferred compensation program in the June and December pay period of each year as lump sums. Contributions to deferred compensation shall be limited to an annual maximum as defined by the IRS. Funds in excess of this amount shall be returned in cash to the employee in the December payroll check.
- (8) Unless special skills are required, unscheduled work assignments may be met by holding over employees already working and/or by early callback of employees scheduled for work.
- (9) In instances where unscheduled work assignments are required due to required staffing levels and callback is to be utilized instead of extending personnel already scheduled, the City will make a reasonable effort to notify eligible personnel within the work group by seniority of the available hours. The most senior employee within the work group who accepts the available hours will be permitted to work those hours. To fill an officer shortage, Sergeants shall be considered in the same classification as officers and their seniority shall be based on their Police Officer hire date. In the event of an emergency situation, where time is of the essence in scheduling the work, or special skills are required, the City is not expected to offer the assignment on a seniority basis.
- (10) In instances where overtime work assignments are scheduled at least fourteen (14) days in advance for required staffing levels, available employees within the classification may sign up for such duty via a memo to their supervisor. The most senior eligible employees who sign up will be given priority in such assignment. To fill an officer shortage, Sergeants shall be considered in the same classification as officers and their seniority shall be based on their Police Officer hire date. If circumstances permit, notice will be given two (2) weeks in advance of the scheduled duty.
- (11) For other than required staffing levels, work assignments involving special skills or training may be made without regard to seniority.
- (12) In the event that sufficient personnel do not accept such offered assignments on a voluntary basis or in the event of an emergency situation where time is of the essence in scheduling the overtime work, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis.
- (13) In the event a Patrol Employee or communications specialist is called back to Court between two night shifts, the employee will be permitted to have up to a maximum of eight (8) hours off. The eight (8) hours is not required to be consecutive. In the event an employee has not received eight (8) hours off, s/he will be permitted time off from the beginning of her/his night shift until eight (8) hours off has been attained, utilizing accrued leave of the employee's choice. The employee will notify the on-duty supervisor at the conclusion of Court, identify the return to work time, and submit a leave request.
- (14) Employees on previously approved leave who are subsequently subpoenaed to appear in court or other administrative hearing will be compensated at the overtime rate. Employees who receive any approved leave after having been subpoenaed to appear in court or other administrative hearing will only be compensated at the overtime rate for the court or hearing time outside their regular work schedule. All other court or hearing time will be paid at the straight time rate, and their leave hours for the same amount will not be deducted. The compensation will be computed with a three-hour minimum.

- (15) Members designated as certified instructors will be compensated at the overtime rate while actively providing instruction at Department-approved and previously scheduled "Training Sessions." Examples of this instruction would be but not limited to Defensive Tactics, Firearms, and First Aid.
- (16) For Patrol Employees working 12-hour shifts, all hours of work shall be at the straight-time rate up to 171 hours of work except as noted elsewhere in this article. Hours worked in excess of 171 hours shall be compensated at the overtime rate of one and one-half times the employee's hourly base pay. There shall be no pyramiding of hours or overtime pay. That is, hours paid at one and one-half times the employee's rate of pay, shall not be subject to an additional multiplier of one and one-half times for any reason.

## ARTICLE 17 WAGES

A. Effective July 1, 2014, bargaining unit employees shall receive a salary increase of two and one-half percent (2.5%). A new salary schedule (Appendix A) shall be made available at this time.

Employees in the classification of Police Clerk will receive an additional increase of one-half percent (0.5%).

B. Effective July 1, 2015, bargaining unit employees shall receive a salary increase commensurate with change in the National CPI-W between January of the prior calendar year and January of the current calendar year with a minimum of two percent (2.0%) to a maximum of four percent (4.0%).

Employees in the classification of Police Clerk will receive an additional increase of one-half percent (0.5%).

C. Effective July 1, 2016, 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 two percent (2.0%) to a maximum of four percent (4.0%).

Employees in the classification of Police Clerk will receive an additional increase of one-half percent (0.5%).

D. When a classification in the bargaining unit not listed on the salary schedule is permanently established, the City shall designate a job classification and pay rate for the position. The Association shall be notified in writing, and the pay rate established by the City shall be considered tentative until the Association has been afforded an opportunity to meet and negotiate the matter. The Association shall make its demand to bargain, if it desires to bargain, in accordance with ORS 243.698.

E. Employees shall be eligible for a one-step increase upon completion of one year's employment and on each subsequent anniversary date until he/she reaches the top pay step of that range. A step increase will be granted with the approval of the City to employees who are below the maximum salary for this classification, provided the employee has performed satisfactorily during the prior twelve (12) months.

F. Employees shall be eligible for a two (2) percent longevity step increase upon completion of ten (10) years of continuous employment in the bargaining unit provided the employee has performed satisfactorily during the prior twelve (12) months.

G. Employees shall be eligible for a second two (2) percent longevity step increase upon completion twenty-two and one-half years (270 months) of continuous employment in the bargaining unit provided the employee has performed satisfactorily during the prior twelve (12) months.

H. All forms of differential pay (e.g., certification pay, training pay, detective assignment, etc.) shall be calculated off an employee's base pay. There shall be no pyramiding of these differential pay types.

I. With approval of the Captain overseeing the employee's functions and the Chief, a supervisor may recognize an employee's outstanding performance and contributions with a gift certificate. The maximum value of the gift certificate at any one time is \$20. 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.

## **ARTICLE 18 RETIREMENT**

A. The City shall continue to participate in the present retirement program or its successor.

B. The City shall continue to participate in the sick leave program administered by PERS in accordance with the law.

C. The City shall pick up, assume, or pay the six (6) percent contribution for employees to 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 purposes of computing an employee member's final average wage.

## **ARTICLE 19 MEDICAL, VISION, AND DENTAL INSURANCE**

A. The City shall provide medical, dental, and vision coverage for eligible employees and their dependents. Design of such benefits plans are within the City's discretion; however, the City will seek input from the City's Benefits Committee.

B. During the life of this Agreement, the Association 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. In a timely manner, the City shall secure a replacement benefit plan that, as a whole, is considered equivalent to the canceled plan.

C. 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.

D. For fiscal year 2014-2015, 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 up to a maximum of one hundred dollars (\$100.00).

E. For fiscal year 2015-2016, 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 up to a maximum of one hundred two dollars and fifty cents (\$102.50).

F. For fiscal year 2016-2017, 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 up to a maximum of one hundred five dollars (\$105.00).

G. Part-time employees regularly scheduled to work an average of at least twenty hours per week per pay period shall be eligible for benefits with the City paying a prorated portion of the cost based on the employee's assigned FTE.

H. The City shall make the 125 pretax flexible spending account available for all bargaining unit members.

I. 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 20 DEFERRED COMPENSATION**

A. The City shall arrange for all interested employees to participate in the International City Management Association, Nationwide, and/or any additional deferred compensation program which the City may determine it wants to participate in. 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 her/his monthly base salary.

## **ARTICLE 21 LIFE INSURANCE**

A. The City shall provide a \$100,000 life insurance policy covering employees against both occupational and nonoccupational related death at City cost.

## **ARTICLE 22 LONG-TERM DISABILITY INSURANCE**

A. During the life of this Agreement, the City will continue to make available a long-term disability insurance policy which will ensure sixty-six and two-thirds percent (66-2/3%) of current base salary for an employee if disabled due to off- or on-the-job injury or illness. This insurance will provide salary protection when 90 days have lapsed from the time of disabling injury or illness. Employees receiving this benefit shall be considered to be on leave of absence without pay from the City for up to two (2) years.

B. The cost of this benefit shall be borne by the City.

## **ARTICLE 23 LIABILITY INSURANCE**

A. The City shall continue to cover employees during the term of this Agreement with no less on-the-job liability protection than is currently in effect.

B. A copy of the liability insurance policy will be provided to the Association by the City at the beginning of each fiscal year, or whenever any change occurs in the coverage or the carrier.

**ARTICLE 24**  
**EDUCATIONAL INCENTIVE PAY PLAN**

A. Non-Sworn Employees and Police Communication Specialists

Employees who have obtained an educational degree level above that degree required by their classification shall receive an additional three (3%) percent of their base rate of pay. Employees who have obtained an educational degree two levels above that degree level required of their classification shall receive an additional six (6%) percent of their base rate of pay.

Sworn Employees

Employees who have obtained an educational degree level above that degree required by their classification shall receive an additional three (3%) percent of their base rate of pay. Employees who have obtained an educational degree two levels above that degree level required of their classification shall receive an additional six (6%) percent of their base rate of pay.

Employees in the classification of Police Sergeant with a two-year college degree will be eligible for a three (3) percent increase in their base rate of pay or with a four-year degree will be eligible for a six (6%) percent increase in their base rate of pay.

B. Employees in the classification of Police Officer and Police Communications Specialist who hold an Intermediate DPSST Certificate shall receive monthly three (3%) percent in addition to his/her base wage. Those holding an Advanced DPSST Certificate shall receive monthly six (6%) percent in addition to his/her base wage.

Employees in the classification of Sergeant who hold an Advanced DPSST Certificate shall receive monthly educational incentive pay of three (3%) percent of their base rate of pay. Employees in the classification of Sergeant who hold a Supervisory DPSST Certificate shall receive monthly educational incentive pay of six (6%) percent of their base rate of pay.

C. Non-Sworn Employees and Police Communication Specialists

In accordance with Sections A and B of this Article, the total educational/certificate incentive pay that any employee shall receive at one time is eight (8%) percent of his/her regular rate of pay.

Sworn Employees

In accordance with Sections A and B of this Article, the total educational/certificate incentive pay that any employee shall receive at one time is eight (8%) percent of his/her regular rate of pay.

D. The City agrees to reimburse tuition and book fees for employees who satisfactorily complete preapproved, job-related classes and/or classes in an approved curriculum in a job-related degree program with a "C" grade or better or a "pass" in a pass/fail college course. The rate of reimbursement shall be the actual tuition rate, up to twenty-four (24) credit hours per fiscal year for full-time employees and up to twelve (12) credit hours per fiscal year for part-time employees, but shall not exceed the amount preapproved by the Department, and in no case will it be more than the tuition paid at Oregon State University. For purposes of calculating the amount of reimbursement, the three-credit charge at Oregon State University will be divided by three to arrive at a per credit maximum reimbursement. Approval must be obtained in advance from the department director and the Human Resource Director for each course. Reimbursement shall be upon receipt of verified course completion.

Job related is defined as specific course content which relates directly to functions, responsibilities, or duties in the employee's job descriptions.

E. 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 her/his final paycheck subject to Bureau of Labor & Industries regulations.

## **ARTICLE 25 ACTING IN CAPACITY**

A. An employee designated by the City as acting in the capacity (AIC) of a position with a higher salary range than his/her permanent classification, with the exception of Police Sergeant, shall receive a five (5) percent increase for all consecutive time worked in such assignment, when such assignment is for a minimum of one (1) shift. AIC pay shall be retroactive to her/his first hour of the assignment.

B. Acting in capacity for a Police Officer is defined as acting in the capacity of a Police Lieutenant, the Watch Supervisor, when the Lieutenant and Police Sergeant are not on duty and responsible for the shift or work unit.

C. A Police Sergeant will receive the five (5) percent increase in the absence of the Police Lieutenant, which shall be retroactive to her/his first hour of the assignment to the conclusion of the assignment, including any overtime, when such assignment is for a minimum of one (1) shift.

D. An employee who is designated a temporary supervisor as provided for above shall remain a member of the bargaining unit as defined in Article 1, except the employee shall assume all of the duties and be subject to the working conditions of other supervisors of a similar rank for the duration of the appointment.

## **ARTICLE 26 TRAINING PAY**

A. Employees who successfully complete the DPSST-FTEP program and are officially designated by the Department as trainers, assigned in patrol or dispatch, shall receive an additional five percent (5%) over their base pay per month. Employees receiving five percent (5%) training pay will be expected to be a lead worker and will take on extra assignments such as department training, research, proposals, etc.

The Department retains the right to assign or remove FTEP duties.

B. All other employees who are officially designated by the Department to train newly hired employees or an employee in a new classification for forty (40) or more hours within a thirty- (30) day period shall receive an additional three percent (3%) over their base pay per month or such prorated portion of that amount for actual time when training the employee. Training pay shall be effective with the first day of assignment.

## **ARTICLE 27 BILINGUAL INCENTIVE**

A. Employees who are qualified by the Department as able to converse in Spanish at an Intermediate Level will receive a monthly pay incentive of three percent (3%) over their base pay per month. The specific requirements will be determined by the Department. Qualifying employees will be tested to determine eligibility for the incentive.

B. Employees who are qualified by the Department as able to converse in Spanish at an Advanced Level will receive a monthly pay incentive of five percent (5%) over their base pay per month. The specific requirements will be determined by the Department. Qualifying employees will be tested to determine eligibility for the incentive.

C. The City will provide training each year for those who currently receive the incentive. The City has the right to retest qualifying employees at its discretion. Employees who fail the retest or fail to take the retest when requested to by the City, will have the incentive removed. The results of the initial and retesting processes cannot be grieved.

D. Employees who wish to be tested to begin the incentive must notify department administration by March 1 of each year in order for testing to be arranged prior to July 1 of that year.

#### **ARTICLE 28 CANINE MAINTENANCE INCENTIVE**

A. For those employees who are authorized canine officers shall receive fifteen (15) hours of overtime credit will be provided per month for the daily and weekly care needed to be provided, off duty, to the animal named and the respective agreement to purchase. The overtime credit may be taken as pay or compensatory time.

B. The City has certain expectations of the canine program, the officers as well as the animals. The employees working as canine officers will be expected to submit a monthly summation as to care provided the animal and the numbers and types of incidents involving the animal.

#### **ARTICLE 29 DETECTIVE AND COMMUNITY RESOURCES ASSIGNMENTS**

A. Police Officers and Sergeants assigned to the Detective Unit or the Community Resources Unit will receive a wage differential of five percent (5%) above their base pay for hours worked in that assignment.

#### **ARTICLE 30 WELLNESS**

A. The City agrees to continue its participation in the health club with the City paying one-half of the employee's monthly membership dues.

B. Sworn Employees will be eligible for an additional two (2%) percent incentive pay for passing the ORPAT with a score of 5 minutes 30 seconds or less twice annually. Employees who are unable to participate in a retest due to an on-the-job injury compensable under workers' compensation will be allowed to waive one retest and still maintain the two percent (2%) incentive. Employees who are not able to take a second retest will lose the incentive until such time they are again able to pass the test.

**ARTICLE 31**  
**VACATIONS/HOLIDAYS/PERSONAL LEAVE**

A. Vacations.

(1) Vacations shall accrue as follows:

Months of Continuous Service	Monthly Accrual Rate	Equivalent Annual (hours)
1 through 48 months	7 hours	84
49 through 96 months	10 hours	120
97 through 168 months	11 hours	132
169 through 228 months	13 hours	156
229 months and over	15 hours	180

Accrued vacation shall be credited as earned vacation for each full month of service in accordance with the above schedule. If such accrual 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.

For the purpose of calculating months of continuous service for vacation accrual, an employee's cumulative time in all regular City positions, since the employee's last regular date of hire, shall be utilized.

- (2) If an employee's earned but unused vacation credits reach the maximum accumulation allowed in accordance with Section 3 below, employees must request vacation of sufficient duration to once more allow for accumulation of vacation. Employees failing to make such request for vacation shall not accumulate any additional vacation hours until they have reduced their hours below the maximum amount permitted by this Agreement. Should the City be unable to schedule vacation for employees who have reached their maximum accumulation and have made a reasonable request for vacation leave that has been denied by the City the value of any vacation credits in excess of the maximum allowable accumulation shall be paid to the employee prior to the end of the calendar year in which they would otherwise be forfeited at the employee's wage rate at the time such credits were earned.
- (3) Earned but unused vacation credits shall not be allowed to accumulate beyond two times annual accrual.
- (4) Upon termination of an employee for any reason, he/she shall be paid an immediate lump sum payment for all earned but unused vacation credits. Accrued vacation leave shall be used in the order in which it was earned.
- (5) Vacations shall normally be taken in extended periods of one (1) week or more. Exceptions may be granted by the department head upon request. Vacation periods shall be requested well in advance as established by department orders/procedures but not more than six months in advance of the date requested. Requests will be granted on a first come, first serve basis. If two employees within the same work unit and same classification submit their written requests on the same day for the same dates off, the senior employee shall be given preference. If within fourteen (14) calendar days after an employee has received approval for vacation, an employee with more seniority requests the same vacation dates off, the more senior employee may invoke her/his seniority to be granted vacation in lieu of the less senior employee whose vacation shall be cancelled. An employee may invoke this seniority for scheduling vacation only one time each calendar year. Employees are encouraged to request and take at least one half their annual accrued vacation hours each year. Requests for vacation must specify that it is vacation and not some other form of leave being requested.

Sergeants and Police Officers shall be considered in the same classification for purposes of this section and may invoke seniority as long as another supervisor is scheduled to oversee the shift.

- (6) The City shall approve or deny each vacation request within fourteen (14) calendar days of the date the request is submitted to the supervisor. Should the City fail to comply with this provision, the affected employee shall be considered automatically approved. If the City cancels an employee's approved vacation request, the City will reimburse the employee for the nonrefundable deposits if the employee made nonrefundable deposits supported by written documentation and the employee made a good faith effort to cancel and seek refunds of the nonrefundable deposits. However, the City will not provide reimbursement for a vacation cancellation if such cancellation is the result of a more senior employee invoking seniority as described in paragraph A5 above.
- (7) In the event an employee is denied leave due to staffing, it is the denied employee's responsibility to monitor the schedule and identify the opportunity to re-request the time off due to a change in staffing levels.
- (8) Optional Vacation Premium Pay Program.
  - (a) Effective July 1, 1999, employees who have 169 months through 228 months of continuous service with the City shall be eligible to annually elect to receive the additional vacation accrual rate; or they may elect to receive an additional three percent (3%) increase in salary in lieu of the additional vacation accrual.
  - (b) Effective July 1, 1999, employees who have 229 months or more of continuous service with the City shall be eligible to annually elect to receive the additional vacation accrual rate; or they may elect to receive an additional three percent (3%) increase in salary in lieu of the additional vacation accrual.
  - (c) Employees must request to participate in the program to receive pay in lieu of vacation time off.
  - (d) Program selected by an employee will continue from year to year unless the employee requests a change by the date noted in the Agreement.
  - (e) Employees with 229 months or more may elect to participate in both, one, or none of the program parts.
  - (f) Eligible employees must give notice for the beginning of each fiscal year by December 31 of the preceding year (e.g., to implement 7-1-2000, notice needs to be provided by 12-31-99) to accept the compensation increase in Subsection a) and b) above or to discontinue participation in the program.

B. Holidays.

- (1) Employees will accrue the equivalent eleven-twelve's (11/12th) of a day. A day is defined as being the employee's normally assigned shift hours per scheduled work day for each full month for which they receive compensation as time off in lieu of holidays. Time off in lieu of holidays taken by an employee will be deducted hour-for-hour per pay utilized, i.e., employees who are normally assigned to an eight- (8) hour per day work schedule will accrue 7-1/3 hours per month; employees normally assigned to a ten- (10) hour-per-day work schedule will accrue 9-2/3 hours per month; employees who are normally assigned to a twelve- (12) hour-per-day work schedule will accrue 11 hours per month. Employees working a higher number of hours during any portion of a calendar month will accrue holiday time at the higher rate for that month. The accrued hours and the accrual rates shall be adjusted for employees who have their normally assigned shift hours per scheduled

work day change. If such accrual is for less than the equivalent of full-time hours, the holiday 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 holiday benefits.

- (2) Employees may only accrue a maximum of eighty (80) hours of time off in lieu of holidays. Employees may be required to reduce accruals by the City if they reach the maximum limit. If the City is unable to allow an employee with maximum accrual time off, then the employee shall receive payment for such time in excess of the maximum at his/her regular rate of pay. This section shall be interpreted in accordance with the language in Section A, Vacations, Sections 2 and 3 of this Article.
- (3) Requests for holiday time shall generally be granted on a first come, first serve basis. If two employees within the same work unit and same classification submit their request at the same time for the same dates, the senior employee shall be given preference. Requests for vacation time off shall be given priority over request for holiday time off. The City may cancel scheduled time off when required to do so to meet operational needs.

Sergeants and Officers shall be considered in the same classification for purposes of this section and may invoke seniority as long as another supervisor is scheduled to oversee the shift.

- (4) Upon termination of an employee for any reason, he/she shall be paid an immediate lump sum payment for all earned but unused holiday credits.

#### C. Personal Leave

- (1) Sworn officers scheduled to work 12-hour shifts shall receive five (5) hours of personal leave per month, or sixty (60) hours per fiscal year. City Payroll shall credit these sworn officers with sixty (60) hours of personal leave on July 1 of each fiscal year with the following exceptions:
  - (a) When City Payroll is notified by a Police Department administrator that a sworn officer is no longer scheduled to work 12-hour shifts, personal leave time will be prorated based on the time period of the personal leave accrual. Any overage will be deducted based on the percentage of time worked in the 12-hour shift schedule from the sworn officer's vacation leave balance; and if there are not enough hours in the vacation leave balance, then it will be deducted from the holiday leave balance.
  - (b) When City Payroll is notified by a Police Department administrator after the beginning of a fiscal year that a sworn officer has now been scheduled to work 12-hour shifts, City Payroll shall credit this sworn officer with prorated personal leave time based on the remainder of the fiscal year.
  - (c) Personal leave shall be granted upon written request of the employee subject to the operational needs of the Department. Personal leave time balances are not carried over from fiscal year to fiscal year. There will be no monetary payout by the City of personal leave time at the end of the fiscal year except upon termination of an employee for other than disciplinary reasons..

#### D. Sale of Leave Hours.

Employees shall be allowed to annually elect to voluntarily sell or cash in an accrued combination of vacation, holiday, and personal leave up to the maximums specified below:

Employees who have notified the City by February 1 in writing using the Department-provided form, through the chain of command that they desire to sell back leave hours, shall be allowed to sell up to a maximum of sixty (60) combined hours of leave at their normal hourly wage rate. The compensation for these hours shall be included with the employee's normal November paycheck. The form must identify how many hours they wish to sell and the leave bank(s) from which to deduct them. The specified hours must be deducted from the designated leave balance(s) on their November time sheet. If the employee does not specify the leave bank(s) from which to sell the hours, they will be deducted by Payroll from leave banks in this order: vacation, holiday, personal.

Employees are also encouraged to be aware that the cash value of leave hours sold back to the City may be contributed to their deferred compensation program up to the maximum limit as established by the IRS.

### **ARTICLE 32 SICK LEAVE**

A. Full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Effective July 1, 2009, full-time employees who regularly work shifts of eight (8) or ten (10) hours shall accrue sick leave at the rate of eight (8) hours per month. Full-time employees who regularly work shifts of twelve (12) hours shall accrue sick leave at the rate of eight and one-half (8.5) hours per month. Part-time employees shall accrue sick leave prorated by their regularly scheduled FTE (full-time equivalency). Sick leave shall be accumulated to a maximum of 1,000 hours for all employees.

This bank of leave shall be known as Sick Leave - New and shall be independent of sick leave accrued on or before December 31, 1994, which shall be known as Sick Leave - Old. Sick Leave - Old shall be banked for the employee's use should they request it.

B. Sick leave shall be utilized for personal illness or injury and shall not be used for illness or injury resulting from outside employment. Before granting sick leave with pay in excess of three (3) days, the City may require a written statement by a physician certifying that the employee's condition necessitates his/her absence from his/her City duties.

Employees may use accrued sick leave for the purpose of caring for an ill or injured immediate family member. An employee will be required to follow all of the stated rules for family medical leave authorization. For this purpose, immediate family shall be defined in accordance with family medical leave laws.

C. The employee may utilize sick leave for a medical or dental appointment, but a minimum of one (1) hour will be charged. Normally, sick leave shall be charged on the basis of hour for each hour used.

D. An employee who is reemployed following a layoff, authorized leave without pay, shall have all sick leave accrued prior to such absence reinstated. No sick leave shall accrue during such absence.

E. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

In addition, eligible employees may qualify for supplementary payments under the disability insurance plan currently in effect.

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). This compensation shall be in lieu of time loss payments from the City's worker's 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

worker's 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.

F. It is agreed that employees may donate any part of their sick leave to any other Police Department employee, whether in the bargaining unit or nonbargaining, who has a bona fide need for such donation if agreed upon by the City. Nonbargaining employees in the Police Department may also donate sick leave to bargaining unit employees. Each request will be examined on a case-by-case basis as to the allowance and the amount. 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; such donation will not be considered the use of sick leave in terms of sick leave incentive program.

G. 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-type event. The employee must use available accrued sick leave, compensatory time, vacation, personal leave, 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.

H. In an effort to reduce the number of sick leave hours used by employees each year and to recognize those employees who use little or no sick leave, the following incentive program is initiated:

Employees shall accrue sick leave as defined in Section A of this Article for each full month of service, and the following sick leave incentive program will be:

Annual unused sick leave will be awarded back to employees based on the following formula:

- (1) Employees with less than one thousand (1,000) hours of accrued sick leave would receive a twelve and one-half (12.5%) percent time-off incentive for any unused annual sick leave accrual. The incentive shall consist of allowing the employee to convert the unused annual sick leave hours noted above to their vacation hour bank.
- (2) Employees who have not used any sick leave in the previous year would receive an additional twelve and one-half (12.5%) percent time-off incentive. The incentive shall consist of the employee being awarded additional vacation leave without any deduction off their sick leave balance. This leave may be converted to cash at the employee's option.
- (3) Time off will be calculated to the nearest whole hour and must be taken within the following twelve (12) months.
- (4) Sick leave usage for purposes of this program shall be based upon October 16 through October 15 and accrual based upon November through October calendar months. The vacation time shall be credited prior to December 15.
- (5) Any unused annual sick leave accrual converted to paid vacation leave will be deducted from sick leave balance. (Example: A twelve and one-half percent (12.5%) time-off incentive would result in up to twelve hours deducted from total sick leave balance).

**ARTICLE 33  
BEREAVEMENT LEAVE**

A. In the event of a death in the immediate family (spouse; domestic partner, parent or stepparent; parent-in-law or stepparent in-law; brother, brother-in-law, or stepbrother; sister, sister-in-law, or stepsister; child (including step-, foster, or adopted child of employee or spouse); child's spouse; grandparent (including step-grandparent); grandchild; uncle; aunt; nephew; niece; first cousin; legal guardian parent; legal guardian child; equivalent relatives of an employee with a domestic partner, or any person in the employee's household), the employee shall be granted five (5) days leave with pay to grieve the death of a family member, make funeral and death arrangements, if necessary, and to attend the funeral. Leave without pay of up to eight (8) hours may be granted by the department director when an employee serves as a pallbearer.

B. Bereavement leave under this Article will run concurrently with bereavement leave provided by the Oregon Family Leave Act (OFLA). Only the five (5) days provided by this Article will be with pay; however, 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.

**ARTICLE 34  
FAMILY AND MEDICAL LEAVE**

A. The City shall comply with the requirements of state and federal regulations with regard to family and medical leave.

**ARTICLE 35  
MILITARY LEAVE**

A. 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 any calendar year. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which he/she is entitled, providing the employee receives bona fide orders to active duty or training duty for a temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Leave without pay shall be allowed in accordance with Oregon State Laws for employees entering military service for extended or indefinite periods of active duty.

**ARTICLE 36  
JURY DUTY**

A. An employee will notify his/her supervisor within 48 hours upon receipt of a jury duty notice. Employees shall be granted a leave of absence with pay from regularly scheduled duty upon their being selected to serve on a jury.

B. If in the City's judgment the employee's absence will cause a hardship, the employee will make a good faith effort to be excused from jury duty and the City reserves the right to petition the court to excuse the employee from jury duty.

**ARTICLE 37  
LEAVE WITHOUT PAY**

A. A regular employee may be granted a leave of absence without pay up to one (1) year for education or other reasonable purpose when the work of the Department will not be seriously handicapped by his/her absence.

Requests for such leaves must be in writing and must establish reasonable justification for the approval by the department head or City Manager. Leaves of absence for longer than thirty calendar days must be approved by the City Manager.

**ARTICLE 38  
OUTSIDE EMPLOYMENT**

A. Permission to work at outside employment, including self-employment, while an employee of the City of Albany must be approved, in advance, by the Chief of Police or his designee. The employee shall submit a written request for approval of outside employment. In order to be approved, the outside employment must:

- (1) Be compatible with the employee's duties.
- (2) In no way detract from the efficiency of the employee in City duties.
- (3) In no way be a discredit to City employment or the police profession.
- (4) Not take preference over extra duty required by City employment.
- (5) Not represent a conflict of interest, or appearance of such, with regular City employment.
- (6) Not involve use of City time, facilities, uniforms, equipment, and supplies unless approved by the Chief of Police as providing a direct or indirect benefit to the City

B. It is understood that the City Manager or her/his designated representative may, upon reasonable grounds, at any time revoke permission to hold outside employment.

C. No employee holding a budgeted position in the City shall be granted a leave of absence for the purpose of engaging in outside employment.

**ARTICLE 39  
UNIFORMS**

A. The City agrees to provide footwear, equipment, and three (3) sets of uniforms to each employee performing assigned duties. The City agrees to renew duty ammunition annually.

B. The City agrees to pay the reasonable cost for providing cleaning service for each uniformed employee for no more than one uniform per week.

C. Sworn officers assigned to a nonuniformed assignment will receive a clothing allowance of four hundred eighty dollars (\$480) per fiscal year in the first pay period of each fiscal year. Newly assigned sworn officers shall receive a single prorated allowance equal to forty dollars (\$40) per month for the remainder of the fiscal year. When practical, the allowance will be applied to the employee's paycheck immediately preceding the start of the assignment. If not practical, the allowance will be applied to the next regular paycheck.

D. Sworn officers temporarily assigned to a nonuniformed assignment for a period of over sixty (60) days shall receive forty dollars (\$40) per month for the duration of the assignment.

#### **ARTICLE 40 MILEAGE**

A. The City shall reimburse at the current authorized IRS rate per mile for travel when previously authorized by the department head or the department head's designee. The City shall reimburse actual and reasonable costs for other preauthorized expenses while on City business when substantiated by receipts.

#### **ARTICLE 41 TERM OF AGREEMENT**

A. All articles of this Agreement shall become effective upon ratification by the parties, unless the parties have agreed to different implementation date for a particular article, and expires on June 30, 2017. However, if the parties are in negotiations for a successor agreement, this Agreement shall remain in full force and effect during the period of negotiations beyond June 30, 2017.

B. Either party may give written notice during January 2017 of its desire to negotiate a successor agreement. The parties will meet within thirty (30) days of such written notice being given to discuss ground rules for the successor negotiations including the schedule for exchange of proposals and the formal commencement of negotiations. The parties will make a good faith effort to commence negotiations with an exchange of proposals no later than the third week of March 2017.

#### **ARTICLE 42 CONTRACT NEGOTIATIONS**

A. The composition of the Association's negotiating team shall be determined by the Association. Not more than four (4) Association negotiation team members shall be permitted to attend negotiation meetings (including ground rule sessions, negotiating sessions, mediation, and interest arbitration hearings) with the City's representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during the duty hours of the members so attending. However, no more than one (1) employee may be from a single work unit/team, except there may be two (2) employees from Patrol as long as minimum staffing does not drop below six (6). The City shall not be responsible for overtime pay or travel reimbursement. The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of the expected absence for the purpose of this Article.

B. The Association shall notify the City five (5) days prior to the ground rule session of the names of the employees who will be utilizing this Article.

**ARTICLE 43  
MID-TERM BARGAINING**

A. Except as to matters specifically referred to in this Agreement, the parties agree to abide by the provisions of ORS 243.698 regarding mid-term bargaining. Nothing in this Agreement should be construed to limit the City's right to raise mid-term issues nor the Association's right to bargain such issues.

**ARTICLE 44  
SAVINGS CLAUSE**

A. 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. The remainder of this Agreement shall remain in full force and effect.

B. 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 renegotiation within thirty (30) days of the date the parties became aware of the invalidating action.

**ARTICLE 45  
MEMBERSHIP IN THE ALBANY RIFLE AND PISTOL CLUB**

A. The City and Association agree that it is beneficial to both the City and sworn employees to ensure that employees qualify with their firearms on the first attempt. To this end, the Parties encourage sworn employees to participate in off-duty practice with their firearms. To facilitate such off-duty practice, the Parties agree to the following range membership program:

1. Upon request of a sworn employee, the City will pay for that employee's annual membership fee in the Albany Rifle and Pistol Club for the period beginning the first of the month following the date on which the employee makes the request.
2. The employee will be responsible to pay start-up/initiation and/or other fees, if any.
3. Employees are responsible to provide their own practice ammunition. The City will incur no costs other than the annual membership fee.
4. Employees will use appropriate personal protective equipment (PPE), such as safety glasses and hearing protection when engaged in firearm practice. Employees will adhere to appropriate safety practices at all times. If the City becomes aware that an employee has not used appropriate PPE or has not adhered to appropriate safety practices, the City may cease paying for that employee's membership. Such action shall not be grievable.
5. The Association and its members indemnify and hold the City harmless against any and all lawsuits, claims, complaints, or other legal or administrative actions that arise out of an employee's off-duty participation in firearm practice paid for by the City.

The parties set their hand this 19<sup>th</sup> day of March 2015.

AGREEMENT RATIFIED BY THE ALBANY POLICE ASSOCIATION ON MARCH 2, 2015.  
AGREEMENT RATIFIED BY THE CITY OF ALBANY ON MARCH 11, 2015.

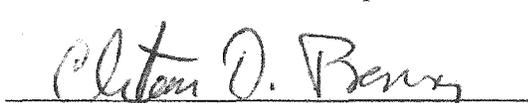
FOR THE ASSOCIATION:

  
Robert Hayes, Association Representative

  
Justin Alexander, Association Representative

  
Curtis Bell, Association Representative

  
Debbi Buchert, Association Representative

  
Clayton Berry, Association Representative

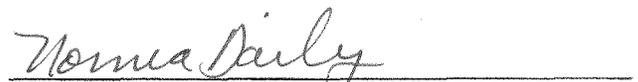
FOR THE CITY:

  
Wes Hare, City Manager

  
David Shaw, Human Resources Director

  
Jeff Hinrichs, Police Captain

  
Chris Carter, Police Lieutenant

  
Norma Daily, Administrative Services Supervisor

  
Danette DeSaulnier, Senior HR Programs Coordinator

  
Laura Hyde, Executive Assistant to the City Manager

**APPENDIX A**

**SALARY SCHEDULE**

**July 1, 2014, through June 30, 2015**  
**2.5 percent across-the-board increase**  
**plus an additional 0.5% percent increase for Police Clerk classification**

# ALBANY POLICE ASSOCIATION

## Salary Schedule

*Effective July 1, 2014 through June 30, 2015*

2.5% Salary Adjustment

Additional 0.5% for Police Clerks

Classification	Salary Grade	Step A	Step B	Step C	Step D	Step E	Step F	10-year Longevity Step (Step F+2%)
Police Clerk	<b>P100</b>	\$2,763	\$2,897	\$3,042	\$3,193	\$3,357	\$3,521	\$3,591
Property and Evidence Specialist	<b>P101</b>	\$3,232	\$3,381	\$3,550	\$3,703	\$3,879	\$4,045	\$4,126
Administrative Assistant I	<b>P108</b>	\$3,348	\$3,517	\$3,693	\$3,872	\$4,067	\$4,274	\$4,359
Police Communications Specialist	<b>P102</b>	\$3,534	\$3,707	\$3,887	\$4,076	\$4,281	\$4,488	\$4,578
Community Service Officer	<b>P103</b>	\$3,647	\$3,825	\$4,015	\$4,208	\$4,418	\$4,674	\$4,767
Community Education Specialist	<b>P107</b>	\$3,756	\$3,939	\$4,137	\$4,333	\$4,548	\$4,813	\$4,909
Crime Analyst	<b>P104</b>	\$4,228	\$4,438	\$4,660	\$4,894	\$5,136	\$5,397	\$5,505
Police Officer	<b>P105</b>	\$4,343	\$4,547	\$4,754	\$4,987	\$5,228	\$5,470	\$5,579
Police Sergeant	<b>P106</b>	\$4,995	\$5,237	\$5,492	\$5,748	\$6,027	\$6,306	\$6,432

**APPENDIX A**

**SALARY SCHEDULE**

**July 1, 2015, through June 30, 2016**  
**2.0 percent across-the-board increase**  
**plus an additional 0.5% percent increase for Police Clerk classification**

# ALBANY POLICE ASSOCIATION

## Salary Schedule

*Effective July 1, 2015 through June 30, 2016*

2.0% Salary Adjustment

Additional 0.5% for Police Clerks

Classification	Salary Grade	Step A	Step B	Step C	Step D	Step E	Step F	10-year Longevity Step (Step F+2%)
Police Clerk	<b>P100</b>	\$2,832	\$2,969	\$3,118	\$3,273	\$3,441	\$3,609	\$3,681
Property and Evidence Specialist	<b>P101</b>	\$3,297	\$3,449	\$3,621	\$3,777	\$3,957	\$4,126	\$4,209
Administrative Assistant I	<b>P108</b>	\$3,415	\$3,587	\$3,767	\$3,949	\$4,148	\$4,359	\$4,446
Police Communications Specialist	<b>P102</b>	\$3,605	\$3,781	\$3,965	\$4,158	\$4,367	\$4,578	\$4,670
Community Service Officer	<b>P103</b>	\$3,720	\$3,902	\$4,095	\$4,292	\$4,506	\$4,767	\$4,862
Community Education Specialist	<b>P107</b>	\$3,831	\$4,018	\$4,220	\$4,420	\$4,639	\$4,909	\$5,007
Crime Analyst	<b>P104</b>	\$4,313	\$4,527	\$4,753	\$4,992	\$5,239	\$5,505	\$5,615
Police Officer	<b>P105</b>	\$4,430	\$4,638	\$4,849	\$5,087	\$5,333	\$5,579	\$5,691
Police Sergeant	<b>P106</b>	\$5,095	\$5,342	\$5,602	\$5,863	\$6,148	\$6,432	\$6,561