

# Collective Bargaining Agreement

between

City of Albany

and

Albany Police Association

July 1, 2020, through June 30, 2022

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## **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 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. The positions of Administrative Assistant I and Accreditation Manager shall be considered confidential and excluded from the bargaining unit per Appendix C.
- C. During bargaining for a successor Agreement, the parties agree to review and either incorporate the still in effect MOUs and MOAs into the successor Agreement or bargain over any desired changes, consistent with PECBA. All disputes concerning the interpretation, application and enforcement of MOUs and MOAs shall be resolved in accordance with Article 9 – Settlement of Disputes.

## **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 decision bargaining during the term of this Agreement; however, nothing precludes the Association from bargaining the impacts of the exercise of management rights consistent with Article 43 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 Linn County 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, non-membership, 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, political

affiliation, or other protected status or activity. 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 non-membership in the Association shall be the individual choice of the employees who are covered by this Agreement.
- B. The City agrees to deduct from the paycheck of each employee and to pay the Association those dues, fees, costs, charges and assessments as set by the Association when so authorized in writing by the employee. Such deductions shall commence on the first day of the payroll period immediately following the notification of receipt of written authorization from the Association to the City. The City will not be held liable for checkoff errors but will make proper adjustments with the employee and the Association for errors as soon as practical and upon notification from the Association. The Association 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 Association by the tenth (10th) day of the succeeding month after such deductions are made.
- C. Any authorization for payroll deductions may be canceled upon written notice to the City and the Association as specified in the authorization. Such deductions shall cease on the first day of the payroll period immediately following the notification as is specified in the authorization.
- D. If the Association changes the manner in which it calculates dues (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 mailboxes 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.

Counseling: Forms of informal evaluation and counseling are not considered discipline and may not be grieved. Examples may include counseling memos, performance notations, directives, letters of confirmation of verbal counseling or letters of expectations. These are less formal means of resolving issues of performance. Counseling may serve as notice to the employee for future discipline. Counseling memos will be maintained in the supervisory file for up to twelve (12) months or the next annual written evaluation or evaluation waiver, whichever is later, if there are no repeat instances of the same or similar conduct. Upon request, an employee may review and request copies of counseling documents in her/his supervisory file. The employee may submit a written rebuttal to be placed in the supervisory file with the counseling memo. At the time the counseling memo is removed from the supervisory file, the rebuttal shall also be removed. If the counseling memo is referenced in the employee's formal performance

evaluation, the employee may submit a new rebuttal or the prior counseling rebuttal. Nothing in this section shall be construed to prevent or prohibit the Police Chief or superior officer from discussing operational matters with employees.

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 pre-disciplinary hearing which shall be held within one week after the written notice has been issued. Pre-disciplinary 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) 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 resolved at Step 1, the Association may submit the grievance in writing to the Chief of Police or designee 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 Chief of Police or designee may meet with the employee's immediate supervisor, captain, the aggrieved party, and not more than two (2) Association representatives to discuss the grievance 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, whichever is later.

### 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, Chief of Police, 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, whichever is later.

### Step 4:

Within two weeks of receipt of the City Manager's reply, the Association may notify the City in

writing 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) 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 strive to render a decision within thirty (30) days of the close of the hearing or submission of post-hearing briefs, whichever is later. 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 final and 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 or extended 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 representatives 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 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 disciplined or discharged with or without cause by the City and such discipline or 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 will return such probationary employees to their previous classification at any time before the end of the probationary period if, in the City's judgment, their job performance in the probationary promotion position 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. In the event a promoted employee is returned to his/her previous classification, the City will follow the procedures of Article 14 – Layoff. If the return of the probationary employee to his/her previous classification results in the City determining a reduction in force is necessary, the least senior employee in the previous classification will be laid off and the promoted employee will be returned to his/her former position.

An employee who promotes to a position at a higher salary range shall be placed in the higher salary grade at the step that provides the employee with an increase of no less than four and one-half percent (4.5%) above the employee's base pay on the first day of the payroll period when the promotion becomes effective. The employee's salary step increase date shall be that date, and on each subsequent year until s/he reaches the top pay step of that range. All other seniority issues will be determined by the employee's date of hire consistent with the remainder of this Agreement.

- 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 five (5) 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 and/or its representatives and insurers; to Association representatives; for use in grievance, arbitration and other legal proceedings; or by order of a competent court as required by law.
- 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.
- D. Employees may submit a written rebuttal to any material in the employee's personnel, administrative, or working file. The rebuttal will be removed from the file at the same time the original material is removed.

## **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 entitled to bump into the lower classification, provided the employee has classification seniority over the individual being displaced and the employee notifies the Chief of his/her desire to bump within ten (10) business days of notice of layoff. Classification seniority shall be credited for all the time an employee worked, was in paid status or was on an authorized unpaid leave of absence of 30 days or less in a given classification from the date of hire or placement in the classification once an employee gains regular status. Exceptions for crediting classification seniority to employees who are on authorized leaves of absence of more than 30 days will be made for employees who are on workers compensation leave and in accordance with applicable law (FMLA, OFLA, USSERA, Oregon Sick leave Act).
- B. Except as set forth in Section C below, 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 by certified mail return receipt requested to the last address listed on City records. If the employee does not respond by providing the Chief or designee notice of intent to return to

work in writing within seven (7) business days of receipt of the notice or ten (10) business days of mailing, whichever is later, the employee will lose his/her recall rights and the Department may proceed to fill the position through other methods. Employees recalled from layoff, shall be returned with the same seniority they had at the time of layoff and will 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. Layoff status shall not extend for more than two (2) years from date of layoff. 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 full 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.
- G. A business day is defined as Monday through Friday, excluding recognized federal holidays.

## **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 and Code Compliance 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 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 E(1)(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 (½) 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 (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 (1-1/2) times the employee's normal hourly rate.

- (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 classification and assignment by seniority of the available hours. The most senior employee within the classification and

assignment 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.

Assignment as used in the above paragraph means patrol, detectives, street crimes, etc.

- (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 or email 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. Work assignments may also be made without regard to seniority for special projects such as serving on oral boards and interview panels, participating in job fairs or other recruitment activities, making presentations to schools or other groups, or other similar activities.
- (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 four (4) 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 regular rate of 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.

- H. Work-Related Telephone Calls When Not On Duty. If a supervisor or designee makes a work-related telephone call to an employee when the employee is not on duty and the employee is required as a result to perform work for the City, the employee will be compensated at the employee's overtime rate for the actual time worked, rounded up to the nearest fifteen (15) minutes. Phone calls for the purpose of asking the employee if they are available to perform extra work or asking the employee the location of equipment (e.g., car keys, radio, etc.) or asking if the employee has completed a task (e.g., a report) are not compensable.

When, as a result of a telephone call, the employee is required to report to work and the total time that the employee engages in work is not more than four (4) hours, the employee shall receive the appropriate rate of pay for that work and not be paid the fifteen minutes minimum as noted above. The employee shall receive the appropriate rate of pay for time worked beyond four (4) hours and will be paid the fifteen minutes minimum as noted above.

## ARTICLE 17 - WAGES

- A. Effective July 1, 2020, bargaining unit employees shall receive a salary increase of three percent (3%). A new salary schedule (Appendix A) shall be an attachment to this Agreement.
- B. Effective July 1, 2021, bargaining unit employees shall receive a salary increase of a minimum of two percent (2%) to a maximum of three percent (3%) based on the increase in the U.S. CPI-W Index from January 2020 to January 2021.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. The City agrees that based on the Police Sergeants' job description discussion on June 30, 2017, the Sergeant classification will remain in the bargaining unit and are not "supervisors" under PECBA.

#### **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. 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 \$120.00/month.
- E. By the first payday in January, the City will contribute one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage; two thousand dollars (\$2,000) to each employee who elects coverage for employee plus dependent(s).

When the 2020-2022 Agreement expires on June 30, 2022, and if no new agreement has been reached by January 1, 2023, the City will contribute by the first payday in January, one thousand dollars (\$1,000) to the VEBA for each employee who elects employee-only medical coverage; two thousand dollars (\$2,000) to each employee who elects coverage for employee plus dependent(s).

If an employee who elected employee-only coverage adds a dependent(s) during the plan year due to a qualifying event as defined in the PacificSource contract, an additional one thousand dollars (\$1,000) shall be added to the employee's VEBA.

Newly hired employees shall receive full VEBA contributions effective upon activation of their City health insurance.

If an employee terminates from employment and returns to the City of Albany within the same calendar year as a regular status employee eligible for healthcare benefits, they will not be eligible for a second VEBA contribution in the same calendar year, as long as the health insurance plans recognize the amounts the employee and dependents (if applicable) have met towards their deductible and maximum out-of-pocket in that calendar year as if the employee never left. If an employee terminates with single coverage and returns to the City in the same calendar year with dependent coverage, the employee will receive a City VEBA contribution equal to the difference between single and dependent contributions (\$1,000).

The money in an employee's VEBA account is owned by the employee.

- F. Part-time employees in positions budgeted between 0.75 FTE and 0.999 FTE shall receive City-paid health insurance premium contributions at the same level as full-time employee. Part-time employees in positions budgeted between 0.50 FTE and 0.749 FTE shall receive City-paid health insurance premium contributions at seventy-five percent (75%) of the full-time employee rate. The employee shall pay the remaining twenty-five percent (25%). Part-time employee in positions budgeted between 0.50 FTE and 0.749 FTE have the option to waive coverage in accordance with the insurance carrier's policy requirements. Part-time employees in positions budgeted at less than 0.50 FTE are not eligible for benefits.
- G. The City shall make the 125 pre-tax flexible spending account available for all bargaining unit members.
- H. 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 one percent (1%) 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 subject to the terms of the LTD policy. 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.
- C. Legal Defense Plan: The City will contribute towards the PORAC Legal Defense Plan that provides each employee with an attorney as a direct result of criminal charges or a criminal investigation arising out of the employee's performance of her/his duties as an employee.
  - (1) Effective July 1, 2017, the City will contribute the current contribution for Plan II coverage not to exceed \$5.00 per month for each employee, paid by quarterly reimbursement of invoice provided by the Association for the "PORAC" Plan.
  - (2) The Association will provide a complete legal defense plan description to the City and written notice to the City of any changes to the plan description. Substantive changes in plan benefits may be subject to notice and bargaining under ORS 243.698.
  - (3) The City recognizes that it is not entitled to the work product of the attorneys involved in this program. The City recognizes there exists an attorney client privilege between the attorney and employee.

## 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 ten (10%) 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 ten (10%) 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 shall receive a five (5) percent increase for all consecutive time worked in such assignment.
- B. 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.
- C. Nothing in this Agreement requires the City to designate an employee as acting in capacity.

#### **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.
- C. Employees designated by the Department as the Firearms Coordinator or the Defensive Tactics

Coordinator shall receive an additional two hundred dollars (\$200.00) per month over their base pay. The Department retains the right to assign or remove Firearm Coordinator or Defensive Tactics Coordinator duties; and such assignment or removal of duties is not grievable.

#### **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 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 reimburse employees the cost of membership in a health club, up to two hundred forty dollars (\$240.00) each calendar year, upon the employee presenting valid proof of membership. Such proof of membership confirming the amount the employee has paid must be presented to the Department by January 31 of the following year (e.g., reimbursement for calendar year 2020 membership must be submitted by January 31, 2021).
- B. Sworn Employees, Community Service Officers, and Code Compliance Officers 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 annually.

(1) 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 until the next ORPAT.

(2) After the first waived retest, that employee may retake the ORPAT within 60 days of being released to full duty to maintain the incentive. If that employee elects not to retake the ORPAT in that timeframe, the incentive will cease if they fail to take the next scheduled ORPAT.

- C. Sworn employees, Community Service Officers, and Code Compliance Officers who participate in the annual ORPAT wellness testing off-duty will be compensated for one (1) hour of overtime. Employees who are active members of the Linn Benton Regional SWAT Team in good standing do not have to take the ORPAT to qualify for the incentive. Instead, if those SWAT Team members pass the SWAT physical testing, those employees will receive the two percent (2%) incentive pay. And if those CNT Team members pass the CNT physical testing (ORPAT), those employees will receive the two percent (2%) incentive pay. It is the responsibility of the active SWAT and CNT team members to provide documentation of their successful physical testing to the Department's Administrative Services Lieutenant. Employees who have successfully passed the ORPAT within the previous two (2) months of annual testing do not have to re-take the ORPAT to obtain the two percent (2%) incentive.

## ARTICLE 31 - VACATIONS/HOLIDAYS/PERSONAL/COMPENSABLE LEAVE

A. Vacations.

- (1) Vacations shall accrue as follows:

<b>Months of Continuous Service</b>	<b>Monthly Accrual Rate</b>	<b>Equivalent Annual (hours)</b>
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) Earned but unused vacation credits shall not be allowed to accumulate beyond two times annual accrual.
- (3) Optional Vacation Premium Pay Program.
  - (a) 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) 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 for a total of six percent (6%).
  - (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 7-1-2018, notice needs to be provided by 12-31-2017) 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.

#### C. Personal Leave

- (1) Sworn officers scheduled to work at least four (4) 12-hour shifts in a calendar month shall receive five (5) hours of personal leave per month, up to a maximum accrual of sixty (60) hours.
  - 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 accruals shall cease until such time that Payroll is notified that the sworn officer has again been scheduled to work 12-hour shifts. Personal leave already accrued shall still be available for the employee's use.

#### D. Compensable Leave.

Compensable time off accrual is set forth in Article 16, paragraph G(6).

#### E. Vacation/Holiday/Personal/Compensable Leave Rules.

- (1) When an employee is within sixty (60) days of reaching the maximum accumulation allowed in a particular bank, the employee must request time off of sufficient duration to once more allow for accumulation of leave in that bank. Employees failing to make such request for leave shall not accumulate any additional leave hours in that bank until they have reduced their hours below the maximum amount permitted by this Agreement. Should the City be unable to schedule leave for employees who are within sixty (60) days of reaching their maximum accumulation and have made a reasonable request to take leave and that request has been denied by the City, the value of any leave in excess of the maximum allowable accumulation shall be paid to the employee by the end of the following pay period.
- (2) Upon termination of an employee for any reason, he/she shall be paid an immediate lump sum payment for all earned but unused leave, except sick leave.
- (3) Leave periods shall be requested well in advance as established by department orders/procedures but not more than one year in advance of the date requested. Leave requests for less than a full shift may only be submitted no more than two months in advance of the date requested. Requests will be granted on a first come, first serve basis. If two employees within the same classification and assignment 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 leave, an employee with more seniority requests the same leave dates off, the more senior employee may invoke her/his seniority to be granted leave in lieu of the less senior employee whose leave shall be cancelled as long as the senior employee takes the same leave hours off or a minimum of forty (40) hours of the same leave time, whichever is less. An employee may invoke this seniority for scheduling leave only one time each calendar year. Employees are encouraged to request and take at least one half their annual accrued leave hours each year. 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.

- (4) The City shall approve or deny each leave 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 leave 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 leave cancellation if such cancellation is the result of a more senior employee invoking seniority as described in paragraph E3 above.
- (5) 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.

F. 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 for any other reason as required by applicable law. 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 non-bargaining, who has a bona fide need for such donation if agreed upon by the City. Non-bargaining 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. Effective January 1, 2018: Sick leave Retirement Benefit:

Upon the employee's retirement, the City will make available the value of one-quarter (25%) of the employee's combined Old and New sick leave balances or one-half (50%) of the employee's New sick leave balance, with an 850-hour maximum, whichever is of greater benefit to the employee. The sick leave value is credited to the employee's VEBA account toward the purchase of the City's health insurance premium should the employee or eligible spouse/domestic partner choose this health insurance option as defined with ORS 243.303. This benefit may also be used to purchase insurance under the PERS Retiree Insurance Program. Any administrative fees charged to the City for the retiree to participate in the PERS Retiree Insurance Program will be paid by the retiree through a reduction in her/his sick leave retirement benefit. Alternatively, an employee who is eligible for full retirement under PERS with unreduced benefits due to age or length of service, but who retires from public service without immediately withdrawing PERS retirement benefits, may use this same credit toward the purchase of the City's health insurance premium up to the limits of her/his federal Consolidated Omnibus Budget Reconciliation Act (COBRA) benefit. In such instance, the employee shall provide documentation to the Human Resources Department to demonstrate that s/he is eligible for full PERS retirement. The value of the sick leave described here is only available as a credit and cannot be redeemed or used in any way as a cash payment to the employee or the employee's spouse or family.

Because the sick leave credit under this provision is merely a match, it will not require sick leave to be used in exchange for VEBA credits and consequently will not reduce the number of hours that the City reports to PERS as unused sick hours upon retirement.

Prospective retirees will need to contact PERS for information on PERS Retiree Insurance Program.

At retirement, unused Sick-Old and Sick-New leave banks will be reported to PERS, and an employee's benefits will be adjusted and calculated according to PERS regulations.

### **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); grandparent-in-law; grandchild; uncle; aunt; nephew; niece; first cousin; legal guardian parent; legal guardian child; equivalent relatives of an employee with a domestic partner, any person considered a "family member" under OFLA; 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. An employee shall be granted five (5) days leave with pay to grieve where an employee or an employee's spouse/domestic partner suffers from the spontaneous death of a fetus not related to a selective termination of pregnancy, unless said termination is in response to a life-saving event for the mother or additional in-utero fetus(s).
- C. 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 applicable law 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 - PERSONAL LEAVES OF ABSENCE**

- A. A regular employee may be granted a personal leave of absence without pay or benefits for up to one (1) year for education or other reasonable purpose not otherwise covered under applicable law when the work of the Department will not be seriously handicapped by his/her absence. If such a leave of absence extends more than 30 calendar days, the employee's seniority will be frozen at the time.

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 30 calendar days must also be approved by the Human Resources Director and 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.
  - (7) Not anticipate the actual or potential use of law enforcement powers; however, nothing precludes an employee from utilizing law enforcement powers while off duty consistent with department policy.
- 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, 2022. 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, 2022.
- B. Either party may give written notice during January 2022 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 2022.

### **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 addressed 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 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 rendered invalid, unlawful or otherwise unenforceable 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. Notwithstanding this thirty (30) day notice provision, such bargaining shall be subject to the ninety (90) day timelines and interest arbitration procedures for resolution pursuant to ORS 243.698.

#### **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, and to ensure that Community Service Officers maintain necessary firearms proficiency. 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 or Community Service Officer, 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.

#### **ARTICLE 46 - SERGEANTS CELL PHONE STIPENDS**

- A. Employees holding the rank of Sergeant are not required to use their personal cell phone devices, including iPhones, Android devices and the like, to conduct City business. Sergeants are also not required to accept the optional monthly cell phone stipend which is made available by the City pursuant to Section B, below.
- B. Sergeants who elect to use their personal cell phone device for City business will be paid a monthly stipend of eighty dollars (\$80).
- C. Receipt of the optional monthly cell phone stipend does not:
  - (1) Subject the employee's personal cell phone device to search or seizure by the City. Any search or seizure of the employee's personal cell phone will be conducted in accordance with Departmental policy and state and federal law.
  - (2) Subject the employee's personal cell phone device to search or seizure by the City for the purpose of complying with public records requests. However, employees who conduct City business on their personal cell phone should be aware that those records may be discoverable in an open public records request. The City will work with the subject employee to obtain responsive public records from the employee's personal cell phone device through non-intrusive means as possible, such as having the employee produce screen shots of text messages or call logs.
  - (3) Subject an employee to discipline beyond what is allowable under the just cause protections of the Agreement.
- D. If the City seeks to cease or modify the optional cell phone stipend, the City will provide the Association with notice and an opportunity to bargain in accordance with PECBA.

The parties set their hand this 27<sup>th</sup> day of April 2020.

Agreement ratified by the Albany Police Association on April 20, 2020.

Agreement ratified by the City of Albany on April 22, 2020.

**For the Association:**

  
\_\_\_\_\_  
*Robert Hayes, Association Representative*

  
\_\_\_\_\_  
*Justin Alexander, Association Representative*

  
\_\_\_\_\_  
*Curtis Bell, Association Representative*

  
\_\_\_\_\_  
*Michael Wood, Association Representative*

**For the City:**

  
\_\_\_\_\_  
*Peter Troedsson, City Manager*

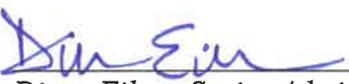
  
\_\_\_\_\_  
*Danette Jamison, Human Resources Director*

  
\_\_\_\_\_  
*Jorge Salinas, Deputy City Manager/CIO*

  
\_\_\_\_\_  
*Holly Roten, Senior Administrative Supervisor*

  
\_\_\_\_\_  
*Brad Liles, Police Captain*

  
\_\_\_\_\_  
*Steve Dorn, Police Lieutenant*

  
\_\_\_\_\_  
*Diana Eilers, Senior Administrative Supervisor*

**APPENDIX A - SALARY SCHEDULE ALBANY POLICE ASSOCIATION**

Effective July 1, 2020, through June 30, 2021  
3% Salary Adjustment

Position Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10-year Longevity Step (Step*+2%)
Police Clerk	P100 Annual	\$ 38,640.45	\$ 40,503.72	\$ 42,543.12	\$ 44,658.23	\$ 46,943.28	\$ 49,231.73	\$ 50,216.36
	Semi-Monthly	\$ 1,610.02	\$ 1,687.66	\$ 1,772.63	\$ 1,860.76	\$ 1,955.97	\$ 2,051.32	\$ 2,092.35
	Hourly	\$ 18.58	\$ 19.47	\$ 20.45	\$ 21.47	\$ 22.57	\$ 23.67	\$ 24.14
Property and Evidence Specialist Victim Assistance Specialist	P102 Annual	\$ 44,759.58	\$ 46,824.62	\$ 49,155.72	\$ 51,284.11	\$ 53,716.56	\$ 56,027.88	\$ 57,148.44
	Semi-Monthly	\$ 1,864.98	\$ 1,951.03	\$ 2,048.16	\$ 2,136.84	\$ 2,238.19	\$ 2,334.50	\$ 2,381.19
	Hourly	\$ 21.52	\$ 22.51	\$ 23.63	\$ 24.65	\$ 25.82	\$ 26.94	\$ 27.48
Police Communications Specialist	P104 Annual	\$ 48,945.60	\$ 51,334.79	\$ 53,830.58	\$ 56,453.06	\$ 59,278.56	\$ 62,170.80	\$ 63,414.22
	Semi-Monthly	\$ 2,039.40	\$ 2,138.95	\$ 2,242.94	\$ 2,352.21	\$ 2,469.94	\$ 2,590.45	\$ 2,642.26
	Hourly	\$ 23.53	\$ 24.68	\$ 25.88	\$ 27.14	\$ 28.50	\$ 29.89	\$ 30.49
Community Service Officer	P106 Annual	\$ 50,502.96	\$ 52,987.32	\$ 55,595.28	\$ 58,265.04	\$ 61,182.00	\$ 64,729.32	\$ 66,023.91
	Semi-Monthly	\$ 2,104.29	\$ 2,207.81	\$ 2,316.47	\$ 2,427.71	\$ 2,549.25	\$ 2,697.06	\$ 2,751.00
	Hourly	\$ 24.28	\$ 25.47	\$ 26.73	\$ 28.01	\$ 29.41	\$ 31.12	\$ 31.74

Crime Prevention Specialist	P108	Annual	\$ 52,023.24	\$ 54,544.68	\$ 57,289.22	\$ 60,013.05	\$ 62,660.87	\$ 66,645.12	\$ 67,978.02
		Semi-Monthly	\$ 2,167.64	\$ 2,272.70	\$ 2,387.05	\$ 2,500.54	\$ 2,610.87	\$ 2,776.88	\$ 2,832.42
		Hourly	\$ 25.01	\$ 26.22	\$ 27.54	\$ 28.85	\$ 30.12	\$ 32.04	\$ 32.68
Code Compliance Officer	P110	Annual	\$ 57,622.32	\$ 60,638.16	\$ 63,851.76	\$ 67,213.68	\$ 70,723.92	\$ 74,456.64	\$ 75,945.77
		Semi-Monthly	\$ 2,400.93	\$ 2,526.59	\$ 2,660.49	\$ 2,800.57	\$ 2,946.83	\$ 3,102.36	\$ 3,164.41
		Hourly	\$ 27.70	\$ 29.15	\$ 30.70	\$ 32.31	\$ 34.00	\$ 35.80	\$ 36.52
Crime Analyst	P112	Annual	\$ 58,561.68	\$ 61,457.32	\$ 64,523.22	\$ 67,769.88	\$ 71,136.44	\$ 74,734.43	\$ 76,229.12
		Semi-Monthly	\$ 2,440.07	\$ 2,560.72	\$ 2,688.47	\$ 2,823.75	\$ 2,964.02	\$ 3,113.93	\$ 3,176.21
		Hourly	\$ 28.15	\$ 29.55	\$ 31.02	\$ 32.58	\$ 34.20	\$ 35.93	\$ 36.65
Police Officer	P114	Annual	\$ 61,969.53	\$ 64,864.79	\$ 67,835.88	\$ 71,156.83	\$ 74,614.48	\$ 78,028.11	\$ 79,588.67
		Semi-Monthly	\$ 2,582.06	\$ 2,702.70	\$ 2,826.50	\$ 2,964.87	\$ 3,108.94	\$ 3,251.17	\$ 3,316.19
		Hourly	\$ 29.79	\$ 31.18	\$ 32.61	\$ 34.21	\$ 35.87	\$ 37.51	\$ 38.26
Police Sergeant	P116	Annual	\$ 76,324.01	\$ 80,016.90	\$ 83,906.58	\$ 87,820.24	\$ 92,100.33	\$ 96,359.43	\$ 98,286.62
		Semi-Monthly	\$ 3,180.17	\$ 3,334.04	\$ 3,496.11	\$ 3,659.18	\$ 3,837.51	\$ 4,014.98	\$ 4,095.28
		Hourly	\$ 36.69	\$ 38.47	\$ 40.34	\$ 42.22	\$ 44.28	\$ 46.32	\$ 47.25

\*Column calculated at Step 6 or based on individual step assignment plus longevity

## APPENDIX B - NON-DEPARTMENTAL AND IN-SERVICE TRAINING

Non-departmental training and in-service training, including payment for travel time and meal reimbursement will be as follows:

- **Non-departmental Training:** Training employee is authorized to attend after submitting a training request form and receiving supervisory approval. Out of town will be defined as any location outside the city limits of Albany. A Non-departmental Training TDY Worksheet must be completed by the employee and supervisor and will track hours owned or earned by the employee as a result of the training.

Drive time for out-of-town non-departmental training will be addressed through the TDY Worksheet if a department vehicle is authorized and used.

For one-day out-of-town non-departmental trainings, lunch will be reimbursable up to the established lunch per diem rate and will be taxable.

If the training is out of town and overnight, full day per diem rates will apply and will not be taxable.

Time spent in overnight travel outside of regular work hours as a passenger on an airplane, train, boat, bus or automobile will be counted as work time and addressed by schedule adjustments rather than overtime.

- **In-Service Training:** Training employee is required to attend which is normally set in the training calendar. This training includes, but is not limited to, firearms, DTs, EVOC, SWAT, DA Update, etc.

Drive time for in-service training will be compensated if a department vehicle is authorized and used. Drive time for in-service training will be compensated if the employee uses their personal vehicle and the training is twenty-five (25) miles or more from the department or the employee's home whichever is less. Mileage will be calculated using the shortest distance according to Google Maps.

Unless the employee is working their normal assigned shift during the in-service training, lunch time will not be compensable. Meal costs for in-service training time will not be reimbursable.

Employees who attend in-service training during their normal assigned shift will be required to work or take time off in vacation, holiday, personal, or comp used for any remaining work hours in excess of two (2) hours at the end of their training day. Example: A SWAT member working day shift [0700-1900 hours] who attends SWAT training from 0800-1600 must work 1600-1900 hours or take the corresponding time off. At the discretion of the on-duty supervisor, the employee can be required to work time less than two (2) hours based on operational necessity.

## **APPENDIX C – BARGAINING UNIT EXCLUSIONS**

The City and Association agree that the positions of Administrative Assistant 1, reporting to the Administrative Services Supervisor (or successor classification), and Accreditation Manager, reporting to the Chief of Police shall be excluded from the bargaining unit for the following reasons:

A. Employees in the position of Administrative Assistant I shall be excluded from the bargaining unit as confidential for the following reasons:

1. This position provides direct administrative support to the Police Chief, Captains, Administrative Services Supervisor, and other members of the Albany Police Department's management team.
2. These positions will be assisting the Administrative Services Supervisor, Police Chief and other representatives of the Police Department's management bargaining team with collective bargaining materials.
3. These positions will be responsible for handling other confidential material, including material related to tort claims workers' compensation claims, employee discipline and employee and union grievances.

B. Employees in the position of Accreditation Manager shall be excluded from the bargaining unit as supervisory and confidential for the following reasons:

1. This position includes assigning and directing work to all levels of personnel in the organization and reports to the Chief of Police regarding those assignments.
2. This position creates and updates Department policies to conform to CALEA accreditation standards and changes in state and federal laws and formulates collective bargaining strategies for negotiating those policies with the Association.
3. This position handles other confidential material, including material related to employee discipline and employee and-Association grievances.

**APPENDIX D – HRIS PAYROLL SYSTEM**

**Memorandum of Agreement**

between the  
**City of Albany**  
 and the  
**Albany Police Association**

**Updated June 20, 2019**

This Memorandum of Agreement is entered into between the City of Albany (City) and the Albany Police Association (Union), collectively the "Parties."

The City is currently in the process of implementing a new financial information system that includes Payroll and Human Resources modules (hereafter collectively referred to as "HRIS"). The implementation of the HRIS modules necessitates a change from the current monthly pay practices to a semimonthly pay practices.

Upon moving to the new semimonthly payroll cycle, an employee will receive pay on the following schedule for the January 31, 2020, paycheck and semimonthly each paycheck going forward.

<b>December 31, 2019</b>	<b>January 17, 2020</b>	<b>January 31, 2020</b>	<b>February 15, 2020</b>
Final Paycheck old system  (full month's pay for December 1 - December 31)	Timesheets due new system	1st paycheck new system  (pay for January 1 - January 15 timesheet plus any pay adjustments, including overtime, for December 16 - December 31)	2nd paycheck new system  (pay for January 16 - January 31 timesheet plus any pay adjustments, including overtime)

Due to the impact of "trueing up the timesheet" and change in payroll cycles, the Parties agree to the following adjustments to pay and accrual practices:

- A) The City will provide an optional January 15, 2020, payroll. A Union member may choose to sell back any combination of paid leave (vacation, holiday, personal leave, sick leave) accrual hours and compensatory hours up to their regularly scheduled hours in a two-week period, with the maximum accrual sellback being 88 hours.

Employees who declined the initial sell back of accrual for the original implementation in July 2019 may elect to participate in the January 15, 2020 accrual sell back by completing a sell back of accrual form and submitting to Human Resources by Friday, November 15, 2019.

The following leave accruals will apply to this one-time sellback option:

- a. Compensatory time: maximum accrual will be capped at 88 hours. Increasing the maximum accrual hours from 72 to 160 until the completion of the optional payroll on January 15, 2020, at which time the maximum accrual will be reduced back down to 72 hours as per current Article 16, G, (6) of the Collective Bargaining Agreement.
  - b. Vacation
  - c. Holiday
  - d. Personal Leave
  - e. Sick Leave
- B) The City provided a form to Union members during the 2018 fall Open Enrollment. This form allowed Union members to select the number of hours to be paid out and from which accrual bank and/or compensatory time bank to deduct hours for the original July 15, 2019, optional pay out. On November 1, 2019, a form will be provided to employees who chose to participate during the provided window periods in 2018 and 2019. This form will allow employees to make adjustments (re-allocate) what accrual banks the sell back deductions will be taken from for the January 15, 2020, (revised date) optional pay out. The form will be due in the Human Resources office no later than 5:00 p.m., November 15, 2019.
- a. Employees will be allowed to continue to roll over comp. time hours from June 30, 2019, to January 1, 2020, up to a maximum of 160 hours for this sell back. An employee's maximum in their comp. time bank will be 160 hours up until January 15, 2020, at which time their bank must be lowered to 72 hours prior to any other accrual banks being lowered.
  - b. New employees hired after July 1, 2019, may make a one-time election to receive a payout on their January 15, 2020, pay check within 10 calendar day of their date of hire.
  - c. This form will also include a declination that the Union-represented employee has been offered a January 15, 2020, (revised date) payout and the employee is choosing to decline the option. If an employee has failed to return a signed selection form, they forfeit his/her right to the one time sell back option.
- 1) If a member has elected compensatory time for any portion of their one-time payout, a reduction must first be paid out of their compensatory time accrual lowering it to no more than the 72-hour maximum. The Union member may then make a choice of which accrual to pay additional hours out of up to the combined total of their two-week regularly scheduled hours of work.
  - 2) If applicable, after a Union-represented employees compensatory time has been reduced to the 72 hour maximum, pay out for actual leave accruals will only be paid out for accruals on record as of January 1, 2020, and only from the accrual types requested on the payout form.
  - 3) If an employee requests payout for hours not accrued or no longer in their accrual bank as of January 1, 2020, the employee will only receive payment for actual hours available in the accrual bank they have requested.
- C) The Parties agree to modify Union members' monthly accrual earnings to semimonthly accrual earnings as follows. (Union members will continue to earn the equivalent monthly accruals on a semimonthly basis.)—

Article 31-

**A. Vacation/Holidays/Personal/Compensable Leave**

Months of Continuous Service	1st through 15th Accrual Rate	Equivalent Annual (Hours)	16th through end of month Accrual Rate	Equivalent Annual (Hours)	Total Annual (Hours)
1 through 48 months	3.5 hours	42	3.5 hours	42	84
49 through 96 months	5.0 hours	60	5.0 hours	60	120
97 through 168 months	5.5 hours	66	5.5 hours	66	132
169 through 228 months	6.5 hours	78	6.5 hours	78	156
229 months and over	7.5 hours	90	7.5 hours	90	180

**B. Holidays**

Months of Continuous Service	1st through 15th Accrual Rate (Hours)	16th through end of month Accrual Rate (Hours)	Monthly Total Remains the Same	Maximum Accrual Remains the Same
Eight- (8) hour work schedule	3.67	3.67	7.34	80 hours
Ten- (10) hour work schedule	4.84	4.84	9.68	80 hours
Twelve- (12) hour work schedule	5.5	5.5	11	80 hours

**C. Personal Leave**

1st Through 15th Accrual Rate (Hours)	16th through end of month Accrual Rate (Hours)	Monthly Total Remains the Same	Maximum Accrual Remains the Same
2.5 hours	2.5	5 hours	60 hours

Article 32-

**D. Sick Leave**

Employee's Scheduled Shift	1st through 15th Accrual Rate (Hours)	16th through end of month Accrual Rate (Hours)	Monthly Total Remains the Same	Maximum Remains the Same
Eight- (8) hour or Ten (10) hour	4.0	4.0	8	1,000
Twelve- (12) hour	4.25	4.25	8.5	1,000

D) The Parties also agree to modify Union members' insurance premium contribution to a semimonthly frequency. Union members will continue to pay the equivalent monthly employee premium, per

Article 19, on a semimonthly basis. (The example below is based on the July 1, 2019, insurance premium cost.)

### Police Insurance Premiums

#### Medical, Vision and Dental Premiums Effective July 1, 2019 Police

Employee Only Coverage					
Plan	Employee 1-15 Contribution	Employee 16-End of Month Contribution	Employee Monthly Contribution	City Monthly Contribution 60%	Total Monthly Premium
ParitySource Medical	\$ 17.50	\$ 17.50	\$ 35.00	\$ 21.00	\$ 56.00
MOCA Vision	\$ 0.65	\$ 0.65	\$ 1.30	\$ 0.78	\$ 2.08
MOCA Delta Dental	\$ 1.90	\$ 1.90	\$ 3.80	\$ 2.28	\$ 6.08
Wilamette Dental	\$ 1.08	\$ 1.08	\$ 2.16	\$ 1.29	\$ 3.45

Plan Choices	15th Paycheck	End of Month Paycheck	Monthly Total
Medical, Vision & Delta Dental	\$ 19.75	\$ 19.75	\$ 39.50
Medical, Vision & Wilamette Dental	\$ 20.58	\$ 20.58	\$ 41.16

Employee & Child Coverage					
Plan	Employee 1-15 Contribution	Employee 16-End of Month Contribution	Employee Monthly Contribution	City Monthly Contribution 60%	Total Monthly Premium
ParitySource Medical	\$ 30.91	\$ 30.91	\$ 61.82	\$ 37.09	\$ 98.91
MOCA Vision	\$ 3.24	\$ 3.24	\$ 6.48	\$ 3.89	\$ 10.37
MOCA Delta Dental	\$ 3.78	\$ 3.78	\$ 7.56	\$ 4.54	\$ 12.10
Wilamette Dental	\$ 1.95	\$ 1.95	\$ 3.90	\$ 2.34	\$ 6.24

Plan Choices	15th Paycheck	End of Month Paycheck	Monthly Total
Medical, Vision & Delta Dental	\$ 35.43	\$ 35.43	\$ 70.86
Medical, Vision & Wilamette Dental	\$ 34.06	\$ 34.06	\$ 68.12

Employee & Spouse Coverage					
Plan	Employee 1-15 Contribution	Employee 16-End of Month Contribution	Employee Monthly Contribution	City Monthly Contribution 60%	Total Monthly Premium
ParitySource Medical	\$ 47.70	\$ 47.70	\$ 95.40	\$ 57.24	\$ 152.64
MOCA Vision	\$ 8.74	\$ 8.74	\$ 17.48	\$ 10.49	\$ 27.97
MOCA Delta Dental	\$ 2.79	\$ 2.79	\$ 5.58	\$ 3.35	\$ 8.93
Wilamette Dental	\$ 2.33	\$ 2.33	\$ 4.66	\$ 2.79	\$ 7.45

Plan Choices	15th Paycheck	End of Month Paycheck	Monthly Total
Medical, Vision & Delta Dental	\$ 41.65	\$ 41.65	\$ 83.30
Medical, Vision & Wilamette Dental	\$ 41.19	\$ 41.19	\$ 82.38

Employee & Family Coverage**					
Plan	Employee 1-15 Contribution	Employee 16-End of Month Contribution	Employee Monthly Contribution	City Monthly Contribution 60%	Total Monthly Premium
ParitySource Medical	\$ 50.75	\$ 50.75	\$ 101.50	\$ 60.90	\$ 162.40
MOCA Vision	\$ 1.74	\$ 1.74	\$ 3.48	\$ 2.09	\$ 5.57
MOCA Delta Dental	\$ 2.51	\$ 2.51	\$ 5.02	\$ 3.01	\$ 8.03
Wilamette Dental	\$ 2.51	\$ 2.51	\$ 5.02	\$ 3.01	\$ 8.03

Plan Choices	15th Paycheck	End of Month Paycheck	Monthly Total
Medical, Vision & Delta Dental	\$ 55.00	\$ 55.00	\$ 110.00
Medical, Vision & Wilamette Dental	\$ 53.80	\$ 53.80	\$ 107.60

\*City pays approximately 60% of insurance premiums for full time AFA employees and their dependents and employees pay 5% premium contribution.

\*\*The employee portion of the premium on Employee & Family coverage for MOCA Delta Dental and Wilamette Dental has been adjusted to keep the maximum monthly charge to the employee at \$110.00 monthly per Article 19 of the CBA.

- F) Effective July 1, 2019, the Parties agree to discontinue the practice of rounding base salaries to the nearest dollar amount for current and future Police Union salary schedules and all benefit and certification calculations based off of the salary schedule (i.e., certification pays, special team pay, field trainer pay, etc.). Instead, all rounding will be to the nearest penny in the Payroll/HRIS system. The revised salary schedule is attached as Exhibit A.

Upon the date of the last signature below, this MOA will become the status quo for the Parties and continue in effect until the Parties mutually agree otherwise.

For any other modifications to pay practices by virtue of the City's move to HRIS, the City will provide written notice to the Union under ORS 243.698. Upon receipt of any bargaining demand from the Union, the Parties will comply with the PECBA midterm bargaining obligations.

For City of Albany:



Danette Jamison, Human Resources Director

For Albany Police Association:



Robert Hayes, President

Dated: 6/20/19

Dated: 6/20/19