

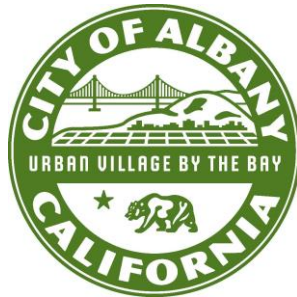
Memorandum of Understanding

Between

City of Albany

and

Albany Peace Officers' Association



November 1, 2019 – October 31, 2024

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City of Albany and Albany Peace Officers' Association
2019-2024

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

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

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

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

Section 1. Recognition

1.1 Association Recognition

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

Captain	Police Officer Clerk
Lieutenant	Police Communications Clerk
Sergeant	Police Services Technician I/II
Police Officer	

1.2 City Recognition

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

Section 2. Association Security

2.1 Dues Deductions

Employees covered by this Memorandum of Understanding shall have the opportunity to voluntarily execute an authorization for payroll deduction of Association dues and continue said authorization in effect during the period of employment, provided, however, that such employee may withdraw said authorization.

Dues deductions for the Association shall be for a specific amount and shall be made only upon the voluntary written authorization of the employee. The City will provide the deduction authorization forms during the new hire orientation and will forward the original to the Association, who will be the official custodian of record. The City will keep a copy of the deduction authorization form in the employee's personnel file.

The City will direct any future employee requests to cancel or change status regarding such deductions to the Association and shall rely on information provided by the Association regarding whether an authorization/change in deduction(s) has been properly requested by the employee.

The Association will indemnify and hold the City harmless for any and all claims, demands, suits, or other actions arising from the modified maintenance of membership and the modified agency shop provisions herein, or from complying with any demands for termination hereunder.

2.2 New Employee Orientation

The City will continue to provide the Association with the opportunity to participate in the new employee orientation and will continue to provide the Association with employee information upon request. The parties agree that this complies with the Association's rights under state law (e.g., AB 119).

Section 3. Probationary Period

3.1 Probationary Period Nature, Purpose and Duration

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

The Police Chief may dismiss from employment a probationary employee at any time during the probationary period without right of appeal.

The probationary period for new hired non-sworn or sworn employees with no previous sworn law enforcement experience shall begin on the date of employment and shall continue for a period of eighteen (18) months. The probationary period for new hires with previous law enforcement experience and who possess a valid P.O.S.T Basic Certificate shall begin on the date of employment and shall continue for a period of twelve (12) months.

The Police Chief may extend the probationary period by up to one hundred twenty (120) days. The extension of the employee's probationary period is at the discretion of the Police Chief and is not subject to the grievance procedure.

3.2 Promotional Probation

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

The probationary period for any employee who is promoted to a new job classification shall be a period of eighteen (18) months from the date of promotion. The Police Chief may extend the promotional probationary period by up to ninety (90) days. The extension of the employee's promotional probationary period is at the discretion of the Police Chief and is not subject to the grievance procedure.

Section 4. Disciplinary Action

Sworn and Non-Sworn Employees

The Police Chief is vested with the power to discipline sworn and non-sworn employees in accordance with Department regulations and State law (Sec. 3300 GC, et seq.). Such employees will be notified in writing of such disciplinary action and will have the right of appeal. Sworn employees who are discharged as a result of a disciplinary action may appeal such action through the Grievance Procedure contained in Section 15 herein. The grievance must contain the information required by the provisions of Section 15(2), and the grievance shall be processed beginning at Step 3. Disciplinary actions other than discharge are subject to appeal only through the Grievance Procedure.

The term "disciplinary action" shall include the following actions: 1) Written reprimand, 2) Suspension, 3) Demotion (except when employee is rejected during a promotional probationary period), 4) Reduction in Pay, 5) Termination.

If any part of this section should conflict with the California Public Safety Officers Procedural Bill of Rights Act (POBRA), the provisions of the POBRA shall prevail.

Section 5. Salaries

5.1 Salary Ranges

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

Effective the first full pay period following November 1, 2019, all classifications in the bargaining unit shall have their salaries increased by three percent (3%).

Effective the first full pay period following November 1, 2020, all classifications in the bargaining unit shall have their salaries increased by three percent (3%).

Effective the first full pay period following November 1, 2021, all classifications in the bargaining unit shall have their salaries increased by three percent (3%).

Effective the first full pay period following November 1, 2022, all classifications in the bargaining unit shall have their salaries increased by three percent (3%).

Effective the first full pay period following November 1, 2023, all classifications in the bargaining unit shall have their salaries increased by three percent (3%).

5.2 Salary Plan

Positions within the Albany Police Department have been placed on a step system, providing the merit increases after varying periods of service. Typically, the first step is the salary level at which entrance into the classification of work begins and the level at which it carries through the first year. Most positions are provided then with Step 2 through Step 7 to cover annual intervals in added expertise within the Department.

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

5.3 Longevity Pay

Sworn Members

- a. The City shall compensate bargaining unit members who have at least twenty (20) years of police service, as defined in California Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003), as follows:

Years of Service	Amount
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

- b. Effective the first full pay period following November 1, 2020

The City shall compensate bargaining unit members who have at least fifteen (15) years of police service, as defined in California Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003), as follows:

Years of Service	Amount
Completion of fifteen (15) years	5% of base pay
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

- c. Effective the first full pay period following November 1, 2021

The City shall compensate bargaining unit members who have at least ten (10) years of police service, as defined in California Penal Code sections 830.1 and 830.2(a) (as the sections existed on July 1, 2003), as follows:

Years of Service	Amount
Completion of ten (10) years	2.5% of base pay
Completion of fifteen (15) years	5% of base pay
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

Non-Sworn Members

- a. The City shall compensate bargaining unit members who have at least twenty (20) years of service with the City of Albany, as follows:

Years of Service	Amount
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

- b. Effective the first full pay period following November 1, 2020

The City shall compensate bargaining unit members who have at least fifteen (15) years of service with the City of Albany as follows:

Years of Service	Amount
Completion of fifteen (15) years	5.0% of base pay
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

- c. Effective the first full pay period following November 1, 2021

The City shall compensate bargaining unit members who have at least ten (10) years of service with the City of Albany as follows:

Years of Service	Amount
Completion of ten (10) years	2.5% of base pay
Completion of fifteen (15) years	5.0% of base pay
Completion of twenty (20) years	7.5% of base pay
Completion of twenty-four (24) years	10% of base pay

The amounts listed above are not cumulative

5.4 Pay Definitions

Base Pay: Base hourly rate plus longevity pay.

Incentive Pay: Any additional pay (except longevity pay) that is defined in this MOU as being added to the base pay rate.

Regular Straight-Time Pay Rate: Base pay plus any incentive or differential pay.

Overtime Pay Rate: One and one-half times the regular straight-time pay rate.

5.5 Salary Payment

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

5.6 Compensation for Acting Sergeant

On any shift in which there is no Sergeant assigned to street duty, the Police Chief may designate a Police Officer to serve as Acting Sergeant. If such is the case, the Police Officer will receive an additional 5.0% of the employee's base pay for the time served as Acting Sergeant.

In compliance with the California Public Employees' Retirement System (CalPERS) regulations and definition of Special Compensation (2 CCR §571), the monetary value of Acting Pay shall be reported to CalPERS as Special Compensation. The parties agree that acting pay, referred to as "Temporary Upgrade Pay" by CalPERS, is described in Title 2 CCR, Section 571(a)(3) as a "Premium Pay" – a type of reportable Special Compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable as Special Compensation. "New Members" as defined by PEPR, are ineligible to have the value of Acting Pay reported to CalPERS.

5.7 Detective, Detective Sergeant and Administrative Sergeant

Police Officers and Sergeants assigned to the positions of Detective, Detective Sergeant and Administrative Sergeant shall receive an additional 4.0% of the employee's base pay.

5.8 Field Training Officer and Communications Training Officer

Employees who have been trained and certified by P.O.S.T. to act as Field Training Officers will receive an additional 5.0% of the employee's base pay for each hour the employee performs Field Training Officer duties. Employees who have been trained to act as Training Officers for Police Communications Clerks will receive an additional 5.0% of the employee's base pay for each hour the employee performs as a Communications Training Officer. Such additional 5.0% pay will not be considered in payment for sick leave, vacation or holiday time. Normal tax deductions, as well as PERS contributions, will be applicable. Appointment as a Field Training Officer or Communications Training Officer will be at the sole discretion of the Police Chief.

5.9 Shift Differential

All bargaining unit members that work a shift wherein the majority of the hours worked fall between 1800 and 0600 hours the following day shall receive an increase to base pay

of three percent (3%) (increasing to five percent (5%) effective the first full pay period following November 1, 2019) for all hours worked on that shift.

For purposes of clarification, “majority” shall mean 50% or more of a shift. Only hours worked shall qualify for shift differential. A shift is only broken up by regular breaks (including lunch) that last an hour or less.

5.10 Tactical Response Team (TRT)

Employees who have successfully completed a P.O.S.T. certified Basic SWAT school or equivalent course approved by the Chief of Police and occupy a position on the Tactical Response Team (TRT) will receive an additional \$100.00 per month compensation. Appointment as a member of the TRT will be at the sole discretion of the Police Chief.

5.11 Bilingual Pay

Upon the recommendation of the Police Chief or his/her designee and the approval of the Human Resources Director, a person occupying a position designated by the City Council or City Manager as requiring fluency in a language other than English, effective upon adoption of this Memorandum of Understanding, shall receive an additional 2.0% of base salary. Said differential shall be prorated for employees who are in an unpaid leave of absence status for a portion of any given pay period.

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

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

5.12 Salary on Promotion

An employee who is appointed to a position in a classification allocated to a salary range for which the top step is higher than the top step of the classification which the employee formerly occupied, shall receive the nearest step within the new salary range which shall not be less than 5.0% more than his/her former step. Provided, however, that in no case shall the increased salary be more than the top step in the new range. Increases shall be made effective on the effective date of the promotion, and for the purposes to further annual increases within the salary range the employee anniversary date shall be changed to the effective date of the promotion.

5.13 Re-Opener

In the event that the City of Albany receives revenues from a Public Safety Bond specifically for Police Services during the term of this Memorandum of Understanding, the City of Albany and the Albany Peace Officers’ Association will re-open Section 5.1, Salary Ranges, and Section 13.7, Pensions, of this Memorandum of Understanding for the purpose of meeting and conferring about the amount of salary range increase, if any, and the effective date of any such salary range increase. The City and the APOA recognize that actions by either the federal or state governments may negatively impact the City’s budget during the term of this Memorandum of Understanding and thereby limit the resources available to the City at the time of any such re-opener.

Section 6. Hours of Work

6.1 Normal Workweek and Workday

The normal workweek for employees occupying full-time positions shall consist of 40 to be worked within a 7-day period. The normal workday may consist of either 8 hours per shift worked over 5 days, or 10 hours per shift worked over 4 days or a 3/12 work schedule as referenced in the Side Letter of Agreement for 3/12 Work Schedule. The normal workday shall include on-duty time for lunch when the operational needs of the department permit such a duty break. The Police Chief will have the responsibility for scheduling employees of the Police Department consistent with the foregoing.

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

6.2 Overtime

When an employee has worked in excess of the normal shift as specified in Section 6.1 with authorization of the Police Chief or his/her designee, said employee may elect to be compensated either time off equivalent to 1½ times the overtime hours worked or cash compensation at the rate of 1½ times the regular straight-time hourly rate for all such overtime performed by said employee for the City.

6.3 Effect of Absence

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

6.4 Minimum Reportable Periods

Minimum reportable periods of overtime will be ½ hour, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period will be 2 hours. There shall be a minimum reportable period of 4 hours when an employee is subpoenaed and appears in court or any other venue to give testimony while off duty about events arising out of his/her employment provided the time does not overlap his/her regular duty. When an employee receives a subpoena or order to participate in "telephone" testimony, such as a Department of Motor Vehicles Hearing, and the employee is off duty, the minimum reportable period shall be 2 hours. When an employee is placed "on-call" for a court appearance by either the District Attorney's Office or the Police Department, the minimum reportable period shall be 2 hours for each day in "on-call" status.

6.5 Compensatory Time Off

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

for pay, except when the employee leaves City service or in accordance with Section 6.5(5).

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

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

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

(3) Employees covered by this Memorandum of Understanding shall be allowed to accumulate 120 hours of compensatory time which is accrued at the rate of time and one-half for overtime and straight time for holidays.

(4) Compensatory time shall not be transferable among or between employees with the following exception. Each year each employee may contribute up to 3 hours of earned compensatory time converted to equivalent hourly pay to a time bank for use by a designated employee for purposes of attending training or conferences which support Association business objectives. Use of such compensatory time by the designated employee will be withdrawn based on his/her hourly rate of pay and is subject to the same conditions as for individual employee use of compensatory time.

(5) There shall be no carryover of CTO, and all CTO balances will be automatically cashed out in the last paycheck of December each year.

Section 7. Holidays

In lieu of having time off for holidays, employees covered by this Memorandum of Understanding shall be entitled to additional compensation equivalent to one (1) regular day of pay in observance of the following holidays:

- | | |
|--|-----------------------------------|
| 1. January 1 | New Year's Day |
| 2. the 3 rd Monday in January | Martin Luther King Jr.'s Birthday |
| 3. the 2 nd Monday in February | Lincoln's Birthday |
| 4. the 3 rd Monday in February | President's Day |
| 5. the last Monday in May | Memorial Day |
| 6. July 4 | Independence Day |
| 7. the 1 st Monday in September | Labor Day |
| 8. September 9 | Admission's Day |
| 9. the 2 nd Monday in October | Columbus Day |
| 10. November 11 | Veteran's Day |
| 11. Thanksgiving Day | Thanksgiving Day |
| 12. the day following Thanksgiving Day | Day after Thanksgiving |
| 13. and December 25. | Christmas Day |

As herein used, one (1) regular day of pay will consist of compensation at the straight-time hourly rate of pay multiplied by ten (10) hours for each such holiday. Employees will receive five (5) hours of holiday pay each pay period (13 holidays X 10 hours = 130 hours per year. 130 hours per year / 26 pay periods = 5 hours per pay period). Employees may elect to have five (5) hours of compensatory time off each pay period, in lieu of payment as noted above.

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

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

Section 8. Sick Leave

8.1 Sick Leave Accrual, Accumulation and Usage

Permanent and probationary full-time employees will be entitled to a leave of absence for sickness, accident or childbirth with full pay to the extent of eight (8) hours for each calendar month employment with the City. There shall be no maximum accrual limit on sick leave.

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

When sick leave usage extends to four (4) working days or is immediately preceding or following a person's weekend or vacation/planned time off, the employee shall be required to contact their division commander. The employee shall ensure the on-duty supervisor is also notified of their absence. Employees may be asked to provide the Police Chief with written satisfactory medical evidence (i.e., work status note from a physician) that the leave was necessary.

When the Police Chief deems it necessary, the Police Chief or his/her designee has the right to investigate and determine the extent of the illness of any employee claiming benefits under this Section.

In computing sick leave, no sick leave shall be earned if the leaves of absence without pay or disciplinary action exceed ten (10) working days.

8.2 Family Illness Leave

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

8.3 Pay for Unused Sick Leave upon Retirement

Upon retirement from regular City service, an employee will be entitled to be paid for ¼ of the accumulated sick leave up to a maximum of three-hundred seventy (370) hours at his/her regular straight-time salary on said retirement date.

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

Section 9. Vacations

9.1 Vacation Amounts

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

(1) Vacation Accrual for Employees Hired Prior to April 15, 2013

<u>Years of Service</u>	<u>Working Days Vacation</u>
1 st	Accrue 4.01 hours per pay period. No vacation entitlement.
2 nd through 4 th	Accrue 4.01 hours per pay period.
5 th through 9 th	Accrue 5.54 hours per pay period.
10 th through 14 th	Accrue 6.15 hours per pay period.
15 th through 19 th	Accrue 6.77 hours per pay period.
20 th and Thereafter	Accrue 7.38 hours per pay period.

(2) Vacation Accrual for Employees Hired On or After April 15, 2013

<u>Years of Service</u>	<u>Working Days Vacation</u>
1 st	Accrue 3.38 hours per pay period. No vacation entitlement.
2 nd through 4 th	Accrue 3.38 hours per pay period.
5 th through 9 th	Accrue 4.92 hours per pay period.
10 th through 14 th	Accrue 5.54 hours per pay period.
15 th through 19 th	Accrue 6.15 hours per pay period.
20 th and Thereafter	Accrue 6.77 hours per pay period.

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

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

9.2 Miscellaneous Requirements

(1) The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

(2) Employees may change vacation leave to sick leave, with approval of the Police Chief, in the event an employee on vacation becomes ill to the point that the Police Chief is convinced the employee would not normally be capable of performing his/her duties were he/she at work.

(3) Where the total vacation accrual ends with a fraction of a working day, the vacation amount will be rounded to the nearest $\frac{1}{2}$ hour.

(4) In computing vacation leave, no vacation shall be earned during leaves of absence without pay or during disciplinary action.

(5) If an employee is unable to take his/her scheduled annual vacation because of circumstances within the department or for personal reasons, such annual vacation may be allowed at a later date when convenient to the department. This will allow the consideration by the City of a request from an employee to carry over vacation solely for the convenience of the employee to facilitate a longer vacation period in a subsequent year, providing the Police Chief agrees that such carry-over can be accommodated within the department without adversely affecting the department's capability of carrying on its functions, and the City Manager approves such request for vacation carry-over.

The maximum allowable vacation accrual will be 300 hours as of December 31st of each year. Employees may accrue more than 300 hours during the calendar year provided that the employee's accrual is not more than 300 hours by December 31st of each year. Should an employee have an accrual in excess of 300 hours on any December 31st, such employee will not accrue any further vacation until his/her accrual is at 300 hours.

By November 1st of each year, an employee nearing or over 300 accrued hours may request accrual beyond 300 hours effective December 31st if he/she feels his/her timely requests for vacation have been repeatedly and unreasonably denied. Each case will be considered individually and the Police Chief, with approval of the City Manager, may authorize accrual beyond 300 hours in such cases where it is determined that the employee has made a good faith effort to take vacation but was unable to do so because of the department's vacation policy.

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

9.3 Vacation Sell Back

An employee who on November 1st, of any year, has taken at least 96 hours of vacation during the last 12 months may sell back up to 36 hours of vacation accumulation as long as the employee will have a vacation balance of at least 40 hours.

9.4 Vacation Amounts

If the City agrees to increase the vacation accruals for the bargaining unit represented by SEIU Local 1021 or Albany Municipal Services Joint Powers Authority, the City will provide the same increase to the vacation accrual schedule for employees hired into the bargaining unit, represented by the APOA, on or after April 15, 2013.

Section 10. Paid Leaves

10.1 Disability Leave

Non-sworn employees shall be eligible to receive Disability Leave not to exceed 1 year in duration, at 75% of gross salary, subject to the following terms and conditions:

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

(2) Any compensation insurance payment received by such an employee during the period of any sick leave, or during injury compensation leave pursuant to this subsection, will be paid over to the City immediately upon receipt by such employee. The foregoing does not apply to privately obtained insurance to which the City does not contribute.

(3) The period of disability leave of 1 year as provided in this subsection is defined to mean 1 calendar year and does not mean 1 year computed by totaling the number of working days.

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

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

(6) The City has the right to have any employee claiming the benefits of this subsection examined by a mutually acceptable, licensed, practicing physician in the State

of California, for the purpose of ascertaining such employee's inability to perform his/her duties. In the event that such mutually agreed upon physician certifies that such employee is capable of performing his/her duties, such certification will be conclusive and disability leave under the provisions of this subsection will cease as of the date that such employee is deemed to have been capable of carrying out his/her regularly assigned duties.

10.2 Bereavement Leave

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

10.3 Military Leave

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

10.4 Jury Duty Leave/Responding to a Subpoena

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

Section 11. Catastrophic Leave Program

Permanent employees represented by the Association may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance, if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition, considered to be terminal, a major physical impairment, or disability.

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the City Manager or designee.
- The recipient employee is not eligible so long as he/she has paid leaves available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above.
- A recipient employee is eligible to receive a maximum of 240 hours of donated time per incident. Requests for exceptions to this limit may be submitted to the City Manager or designee whose decision shall be final and not subject to the grievance procedure.

- Donations shall be made in whole hour increments, and are irrevocable. The donor employee may donate any amount of vacation; the City recommends the donor employee retains at least 48 hours of vacation. Compensatory time off may be donated in whole hour increments without limit. Sick leave and other leaves not specifically authorized above may not be donated. Donations may be made only from individuals whose positions are represented by the Association.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.
- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- The determination of an employee's eligibility for Catastrophic Sick Leave donations shall be at the City Manager's or designee's sole discretion with concurrence by the Police Chief, and shall be final and not subject to the grievance procedure.

Section 12. Clothing & Safety Equipment Allowance

12.1 Uniform Allowance

All employees covered by this Memorandum of Understanding will receive an annual uniform allowance. The annual uniform allowance will be one thousand two hundred dollars (\$1,200.00) and is payable in equal installments over twenty-six (26) pay periods each year.

12.2 Uniform Allowance (New Hire)

The City shall provide to newly hired sworn employees the following uniform components:

- 2 class B pants
- 2 class B shirts
- 1 class C pant
- 1 class C shirt
- 1 utility jacket
- 1 belt

The City shall provide to newly hired non-sworn employees the following uniform components:

- 2 utility pants
- 2 polos
- 1 sweater

12.3 Safety Equipment Allowance for Employees Hired before June 1, 2005

In consideration of safety equipment needs for sworn employees, for safety equipment consisting of handgun, handcuffs, leather goods, baton, raingear, helmet, safety shoes, flashlight (including batteries and bulbs), and accessories, the City will provide a safety equipment allowance. For employees hired before June 1, 2005 the City will pay up to \$350.00 per year for receipted repairs or replacement of such safety equipment. Funds not utilized in a particular year may be carried forward to a subsequent annual period. The maximum account per eligible employee shall be \$850.00.

12.4 Safety Equipment Allowance for Employees Hired after June 1, 2005

In consideration of safety equipment needs for sworn employees the City will provide the following safety equipment to the newly hired sworn employee: a handgun, handcuffs, leather goods, baton, rain gear, helmet, safety shoes, flashlight (including batteries and bulbs), and accessories. Upon separation from the City, the employee will return the City issued safety equipment to the City in acceptable condition.

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

The employee will be responsible for maintaining all equipment in a safety and operable condition and to ensure its capability to meet departmental requirements.

For employees hired after June 1, 2005 the City will pay up to \$200.00 per year for receipted repairs or replacement of such safety equipment. Funds not utilized in a particular year may be carried forward to a subsequent annual period.

12.5 Bulletproof Vests

The City will provide to the APOA membership a prepayment option for purchasing bulletproof vests. The maximum amount available to Sworn employees under this program is \$1,000.00. Those employees who wish to use the prepayment option must use department-approved vendors.

Section 13. Insurance and Pension

13.1 PEMHCA (CalPERS Medical)

Regular employees covered by this MOU shall have the option of becoming members of the Public Employees Medical and Hospital Care Act (“PEMHCA”) insurance program. The City’s monthly contribution to provide health insurance benefits for the individual employee and the employee’s eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution (MEC) established by the PEMHCA.

All employees who have retired with the City may participate in the PEMHCA Health Plan at their own expense. The City shall contribute the current amount required by CalPERS per month on behalf of each eligible retired employee.

13.2 Flexible Benefits Plan

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

Employee Only	Kaiser Region 1 single rate less the PEMHCA-required MEC
Employee plus one	Kaiser Region 1 two party rate less the PEMHCA-required MEC
Employee plus two or more	Kaiser Region 1 family rate less the PEMHCA -required MEC

The City's monthly flexible benefits plan shall be pro-rated for permanent, part-time employees. An employee may use any and all such funds toward the cost of employer provided PEMHCA health insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

[Note: the term "Region 1" is intended to reference the applicable premium rates of the region the City of Albany is classified as being part of, as determined by CalPERS.]

13.3 Alternate Benefit

An employee eligible for PEMHCA who opts to waive participation because the employee has health plan coverage as a result of being an eligible dependent can waive his/her participation in the City's medical plan and elect the City's alternate benefit. To participate in this program, the employee shall sign a waiver, provided by the City, of health plan coverage and shall provide proof of health plan coverage for him/herself which shall be confirmed annually before January 1 of each year. Proof of other coverage must show that the employee and all individuals in the employee's expected tax return have (or will have) minimum essential coverage.

Employees who elect the "alternate benefit" shall receive "elective paid leave" as follows:

- Each month, the employee will be credited with the number of hours of elective paid leave equivalent to the single rate for the Kaiser Region 1 PEMHCA plan rounded to the nearest dollar;
 - For example: If the Kaiser Region 1 PEMHCA single party rate is \$750 and the employee's hourly rate is \$25/hour, the employee will be credited with 30 hours per month of elective paid leave.
- Elective paid leave may be used as normal discretionary leave – however, all other discretionary leave (i.e., vacation and compensatory time off) must be used first;

- All accrued but unused elective paid leave will be paid out in the calendar year in which it is earned
 - Each quarter, the City will cash out all accrued but unused elective paid leave at the rate at which it was earned (in the example above, payout would be at \$25/hour), as follows:
 - January, February, and March leave balances will be cashed out the last pay day in March.
 - April, May, and June leave balances will be cashed out the last pay day in June.
 - July, August, and September leave balances will be cashed out the last pay day in September.
- Any accrued but unused elective paid leave remaining at the end of the calendar year will be paid out at the rate it was earned in the last pay period of the calendar year.

13.4 Dental Insurance

(1) The City shall contribute one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents. Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rated dental benefits based on scheduled work hours and the remaining dental premium shall be deducted from the employee's second payroll check for the following month's coverage. Dental coverage includes the following summary of benefits, as listed in the evidence of coverage booklet: one hundred percent diagnostic and preventative services, ninety percent basic services, and ninety percent other major services and prosthodontics for in-network services. The calendar year maximum is one thousand five hundred dollars (\$1,500) per enrollee per calendar year. Maximum orthodontia coverage is one thousand five hundred dollars per enrollee per lifetime.

(2) The City will contribute up to ten thousand dollars (\$10,000) for each fiscal year into a fund to provide reimbursement for employees' receipted costs for orthodontia expenses over the dental payment limit of one thousand five hundred dollars (\$1,500). Eligible employees can be reimbursed up to one thousand dollars (\$1,000) per individual per lifetime, for orthodontia upon proof of expense and limit reached on primary and secondary insurance. Reimbursement will be at the same percentage rate as the dental coverage (currently 60%). The orthodontia reserve account will be on a first come first serve basis. If funds are unavailable in one fiscal year, expenses may be submitted in the next fiscal year.

13.5 Life Insurance

Employees working and/or scheduled to work a minimum of one thousand hours per fiscal year will be insured under a group policy paid by the City in the amount of fifty-thousand dollars (\$50,000) life insurance, and fifty thousand dollars (\$50,000) accidental death and dismemberment insurance. Coverage will cease at the termination of

employment, with the employee having the right to convert to an individual insurance policy without taking a medical examination, and without any evidence of insurability. Employees may purchase additional life insurance in accordance with the insurance plan's rules.

13.6 Workers' Compensation

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

13.7 Pension for CalPERS Classic Sworn Employees

Sworn employees who meet the who meet the California Public Employees Retirement System definition of a "classic member" shall participate in the Public Employees Retirement System (CalPERS), 3% @ 55 formula for local safety police members. The City agrees to provide the following CalPERS pension benefits to Classic members (summary list):

1. CalPERS 3% @ 55 benefit formula
2. Single Highest Year Final Compensation Period (GC §20042)
3. Sick Leave Conversion (GC §20965)
4. Employees shall pay 13% of the City's share of CalPERS costs (GC §20516).
5. The City shall pay the entire 9% member contribution. The City shall report to CalPERS the Employer Paid Member Contribution (EPMC) as special compensation (GC §20636).

If the City's share of CalPERS rates for sworn Classic Members ever falls below the amount currently being paid by the employees per this section, the amount paid by employees shall be reduced to match the current City CalPERS rate. If the City share of CalPERS rates rises again, the employees shall pay the increase back up to the maximum levels listed in this section.

13.8 Pension for CalPERS PEPRA New Sworn Employees

Sworn employees hired on or after January 1, 2013 and who meet the California Public Employees Retirement System definition of a "PEPRA new member" shall participate in the 2.7% @ 57 formula for local PEPRA safety police members. The City agrees to provide the following CalPERS pension benefits to PEPRA new members (summary list):

1. CalPERS 2.7% @ 57 benefit formula
2. 3-Year Average Final Compensation Period
3. Employees shall pay 50.0% of the normal cost, as determined by CalPERS

13.9 Pension for CalPERS Classic First Level Miscellaneous APOA Employees

Non-Sworn employees hired before November 28, 2011 shall participate in the Public Employees Retirement System (CalPERS), 2.5% @ 55 formula for local miscellaneous APOA members. The City agrees to provide the following CalPERS pension benefits to Classic First Level members (summary list):

1. CalPERS 2.5% @ 55 benefit formula
2. 3-Year Average Final Compensation Period
3. Sick Leave Conversion
4. Employees shall pay the entire member contribution (currently 8%).
5. Employees shall pay a total of 4% of the City's share of CalPERS costs (GC §20516).
6. Social Security Coordination

13.10 Pension for CalPERS Classic Second Level Miscellaneous APOA Employees

Non-Sworn employees hired after November 28, 2011, who meet the California Public Employees Retirement System definition of a "classic member", shall participate in the California Public Employees Retirement System (CalPERS), 2% @ 60 formula for local miscellaneous APOA members. The City agrees to provide the following CalPERS pension benefits to Classic Second Level members (summary list):

1. CalPERS 2% @ 60 benefit formula
2. 3-Year Average Final Compensation Period
3. Sick Leave Conversion
4. Employees shall pay the entire member contribution (currently 7%).
5. Employees shall pay a total of 4% of the City's share of CalPERS costs (GC §20516)
6. Social Security Coordination

13.11 Pension for CalPERS PEPRA New Miscellaneous APOA Employees

Non-Sworn employees hired on or after January 1, 2013 and who meet the California Public Employees Retirement System (CalPERS) definition of a "PEPRA new member" shall participate in the 2% @ 62 formula for local PEPRA miscellaneous members. The City agrees to provide the following CalPERS pension benefits to PEPRA new members (summary list):

1. CalPERS 2% @ 62 benefit formula
2. 3-Year Average Final Compensation Period
3. Employees shall pay 50.0% of the normal cost, as determined by CalPERS
4. Social Security Coordination

13.12 Long Term Disability

The City provides a long-term disability plan for permanent non-sworn employees represented by this Association in the same fashion and to the same extent as the long term disability insurance plan which the City provides employees represented under the Memorandum of Understanding with Service Employees International Union, Local 1021; any reduction in benefits will be subject to meet and confer.

13.13 Social Security

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

13.14 Changes in Federal or State Laws

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

13.15 1959 Survivor Benefits

The City has implemented for police safety employees the Fourth Level of 1959 Survivor Benefits as defined in PERS Section 21574. Each police safety employee shall contribute \$0.93 per pay period as required by PERS regulations.

13.17 Retirement Health Savings (RHS) Plan/Retiree Medical

Effective the first pay full pay period following ratification of the MOU, employees shall contribute to their RHS accounts as follows:

Years of Service with Albany	Employee contribution per pay period
Beginning of 5 th year – completion of 9 th year of service	\$25.00
Beginning of 10 th year – completion of 19 th year of service	\$50.00
Beginning of 20 th year of service – completion of 24 th year of service	\$75.00
Beginning of 25 th year of service +	\$100.00

The increase to an employee's pay period contribution shall be effective upon the first full pay period following the completion of a service requirement. For example:

An employee is hired on 7/1/2019. Future contributions to the employee's RHS are as follows:

- Effective the first full pay period following 7/1/2023: \$25.00/pay period
- Effective the first full pay period following 7/1/2028: \$50.00/pay period
- Effective the first full pay period following 7/1/2033: \$75.00/pay period
- Effective the first full pay period following 7/1/2043: \$100.00/pay period

All employees who have retired with the City and who meet eligibility requirements as defined by the Public Employees' Medical and Hospital Care Act (PEMHCA) may participate in the PEMHCA Health Plan at their own expense. The City shall contribute the required Minimum Employer Contribution (MEC) as set by PEMHCA per month on behalf of each eligible retired employee.

13.18 Medical Benefits for a “Line of Duty Death”

The City shall reimburse the actual cost of medical benefits, up to the CalPERS Kaiser Bay Area family maximum, for the spouse and any eligible dependents of any bargaining unit member who dies “in the line of duty”. For purposes of this benefit, “line of duty death” is limited to the death of a member directly attributed to a single (non-cumulative) event occurring during the course and scope of employment. The City’s reimbursement shall continue for up to 5 years. The City’s reimbursement will terminate if during that period the spouse remarries or reaches age 65. The City’s reimbursement for eligible dependents will terminate when a dependent reaches age 26.

Section 14. Reduction in Force and Reemployment

14.1 Layoff Procedure

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

14.2 Notice of Layoff

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

14.3 Callback

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

The City will notify a laid-off employee, as well as the Association, of callback after layoff by certified mail to the employee’s last address of record. It is the responsibility of a laid off employee to keep the City informed as to current address and telephone number. The employee has 10 working days after receipt of notice in which to notify the City in writing of his/her acceptance or rejection of the City’s offer. In the event the offer is made for a lesser position, and the employee rejects the offer, the employee will remain

in his/her position on the callback list. If the offer is made for the same position at the same or higher salary and the employee rejects the offer, the employee will be dropped from the callback list. If no response is received from the laid-off employee within 10 working days from the date of receipt of notice or attempt to deliver, the City will contact the next employee, if any, on the list. Acceptance of a lesser position will not result in removal from the callback list, and the provisions of this paragraph will still apply.

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

Section 15. Grievance Procedure

15.1 Definition

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

15.2 Procedure

A grievance shall be processed in the following manner:

Step 1.

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

Step 2.

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

1. Name of Grievant(s)
2. Class Title(s)
3. Department
4. Mailing Address(s)
5. A clear statement of the nature of the grievance (citing applicable sections of this Memorandum of Understanding or rules, regulations, resolutions, ordinances or existing practices)

6. The date(s) on which the event(s) giving rise to the grievance occurred
7. A proposed solution to the grievance
8. The date of execution of the grievance form
9. The signature of the Grievant(s)
10. The signature of the Association representative, if the Association is representing the Grievant
11. The date of the discussion meeting in Step 1 and the name of the supervisor involved.

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

Step 3.

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

Step 4.

If the grievance is not resolved by the decision of the Municipal Employee Relations Officer in Step 3, the grievance may be appealed to the City Council, by providing written notice of appeal to the Municipal Employee Relations Officer within 14 calendar days of receipt of the decision of the Municipal Employees Relations Officer in Step 3. The grievance will be considered by the City Council within 4 regular council meetings following receipt of the appealed grievance. The City Council will render its decision in writing within 2 regular council meetings after considering the grievance, and the Council's decision shall be mailed to the Grievant at the address shown on the grievance form. The decision of the City Council shall constitute the final decision on the grievance, unless the Association agrees to appeal the grievance to Step 5.

Step 5.

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

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

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

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

15.3 General Conditions

- a) The Municipal Employee Relations Officer will act as a central repository for all grievance records.
- b) Any time limit may be extended only by mutual agreement in writing.
- c) An aggrieved employee may be represented by an Association representative at any stage of the proceedings. Both employee and representative will be entitled to attend proceedings without loss of compensation, should such proceedings conflict with normal working hours.
- d) Failure on the part of the City or Grievant(s) to appear in any case before the City Council, without good cause, will result in forfeiture of the missing party's case.
- e) Proposals to add to or change this Memorandum of Understanding or written agreement in addenda supplementary hereto shall not be considered under this Section, and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be considered under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- f) Grievances involving disciplinary action taken against an employee shall be filed initially at Step 3 in writing with the Municipal Employee Relations Officer within 7 calendar days of the date the employee was notified of such action. Grievances involving reprimands may not be processed beyond Step 3.
- g) Failure by the Grievant or the Association to initiate or appeal a grievance within the prescribed time limits shall waive the right of the Grievant or the Association to initiate or appeal a grievance, and in the case of an appeal, the last answer to the grievance shall be deemed to be the resolution of the grievance. Failure on the City to respond to the grievance within the prescribed time limits shall automatically move the grievance to the next step.

- h) The City and the Association shall each bear the cost of preparing and presenting its case to the Arbitrator. The cost of the arbitrator, court reporter (if mutually agreed upon), and other expenses incidental to the arbitration shall be shared equally by the parties.

Section 16. Educational/POST Incentives

16.1 Incentive Program

Designated City of Albany employees within the Police Department are eligible for and subject to the following educational and training incentive program. To be eligible for incentive pay, college or advanced degrees must be attained from schools accredited by the six regional Association of Schools and Colleges. Designated Employees shall be eligible for the following:

Police Communications Clerk and Police Services Technician

Incentive	Description	Amount
POST Certificate	Intermediate POST Certificate	2.5%
POST Certificate	Advanced POST Certificate	3.5%
POST Certificate	POST Records Supervisor Certificate	3.5%
Education	AA/AS Degree	2.5%
Education	BA/BS Degree	5.0%
Education	MA/MS Degree	7.0%

Police Officer

Incentive	Description	Amount
POST Certificate	Intermediate POST Certificate	2.5%
POST Certificate	Advanced POST Certificate	4.0%
Education	AA/AS Degree	2.5%
Education	BA/BS Degree	5.0%
Education	MA/MS Degree	7.0%

Sergeant

Incentive	Description	Amount
POST Certificate	Advanced POST Certificate	3.0%
POST Certificate	Supervisory POST Certificate	4.0%
Education	AA/AS Degree	2.5%
Education	BA/BS Degree	5.0%
Education	MA/MS Degree	7.0%

Lieutenant

Incentive	Description	Amount
Education	BA/BS Degree	5.0%
Education	MA/MS Degree	7.0%

Employees are eligible up to a maximum of 11.0% when combining 1 POST Certificate Incentive and 1 Education Incentive.

16.2 Educational Reimbursement

The City will contribute \$5,500.00 for each year of this Memorandum of Understanding, into a fund to provide reimbursement for 100% of employees' receipted costs for tuition, fees and books incurred by attending educational programs/classes which are directly related to the present or known future needs of the City. Reimbursement will be limited to a maximum reimbursement per full-time employee per fiscal year of \$2,000.00.

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

Section 17. City Rights

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

Section 18. Savings Clause

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

Section 19. General Provisions

19.1 Residency Requirement

Employees covered by this Memorandum of Understanding must reside not more than 100 air miles from the intersection of San Pablo and Marin Avenues in the City of Albany within 6 months of certification of permanent appointment.

19.2 Payroll Deductions for Credit Union

Upon execution of the necessary form available in the Finance Department, employees

will have the opportunity to authorize payroll deductions to the authorized Credit Union for savings deposits, share purchases, and/or payments on loans.

19.3 Travel

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

19.4 Use of Private Automobiles

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

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

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

19.5 Release Time

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

Section 20. Scope of Memorandum of Understanding

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

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

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

Section 21. Duration

This Memorandum of Understanding shall be effective November 1, 2019, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including October 31, 2024 and shall continue thereafter from year to year unless at least ninety days prior to the first day of November 2024, or to the first day of November of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this ____ day of _____, 2019.

ALBANY PEACE OFFICERS’ ASSOCIATION

CITY OF ALBANY

By _____
Sgt. Justin Kurland, APOA

By _____
Nicole Almaguer, City Manager

By _____
Lt. John Costenbader, APOA

By _____
Melissa Rojas, Human Resources Director

By _____
Sgt. Christopher Willis, APOA

By _____
Ofc. Peter O’Connor, APOA

Ratified by the City Council:

Date: _____

By _____
Anne Hsu, City Clerk

Appendix A

Effective first full pay period following November 1, 2019

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Lieutenant	Monthly	\$10,944	\$11,491	\$12,066	\$12,669	\$13,302	\$13,967	\$14,665
Police Sergeant	Monthly	\$8,678	\$9,112	\$9,568	\$10,046	\$10,548	\$11,075	\$11,629
Police Officer	Monthly	\$7,351	\$7,719	\$8,105	\$8,510	\$8,936	\$9,383	\$9,852
Communications Clerk	Monthly	\$5,469	\$5,742	\$6,029	\$6,330	\$6,647	\$6,979	\$7,328
Police Services Technician II	Monthly	\$4,928	\$5,174	\$5,433	\$5,705	\$5,990	\$6,290	\$6,605
Police Services Technician I	Monthly	\$4,441	\$4,663	\$4,896	\$5,141	\$5,398	\$5,668	\$5,951
Captain*	Monthly							\$15,952
Police Officer Clerk*	Monthly							\$8,199

Effective first full pay period following November 1, 2020

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Lieutenant	Monthly	\$11,272	\$11,836	\$12,428	\$13,049	\$13,701	\$14,386	\$15,105
Police Sergeant	Monthly	\$8,938	\$9,385	\$9,854	\$10,347	\$10,864	\$11,407	\$11,977
Police Officer	Monthly	\$7,572	\$7,951	\$8,349	\$8,766	\$9,204	\$9,664	\$10,147
Communications Clerk	Monthly	\$5,633	\$5,915	\$6,211	\$6,522	\$6,848	\$7,190	\$7,550
Police Services Technician II	Monthly	\$5,076	\$5,330	\$5,597	\$5,877	\$6,171	\$6,480	\$6,804
Police Services Technician I	Monthly	\$4,574	\$4,803	\$5,043	\$5,295	\$5,560	\$5,838	\$6,130
Captain*	Monthly							\$16,431
Police Officer Clerk*	Monthly							\$8,445

Effective first full pay period following November 1, 2021

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Lieutenant	Monthly	\$11,610	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560
Police Sergeant	Monthly	\$9,206	\$9,666	\$10,149	\$10,656	\$11,189	\$11,748	\$12,335
Police Officer	Monthly	\$7,799	\$8,189	\$8,598	\$9,028	\$9,479	\$9,953	\$10,451
Communications Clerk	Monthly	\$5,802	\$6,092	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
Police Services Technician II	Monthly	\$5,228	\$5,489	\$5,763	\$6,051	\$6,354	\$6,672	\$7,006
Police Services Technician I	Monthly	\$4,711	\$4,947	\$5,194	\$5,454	\$5,727	\$6,013	\$6,314
Captain*	Monthly							\$16,924
Police Officer Clerk*	Monthly							\$8,698

Effective first full pay period following November 1, 2022

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Lieutenant	Monthly	\$11,958	\$12,556	\$13,184	\$13,843	\$14,535	\$15,262	\$16,025
Police Sergeant	Monthly	\$9,482	\$9,956	\$10,454	\$10,977	\$11,526	\$12,102	\$12,707
Police Officer	Monthly	\$8,033	\$8,435	\$8,857	\$9,300	\$9,765	\$10,253	\$10,766
Communications Clerk	Monthly	\$5,976	\$6,275	\$6,589	\$6,918	\$7,264	\$7,627	\$8,008
Police Services Technician II	Monthly	\$5,385	\$5,654	\$5,937	\$6,234	\$6,546	\$6,873	\$7,217
Police Services Technician I	Monthly	\$4,852	\$5,095	\$5,350	\$5,618	\$5,899	\$6,194	\$6,504
Captain*	Monthly							\$17,432
Police Officer Clerk*	Monthly							\$8,959

Effective first full pay period following November 1, 2023

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Lieutenant	Monthly	\$12,317	\$12,933	\$13,580	\$14,259	\$14,972	\$15,721	\$16,507
Police Sergeant	Monthly	\$9,766	\$10,254	\$10,767	\$11,305	\$11,870	\$12,464	\$13,087
Police Officer	Monthly	\$8,274	\$8,688	\$9,122	\$9,578	\$10,057	\$10,560	\$11,088
Communications Clerk	Monthly	\$6,155	\$6,463	\$6,786	\$7,125	\$7,481	\$7,855	\$8,248
Police Services Technician II	Monthly	\$5,547	\$5,824	\$6,115	\$6,421	\$6,742	\$7,079	\$7,433
Police Services Technician I	Monthly	\$4,998	\$5,248	\$5,510	\$5,786	\$6,075	\$6,379	\$6,698
Captain*	Monthly							\$17,955
Police Officer Clerk*	Monthly							\$9,228

(*) This position is shown for retirement purposes only