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RESOLUTION NO. 2015-1

**A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ALBANY AND
ALBANY PEACE OFFICERS ASSOCIATION (APOA)**

WHEREAS, the Memorandum of Understanding is the collective bargaining agreement between the City of Albany and APOA; and

WHEREAS, the current Memorandum of Understanding between the City of Albany and APOA was effective November 1, 2011 through October 31, 2014; and

WHEREAS, the City of Albany and representatives of APOA have met and conferred in good faith over the past three months, and have reached agreement on a Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding between the City of Albany and APOA has been amended to reflect those mutual agreements including benefit modifications, salary increases, and other changes to the terms and conditions of employment; and

WHEREAS, the amended Memorandum of Understanding is effective November 1, 2014 through October 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE ALBANY CITY COUNCIL that the Memorandum of Understanding, attached here to as Exhibit 1, is approved effective November 1, 2014 and that the City Manager and Human Resources Manager are authorized to sign same on behalf of the City.



MAYOR PETER MAASS

[SELECTED SECTIONS]
Memorandum of Understanding

Between

City of Albany

and

Albany Peace Officers'
Association

November 1, 2014 – October 31, 2017

3.1 Probationary Period Nature, Purpose and Duration

... The probationary period for new hired employees shall begin on the date of employment and shall continue for a period of 18 months. The Police Chief, at his sole discretion, may grant a newly hired employee, with previous law enforcement experience, up to 6 months credit towards the probationary period. The Police Chief may extend the probationary period by up to 90 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.

5.1 Salary Ranges

- Effective the first full pay period after April 1, 2015 or upon the approval of the PERS contract amendment for increasing employee contribution to retirement, whichever comes later, the salary ranges set forth in Appendix A will be increased by 4.0%.
- Effective the first full pay period after November 1, 2015, the salary ranges set forth in Appendix A will be increased by 4.0%.
- Effective the first full pay period after November 1, 2016, the salary ranges set forth in Appendix A will be increased by 2.0%.
- Effective the first full pay period after November 1, 2016, the City shall increase Step 6 to 5.0% higher than Step 5.
- Effective the first full pay period after November 1, 2016, the City shall increase Step 7 to 5.0% higher than Step 6.
- Effective as soon as possible after the adoption of the MOU by the City Council, the City shall provide each member of the Association as of January 1, 2015, a lump sum payment of \$2,000.00.

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

5.2 Salary Plan

Positions within the Albany Police Department have been placed on a step system, providing the merit increases after varying periods of service. 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. Employees are eligible to advance to Longevity Step (or if not currently at Step 7, to an equivalent longevity pay differential above his/her current pay step) when they meet the criteria specified in Section 13.12. The step indicated as Longevity Step is the highest level to be attained on the salary schedule. ...

5.5 Identification Officer and Detective

Police Officers and Sergeants assigned to the positions of Detective, Detective Sergeant and Administrative Sergeant shall receive an additional 4 percent of the employee's regular straight-time rate of pay.

6.5 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.

6.7 Shift/Vacation Bid Reopener

Representatives for the Police Department and representatives for the APOA shall meet within 60 days of the adoption of the MOU to commence meeting and conferring regarding creation of a Shift/Vacation Bidding Policy. It is the goal of the parties to conclude the meet and confer process within 180 days of the adoption of the MOU. The policy will maintain bidding for shifts and vacation by seniority. During the process the parties should consider, at a minimum, the annual date to commence the shift and vacation bidding process.

12.1 Clothing Allowance

All employees covered by this Memorandum of Understanding will receive an annual clothing allowance. The annual clothing allowance will be \$1,000.00. Effective January 2016 the annual clothing allowance will be \$1,100.00. Effective January 2017 the annual clothing allowance will be \$1,200.00. The clothing allowance is payable twice a year with a regular paycheck, and noted on the pay stub, for the first pay period in December and the first pay period in June, representing payment for the prior 6-month period. Deductions will be made only for pension/PERS. (No deduction for employees hired on or after January 1, 2013 due to PEPRA's elimination of clothing allowance as eligible compensation.) Employees not employed for the full 6-month period will be entitled to a prorated share of the 6-month allowance.

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

... 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.

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 \$50,000.00 life insurance, and \$50,000.00 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.

13.7 Pensions

(1) Non-sworn employees will be provided the PERS retirement program in the same fashion and to the same extent as the PERS retirement program that the City provides employees represented under the Memorandum of Understanding with Service Employees International Union, Local 1021.

- a. Effective January 1, 2013, newly hired non-sworn employees (miscellaneous employees) under the Public Employees' Pension Reform Act (PEPRA), who are not "Classic Members" and who will be new Miscellaneous members of PERS ("New Members"), will be required to be enrolled in the Statewide 2% @ 62 benefit formula.
 - i. New Members shall have the 3-Year Average Final Compensation Period.
 - ii. New Members shall pay the PERS Employee Contribution Rate of 50% of the Normal Cost, as determined by PERS.
 - iii. Effective the first full pay period after April 1, 2015, the amount paid by employees who are not Classic Members shall be either 50% of the Normal Cost or the amount paid by Classic Members, whichever is higher.
 - iv. New Members shall not be eligible for Employer Paid Member Contribution (EPMC).
- b. Classic Members are newly hired City employees (on or after January 1, 2013) who are already members of PERS or a reciprocal system (as defined by PERS), and will be enrolled in the 2% @ 60 benefit formula.

(2) The City shall continue to subscribe to the PERS 3% @ 55 benefit formula for police safety employees, excluding non-sworn employees.

- a. Effective January 1, 2013, newly hired sworn employees under the Public Employees' Pension Reform Act (PEPRA), who are not "Classic Members" and who will be new Safety members of PERS ("New Members"), will be required to be enrolled in the Statewide 2.7% @ 57 benefit formula.
 - i. New members shall have the 3-Year Average Final Compensation Period.
 - ii. New members shall pay the PERS Employee Contribution Rate of 50% of the Normal Cost, as determined by PERS.
 - iii. Effective the first full pay period after April 1, 2015, the amount paid by employees who are not Classic Members shall be either 50% of the Normal Cost or the amount paid by Classic Members, whichever is higher.
 - iv. New Members shall not be eligible for Employer Paid Member Contribution (EPMC).
- b. Classic Members are newly hired City employees (on or after January 1, 2013) who are already members of PERS or a reciprocal system (as defined by PERS), and will be enrolled in the 3% @ 55 benefit formula. Classic Members shall have the Single Highest Year Final Compensation Period.

(3) City employees hired before January 1, 2013 shall receive the following PERS benefits.

- a. Non-Sworn Employees
 - i. PERS 2.5% @ 55 benefit formula (or 2% @ 60 for employees hired on or after November 28, 2011).
 - ii. 3-Year Average Final Compensation Period (PERS Section 20037).
 - iii. Non-Sworn employees shall pay 8.0 percent of eligible salary toward the employee's share to PERS (or 7.0 percent for

employees hired on or after November 28, 2011). Effective the first full pay period after April 1, 2015, or upon the approval of the PERS contract amendment for increasing employee contribution to retirement, whichever comes later, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 8.0% or 9.0%) of the City's share of PERS.

- iv. Effective the first full pay period after November 1, 2015, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 9.0% or 10.0%) of the City's share of PERS.
- v. Effective the first full pay period after November 1, 2016, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 10.0% or 11.0%) of the City's share of PERS.
- vi. The City has contracted with PERS to allow unused sick leave accumulated by a miscellaneous employee to be credited towards retirement service credit (PERS Section 20965).

b. Sworn Employees

- i. PERS 3% @ 55 benefit formula.
- ii. Single Highest Year Final Compensation Period (PERS Section 20042).
- iii. Sworn employees shall pay 9.0% of eligible salary toward the City's share to PERS. Effective the first full pay period after April 1, 2015, or upon the approval of the PERS contract amendment for increasing employee contribution to retirement, whichever comes later, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 10.0%) of the City's share of PERS.
- iv. Effective the first full pay period after November 1, 2015, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 11.0%) of the City's share of PERS.
- v. Effective the first full pay period after November 1, 2016, the amount paid by Classic Members shall increase by an additional 1.0% (for a total of 12.0%) of the City's share of PERS. All other employees shall pay 50.0% of the normal cost or the amount paid by a Classic Member whichever is higher.
- vi. The City has contracted with PERS to allow unused sick leave accumulated by a safety employee to be credited towards retirement service credit (PERS Section 20965).
- vii. Effective June 28, 1999 the City will, for each PERS local safety police member, report to PERS the 9.0% Employer Paid Member Contribution (EPMC) as special compensation.

- (4) If the City's share of PERS 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 PERS rate. If the City share of PERS rates rises again, the employees shall pay the increase back up to the maximum levels listed in this section.

13.12 Post Employment Retiree Health Savings Plan (HSP)

Effective September 5, 2011, the Employee will contribute an amount equal to the difference between Step 7 and the Longevity Pay Step (or if not at Step 7, an amount equal to the equivalent longevity pay differential above his/her current pay step) to an HSP account for an employee who has been employed by the City of Albany for 24 full years. This contribution will terminate upon the employee's 34th anniversary with the City.

Effective the first full pay period after April 1, 2015, the Longevity Pay Step shall increase to 10.0% above Step 7 of the Fire Engineer pay range.

13.13 Retiree Medical

Effective upon the first salary range increase after the start of an eligibility period, employees shall contribute to their HSP accounts as follows:

Effective the first salary range increase after	4-13-2015 Contribution per pay period	1-4-2016 Contribution per pay period
Years of Service		
5th – 9th	\$25	\$25
10th – 14th	\$50	\$50
15th – 19th	\$50	\$50
20th – 24th	\$50	\$75
25th – 34th	\$528	\$539
35th +	\$100	\$100

Upon written notice from the Association, City representatives will meet with representatives of the Association to discuss the placement of Sick Leave (subject to the cash out provision) and accumulated Vacation Leave into the employee’s HSP account upon retirement.

13.14 Medical Benefits For A “Line Of Duty Death”

The City shall provide the equivalent of the City contribution for the payment of medical benefits to the spouse and dependents of a sworn bargaining unit member who dies “in the line of duty.” For the purpose of this benefit, “line of duty death” is limited to the death of a member directly attributed to a single (non-cumulative) violent event occurring during the course and scope of employment. The City’s contributions shall continue for up to 5 years. The City’s contributions will terminate if during that period the spouse remarries or reaches age 65. The City’s contributions for dependents will terminate if during that period a dependent reaches age 21.

16.1 Incentive Program

... Effective the first full pay period after November 1, 2016, designated Employees shall be eligible for the following:

Police Communications Clerk and Police Services Technician

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

Police Officer

- POST Certificates
 - Intermediate POST Certificate = 2.5%
 - Advanced POST Certificate = 4.0%
- Education
 - AA/AS Degree = 2.5%

C. Effective November 9, 2015, the monthly salary ranges for employees in each classification shall be as follows:

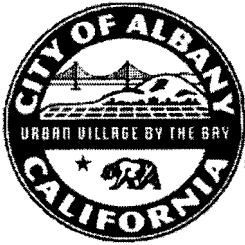
<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Lieutenant	10114	10620	11151	11709	12294	12663	13043
Sergeant	8020	8421	8842	9284	9748	10040	10341
Police Officer	6793	7133	7490	7865	8258	8506	8761
Communications Clerk	5054	5307	5572	5851	6144	6328	6518
Polices Services Technician II	4554	4782	5021	5272	5536	5702	5873
Polices Services Technician I	4104	4309	4524	4750	4988	5138	5292
Captain (*)							14185
Police Officer Clerk (*)							7291

Side Letter

Between THE CITY OF ALBANY And THE ALBANY PEACE OFFICERS' ASSOCIATION

January 5, 2015

Representatives from the Police Department and Human Resources will meet with representatives of the APOA, within 90 days of adoption of the MOU, to discuss if there is a need to develop a Corporal position.



City of Albany

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(510) 528-5710 • www.albanyca.org

RESOLUTION NO. 2015-1

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,
the 20th day of January, 2015, by the following votes:

AYES: Council Members Barnes, McQuaid, Nason, Pilch, and Mayor Maass

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 20th
day of January 2015.

Eileen Harrington
DEPUTY CITY CLERK