

RESOLUTION NO. 1130

A RESOLUTION TO RATIFY THE CONTRACT EXTENSION BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION (ASSOCIATION) FOR THE PERIOD FROM JULY 1, 2012 THROUGH JUNE 30, 2013.

WHEREAS, the City has recognized the Canby Police Association as the sole collective bargaining agent for the Evidence Technician and all regular sworn employees, as noted in the Agreement between the parties, and

WHEREAS, the collective bargaining agreement between the City and Association expires on June 30, 2012, and

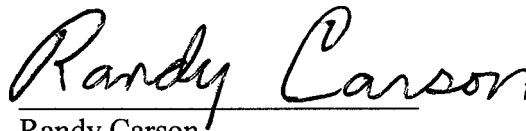
WHEREAS, the City and Association have agreed to extend the terms and conditions of the current contract agreement by a Letter of Agreement, and now therefore,

IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. The attached Letter of Agreement marked as Exhibit "A" between the City and Association for the period of July 1, 2012 through June 30, 2013 is approved for adoption.
2. The City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. The Mayor and City Administrator are authorized to sign the contract on behalf of the City.

This resolution shall take effect on July 1, 2012.

ADOPTED this 6th day of June, 2012, by the Canby City Council.



Randy Carson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

LETTER OF AGREEMENT
City of Canby and Canby Police Association
One Year Contract Extension

Effective July 1, 2012

ARTICLE 10 - WAGES

Section 1. The job classifications and their corresponding wage scales are noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly.

Effective July 1, ~~2009~~2012, compensation for all employees shall be pursuant to the salary schedule attached as Attachment A.

Effective July 1, ~~2010~~2012, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, ~~2009~~2011 (minimum ~~3~~2% - maximum ~~6~~5%).

~~Effective July 1, 2011, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2010 (minimum 3% - maximum 6%).~~

Section 2. Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will be compensated at the rate of:

Intermediate Certificate: 3.5% per month or
Advanced Certificate: 5% per month

Section 3. Officers assigned to Traffic Unit, Gang Enforcement, or Detectives shall receive 3.5% per month premium to be added to his/her regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

Section 4. Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to his/her regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

Section 5. Any employee demonstrating written and oral proficiency in the Spanish language shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An officer can receive this premium, as well as an assignment premium, at the same time.

Section 6. Officers assigned as Field Training Officers (FTO) shall receive premium pay of one dollar (\$1.00) per hour for each hour that they are assigned a regular or reserve officer.

Section 7. Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of regular time pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

Section 8. The position of Evidence Technician is recognized as a position within the Association. The corresponding wage scale for the position is noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Step increments for this employee only are based on the receipt of acceptable/satisfactory annual performance evaluations.

Section 9. Employees may become eligible for longevity pay according to the following schedule:

After one full year at Step 5 – 3.5% of salary for personnel at Step 5; or
After ten years of employment with the City of Canby – 5% of salary.

ARTICLE 33 - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing, with wages, insurance, and all economic benefits retroactive to July 1, ~~2009~~2012. This Agreement shall remain in full force and effect through June 30, ~~2012~~2013.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) days prior to the expiration of the Agreement or any subsequent anniversary date of this Agreement, requesting that the Agreement be opened for changes and/or termination. In that case, the Agreement shall remain in full force and effect until a new agreement is signed by both parties.

This Agreement is hereby executed this 6th day of June 2012

FOR THE CITY OF CANBY, OREGON

By: Randy Carson

Randy Carson, Mayor

By: Greg Ellis

Greg Ellis, City Administrator

FOR THE CANBY POLICE ASSOCIATION

By: Chris Macom

Chris Macom, President

By: Mike Smith

Mike Smith, Secretary

**Canby Police Association
Salary Schedule A
Effective July 1, 2012**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Patrol	4636	4868	5111	5367	5635
Sergeant	5618	5899	6194	6504	6829
Evidence Technician	3701	3886	4080	4284	4499

Includes 2.9% COLA based on CPI-U Portland/Salem average for the previous calendar year
(Minimum 2% - Maximum 5%)

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months and divided by the total number of pay periods.