

**MEMORANDUM
OF
UNDERSTANDING**



**BETWEEN
THE CITY OF WEST SACRAMENTO
AND
THE WEST SACRAMENTO POLICE OFFICERS ASSOCIATION**

Effective July 1, 2017 through December 31, 2020

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1. Recitals

1.1. Parties

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the City of West Sacramento (“the City”) and the West Sacramento Police Officers' Association (“the Association”).

1.2. Recognition

The City recognizes the Association as the sole and exclusive bargaining representative for all full-time employees of the City who are in the classifications of Police Officer, Police Sergeant, Crime Scene Investigator I/II/III, Code Enforcement Officer I/II, Senior Code Enforcement Officer, Police Records Technician, Property and Evidence Technician I/II and Community Services Officer I/II.

1.3. Definitions

1.3.1 Chief of Police

The Chief of Police or designee.

1.3.2 City Manager

The City Manager or designee.

1.3.3 Day(s)

A day is defined as the twenty-four (24) hours period commencing at 12:01 a.m. All references to days shall mean calendar days, unless otherwise noted.

1.3.4 Department

Department shall mean the Police Department or Community Development Department unless otherwise noted.

1.3.5 Director of Community Development

The Director of Community Development or designee.

1.3.6 Employee

Employee shall mean an employee in the bargaining unit represented by the Association.

1.3.6.1 Sworn Employee

Sworn employee shall mean an employee in the classification of Police Sergeant and Police Officer. These terms (Police Sergeant, Police Officer and sworn employees) shall mean Peace Officers as defined by the California Penal Code, Section 830, et seq.

1.3.6.2 Civilian Employee

Civilian employee shall mean an employee in the classification of Crime Scene Investigator I/II/III, Code Enforcement Officer I/II, Senior Code Enforcement Officer, Police Records Technician, Property and Evidence Technician I/II, and Community Services Officer I/II.

1.3.7 Regular Hours

The time assigned to work, including paid time off, but not including overtime.

1.3.8 Workweek

Unless otherwise noted, the workweek is defined as commencing at 12:01 a.m. Saturday and ending at midnight the following Friday.

1.4. Seniority

1.4.1.

For purposes of determining seniority within the Department in making a determination on issues where seniority controls according to the MOU, the following seniority system is established.

1.4.2.

Seniority, within the Police Department, shall be defined as time in classification plus higher classification. Higher classification shall be determined by the top step hourly rate of pay in the affected classifications.

Sworn employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more sworn employees hired on the same date is the same, seniority shall be in order of the individual's total time as a full-time peace officer in the State of California. If the ranking of two or more sworn employees hired on the same date is the same and their total time as full-time peace officers in the State of California is the same, then seniority shall be determined by lot.

Civilian employees hired on the same date shall be granted seniority according to their ranking on the eligibility list. If the ranking of two or more civilian employees hired on the same date is the same, seniority shall be determined by lot.

2. Association Rights

2.1. Agency Shop

Except as otherwise provided in this Section, employees shall become and remain members of the Association or shall pay a fair share fee to the Association.

2.1.1 Implementation

All employees subject to the MOU must join the Association, pay a fair share fee to the Association or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to the MOU, shall be provided with a notice advising that the City has entered into an Agency Shop agreement

with the Association by the Human Resources Division. The notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a fair share fee.

An employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of their choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for an employee shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or authorized fees.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over the Association dues and fair share fees.

2.1.2 Religious or Personal Exemption

Any employee of the City, subject to the MOU, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to

make a charitable contribution equal to the fair share fee in-lieu of the Association membership or fair share fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to the Association within ten (10) working days of receipt by the City. The Association shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

2.1.3 Payroll Deductions and Payment

The City shall deduct the Association dues or fair share fees from employee's pay in conformance with State and City regulations. The City shall promptly pay to the designated payee all deducted sums. The City shall provide annually on the pay period inclusive of March 1, a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

The employees shall pay a sum equal to the agency fee described above to one of the following three non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code: National Law Enforcement Memorial Fund, California Police Officer's Memorial Foundation, or Concerns of Police Survivors.

2.1.4 Hold Harmless

The Association shall indemnify and hold harmless the City, its officers and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop

provision contained in the MOU. In no event shall the City be required to pay from its own funds the Association dues, fair share fees or charitable contributions which an employee was obligated to pay, but failed to pay, regardless of the reasons.

2.1.5 Suspension of Agency Fees

For the duration of any strike sanctioned, called, or supported by the Association, the City may suspend collection of Association dues, fair share fees or charitable contributions without damage to the employee.

2.1.6 Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees into the unit represented by the Association pursuant to the MOU shall not require an election for the application of the Agency Shop provision to the classification(s) and/or employee(s).

2.2 Association Release Time

The Association shall have a reasonable amount of release time for the conducting of official Association business. The release time may be used by designated Association representatives for purposes relating to labor negotiations, and employee/employer relation matters.

2.3. Use of Release Time

Use of Association release time is subject to reasonable advance requests. Release time will be coordinated with the Division Commander. Approval of the release time must be received before the employee uses the time. The Department shall reasonably grant or deny the release time based upon the legitimate operating needs.

2.4 Association Time Bank

An Association Time Bank (ATB) is established for the purpose of allowing Association members to request paid time off for Association business, including participating in Association sponsored training, conferences and workshops. Any request of ATB shall require the approval of the Association President prior to submission.

ATB requests shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief reserves the right to approve ATB requests which incur overtime costs. ATB shall not supersede previously approved vacation requests of other Association personnel.

During the first full pay period that begins in January of each year, each employee covered by this Agreement shall contribute one-half (.5) hour of vacation leave to the ATB. The Association can adjust the ATB contribution, up to a five (5) hour maximum, on an annual basis. The Association shall notify the City by October 1, of any change in ATB contributions.

This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members nor shall this time be subject to cashout, but shall be rolled over to the next year's ATB. This time shall become the property of the Association and shall be banked. Contributions to the ATB shall be done on an hour for hour basis.

The City shall provide the Association the ATB time balance annually on February 1.

2.5. Meetings

The Association shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of the use. The use shall not interfere with the regular course of doing business. The City reserves the right to condition the use on payment of appropriate charges to offset the costs of the use of the facilities.

2.6. Communications

2.6.1. Bulletin Boards

The Association shall have the right to install bulletin boards for the Association's exclusive use. All material shall be posted upon the bulletin board and not upon walls, doors, file cabinets, or any other place. Posted materials shall not be obscene, defamatory, or of a partisan political nature, misleading, violative of any federal, state, or local ordinance, law, statute, or rule. The material shall not pertain to public issues which do not involve the City and its relations with employees. All posted material shall be neatly displayed. The City reserves the right to determine where bulletin boards may be used. Should the Association not abide by these rules, the Association may forfeit its right to have a bulletin board.

2.6.2. Inter/Intra Departmental Mail System

The City agrees to allow limited use of the City's inter/intra departmental mail system to the Association. The use shall not include material unsuitable for posting under Section 2.6.1.

3. Management Rights

Except as otherwise limited by a specific term of this agreement, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

To manage all facilities and operations of the City including the methods, means, and personnel by which the City operations are to be conducted.

To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee.

To determine the location of all work assignments and facilities.

To determine processes, techniques, methods, and means of all operations, including changes, allocations, or adjustments of any machinery or equipment.

To determine the size and composition of the work force.

To determine policy and procedures affecting the selection or training of employees.

To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

To control and determine the use and location of City employees, property, material, machinery, or equipment.

To schedule the operation of and to determine the number of shifts.

To determine the hours of operation.

To determine and enforce safety, health, and property protection measures and require adherence thereto.

To transfer work from one job site to another or from one location or unit to another.

To introduce new, improved, or different methods of operations, or change existing methods.

To layoff employees from duty for lack of work, lack of funds, or any other reason.

To reprimand, suspend, discharge, or otherwise discipline employees.

To discharge probationary employees without right to appeal.

To establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications.

To promulgate, modify, and enforce work rules, safety rules, and regulations.

To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

To contract or subcontract services, maintenance, distribution, or any other work with outside public or private entities.

No arbitrator shall have the authority to diminish any of the Management Rights included in this Section.

Any agreement by the City to meet and confer, or meet and consult over the effect of exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

4. Hours and Work Schedule

4.1. Standard Workday

The standard workday shall be from eight (8) to twelve and one-half (12.5) hours of work performed, not including any unpaid non-work time, as determined by the Chief of Police or

Director of Community Development. Except in exigent or emergency circumstances, prior to modifying the hours in the standard workday, the City will notice and meet and confer with the Association prior to implementation. All days off in a workweek will be consecutive.

4.1.1

An employee who attends approved training that is shorter than the duration of their regular workday may, at the employee's discretion:

- a) Return to work and finish the remainder of their work hours;
- b) Use CTO or vacation leave for the remainder of their work hours;
- c) Make up the owed work hours on another workday;
- d) Make up the owed work hours on a regularly scheduled day off; or
- e) Any combination of the preceding so long as it occurs in the same fourteen (14) day pay period in which the training occurred.

For purposes of calculating the number of work hours that are owed to the City by the employee, the City will count any time required by the employee for homework and/or studying as a result of the training and travel time to and from the training site. Travel time shall be determined as originating and terminating at the police department.

Employees are responsible for tracking their own time spent in training and travel. Employees shall notify their direct supervisor prior to the concluding of training regarding any hours owed.

Overtime shall not be paid for hours owed to the City under this Section 4.1.1 and shall be paid to the employee at the employee's regular rate of pay.

4.2 Schedule Changes

The Chief of Police will provide at least fifteen (15) days advance notice before changing an employees' regular shift unless exigent circumstances exist requiring less notice. Involuntary shift changes shall be done in reverse seniority order.

4.2.1

An employee may have their shift changed (or flexed) for training in the following circumstances:

- a) The employee voluntarily agrees to the flexed schedule;
- b) The training is required as part of being accepted into a specialty assignment; or
- c) The training is for two (2) or more consecutive days.

An employee may not be required to work more than five (5) days in a seven (7) day workweek (this does not include voluntary overtime) and must have a minimum of two (2) consecutive days off in each workweek.

An employee who is required to attend a training that lasts for one (1) day or less on their regular day off shall be paid overtime at the rate of time and one-half (1.5) their regular rate of pay.

4.3 Shift Exchange

Employees may be allowed to exchange shifts or portions thereof during the same payroll period with the approval of the employees' Division Commander or supervisor. Shift exchanges may be granted when it does not interfere with established training schedules, the operation of the Department, the safety of employees, or other applicable laws. The shift exchange shall have no effect on the hours or rate of pay for any of the employees involved in the exchange.

4.3.1 Shift Bidding

Employees shall bid for shift, hours, and days off in order of seniority, beginning with the most senior employee. Shift bidding will be conducted annually in November, with implementation on the first full pay period in January.

Sergeants shall bid before police officers.

When a shift becomes vacant outside of the shift bid, a two-bump process shall be used. The most senior employee requesting the vacancy shall be allowed to move, thus creating a second vacancy which shall be filled with the next most senior employee requesting the shift. If the department chooses to fill the vacancy created by the second move, it shall be filled with the least senior employee.

4.4 Rest and Meal Periods

4.4.1 Sworn Employees

The time and duration of meal/rest periods for sworn employees shall be within the discretion of the Chief of Police and shall not exceed one (1) hour in total. Rest/meal periods for sworn employees shall be considered time worked. Meal/rest periods shall be scheduled in accordance with the requirements of the Department, and shall be taken at locations approved by the Chief of Police.

4.4.2 Civilian Employees

Civilian employees shall receive two (2) paid fifteen (15) minute rest periods and an unpaid meal period not to exceed one (1) hour. The Department will consider one-half (.5) hour meal periods within each work division using guidelines for approval listed below.

The exact time and duration of meal periods for civilian employees shall be within the discretion of the Chief of Police or Director of Community Development for Code Enforcement personnel. Rest and meal periods for civilian employees assigned to eight (8),

nine (9), ten (10), or twelve (12) consecutive hours of work shall be considered time worked. Rest periods shall be scheduled in accordance with the requirements of the Department. The Chief of Police or Director of Community Development, as appropriate, shall determine which employees will be assigned to work eight (8), nine (9), ten (10) or twelve (12) consecutive hours.

4.4.3 Guidelines for Approval of One-Half (.5) Hour Meal Periods

The Chief of Police or Director of Community Development, as appropriate, shall use the following guidelines in determining if a sworn or civilian employee can have a one-half (.5) hour meal period:

- Work divisions which staff public counters will not disrupt or shorten their scheduled hours to the public;
- Meal periods will be established by the appropriate supervisor;
- Employees in small work divisions must be cross-trained in order to ensure the full range of division services are available; and,
- One-half (.5) hour meal periods shall be inclusive of any travel time to and from the worksite.

4.5. Overtime Meal Allowance

All employees working two (2) or more hours of overtime contiguous to their regular shift shall be provided either an additional one-half (.5) hour meal period or one-half (.5) hour of overtime if a meal period cannot be provided during the overtime worked.

5. Wages

5.1 Rates of Pay

5.1.1 Hourly Rate of Pay

The hourly rate of pay for all employees shall mean the employee's current hourly rate without any additional pays.

5.1.2 Regular Rate of Pay

The regular rate of pay for all employees shall mean the employee's current hourly rate of pay plus all differentials and incentives (including FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST, Shift Differential, Medical in Lieu (opt out) and Police Liaison) for which the employee qualifies under this MOU.

5.1.3 Separation Rate of Pay

The separation rate of pay for all employees shall mean the employee's current hourly rate of pay at time of separation plus the following incentives: FTO/Records Trainer/Code Enforcement Officer Trainer, Longevity, Bi-lingual, Education, POST and Police Liaison, for which the employee qualifies under this MOU.

5.2 Salary and Equity Adjustments

5.2.1 Salary Adjustments

- July 1, 2018
 - Sworn employees will receive a 5% general salary increase.
 - Civilian employees will receive a 2.2% general salary increase.

- July 1, 2019
 - Sworn employees shall receive a five percent (5%) general salary increase.
 - Crime Scene Investigators will receive a three percent (3%) general salary increase.

- January 1, 2020

- Sworn employees shall receive a two point nine percent (2.9%) general salary increase.

5.2.2 Salary Schedule

For employees hired prior to July 1, 2018, the salary range consists of five (5) steps (A through E) with approximately 5% between each step (Appendix A).

For employees hired after June 30, 2018, the salary range consists of nine (9) steps (A through I) with approximately 2.5% between each step (Appendix A).

Upon promotion, employees existing at the time of ratification/approval of this MOU will continue to receive 5% merit increases.

5.2.3 Retention Bonus Pay

Effective the payroll period inclusive of July 1, 2018, current civilian employees who were employed on July 1, 2017, will receive a non-PERSable signing bonus of four-thousand one hundred sixty-three dollars (\$4163.00).

Effective the payroll period which pays on November 2, 2018, current sworn bargaining until members who were employed on July 1, 2017, will receive a one-time, non-PERSable lump sum payment per person in flat dollars equivalent to an additional five point three (5.3%) in salary increase.

5.2.4 Longevity

5.2.4.1 Sworn Employees

Sworn Employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after ten (10) years of service with the Association and with the City in the first full pay period after their ten (10) year anniversary date (i.e., beginning at the 11th year).
- Two and one-half percent (2.5%) of their hourly rate of pay after fifteen (15) years of service with the Association and with the City in the first full pay period after their fifteen (15) year anniversary date. The maximum longevity pay is five percent (5%) after completion of the 15th year.

Effective May 1, 2019, sworn employees shall receive the following additional longevity increase:

- Two and one-half percent (2.5%) of their hourly rate of pay after completing twelve (12) years of service (i.e., beginning at the 13th year). The maximum longevity pay will increase to seven and one-half percent (7.5%) after completion of the 15th year.

Effective January 1, 2020, sworn employees shall receive the following additional longevity increase:

- Two and one-half percent (2.5%) of their hourly rate of pay in addition to the two and one-half percent (2.5%) of their hourly rate of pay provided above for a total of five percent (5%) after completing fifteen (15) years of service (i.e., beginning at the 16th year). The maximum longevity pay will increase to ten percent (10%) after completion of the 15th year.

5.2.4.2 Civilian employees

Civilian employees shall receive the following longevity increases:

- Two and one-half percent (2.5%) of their hourly rate of pay after ten (10) years of service with the Association and with the City in the first full pay period after their ten (10) year anniversary date (i.e., beginning at the 11th year).
- Two and one-half percent (2.5%) of their hourly rate of pay after fifteen (15) years of service with the Association and with the City in the first full pay period after their fifteen (15) year anniversary date. The maximum longevity pay is five percent (5%) after completion of the 15th year.

5.3 Overtime

It is the general policy of the City to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with the protection of lives and property of its citizens and the efficient operation of the City. Overtime work requires prior authorization by the Chief of Police or Director of Community Development, as appropriate.

5.4. Overtime Pay

5.4.1.

Employees who work in excess of their standard workday, as defined in Section 4.1, shall be compensated for such overtime at the rate of time and one-half (1.5) their regular rate of pay. Sick leave shall not count towards time worked in determining whether an employee has worked in excess of their standard workday. (This provision shall not apply to employees taking sick leave due to a worker's compensation injury or illness.) An employee shall not be assigned mandatory overtime as a result of the use of sick leave.

5.4.2 Sworn Employees

Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off shall not accrue in excess of one hundred forty (140) hours. Employees may use compensatory time off with the approval of the Chief of Police.

5.4.3 Civilian Employees

Overtime may be taken in cash or in the form of compensatory time off for eligible employees. Compensatory time off shall not accrue in excess of eighty (80) hours. Employees may use compensatory time off with the approval of the Chief of Police or Director of Community Development, as appropriate.

5.4.4.

Upon termination from City service, all accumulated compensatory time off shall be paid to the employee at the employee's current regular rate of pay.

5.4.5.

An employee may request in writing that a portion or all of the compensatory time off accrued be paid on the earliest possible payday. The payment is subject to the approval of the Chief of Police or Director of Community Development, as appropriate.

5.5. Call Back Pay

An employee who is called back to work after leaving their place of employment, following the completion of the employee's work shift, shall be paid for a minimum of two (2) hours work at the rate of time and one-half (1.5) their regular rate of pay, even if the total hours worked that day do not exceed eight (8), nine (9), ten (10), or twelve (12) hours. The compensation shall be computed as work performed from the time of reporting on duty or at the place of work through the time of going off duty or until completion of work. This Section does not apply if the employee is being called back to complete work that should have been finished prior to the end of their shift. If this occurs, the employee will be paid for all actual hours worked. Further, this Section does not apply if an employee is called either at home or on their cell phone but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one-quarter hour (.25).

5.6. On-Call

5.6.1.

Employees shall be paid four dollars (\$4.00) per hour for all hours assigned to an on-call assignment.

- a. Each Investigator and Crime Scene Investigator will be designated for seven (7) day assignments.
- b. When called out, the Investigator or Crime Scene Investigator shall be under the functional supervision of the Shift Supervisor or OIC, unless the Investigation Supervisor is on scene.
- c. The decision to call out an Investigator or Crime Scene Investigator will rest with the Shift Supervisor or OIC. All personnel should comply with the directions given by the Field Supervisor. Any conflict of duty assignments will be brought to the Investigative Supervisor's attention for review. Investigators and Crime Scene Investigators will address these conflicts in a constructive manner. All personnel will work together as a team to resolve the conflicts.
- d. The Department will make every effort to assure that Investigators are assigned on-call no more than once every seven (7) weeks. In order to comply with this goal, the Department will make available an on-call list for non-investigative personnel to sign for occasional on-call or Crime Scene Investigator assignment. This list will be used to fill in for vacations, workers' compensation absences, or any other absences of regularly scheduled on-call personnel. The Department retains the right to determine if non-investigative personnel are qualified to act as on-call Investigators or Crime Scene Investigators. The Department will not, however, unreasonably withhold such authorization. On-call personnel will, of course, still be permitted to make changes to their on-call assignment among themselves with the permission of the Investigation Supervisor.

- e. On-call Investigators or Crime Scene Investigators are required to drive their City owned vehicle home and have them available at all times. The on-call Investigator or Crime Scene Investigator should be able to get to the scene of the investigation within forty five (45) minutes. When an Investigator or Crime Scene Investigator is on-call, they may utilize the vehicle for limited personal reasons provided the vehicle is not used to transport passengers or excess baggage. The on-call Investigator or Crime Scene Investigator may not consume any alcoholic beverage or engage in any other activities which would affect their ability to effectively respond and perform their duties as an Investigator or Crime Scene Investigator for the Department.
- f. All Investigative personnel shall be provided with cell phones. When not on-call, Investigative personnel are still required to answer or call back if they receive a call to let the Department know whether they are available. Investigative personnel not on-call will not be disciplined if unavailable for call-out. If, however, Investigative personnel are unavailable on a consistent basis when called, the Department reserves the right to transfer them to another division.

5.6.2.

When an employee is on an on-call assignment, they shall be paid for a minimum of two (2) hours work at the rate of time and one and onehalf (1.5) their regular rate of pay when called out.

5.7. Court Time

5.7.1.

Off-duty court time will be paid at the rate of time and one and one-half (1.5) their regular rate of pay with a minimum pay equivalent to four (4) hours worked. Any off duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated

at the rate of time and one and one-half (1.5) their regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

5.7.2.

Court overtime will be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. If the employee is required to meet with, or obtain evidence or information for the District Attorney during the lunch break, or return to court after the lunch break, the lunch break shall be compensated as overtime.

5.7.3.

Breaks in court testimony or the required court activities, and multiple subpoenas that cover either only morning or afternoon court sessions do not count as separate incidents for the purpose of minimum compensation within the same day. Multiple subpoenas where one subpoena covers a morning court session and the other subpoena covers an afternoon court session do count as separate incidents for the purpose of minimum compensation within the same day.

5.7.4.

Any employee who is scheduled to appear in court on a regular day off, or prior to or after their assigned duty shift, and who is released from that appearance after 1800 hours on the day prior to the court appearance date, shall be compensated at rate of time and one and one-half (1.5) their regular rate of pay equivalent to two (2) hours worked, provided they made a reasonable effort to contact the Court Liaison before reporting to court. This compensation is for the on-call hours between 0830 and 1330 hours. Furthermore, this compensation is for the disruption of an employee's off-duty time in the event the hearing is canceled, or postponed, on the date of the scheduled appearance. If the employee is required to appear in court, they shall receive a minimum of four (4) hours pay at time and one-half (1.5) their regular rate of pay.

5.7.5.

Any employee who has been directed to appear in court, or before any other administrative hearing within two (2) hours of the start or ending of their regularly scheduled shift in response to a lawfully executed subpoena, or by order of a superior officer, shall receive two (2) hours of compensation at the rate of time and one-half (1.5) their regular rate of pay. This compensation is for the disruption of the employee's off-duty time, response to the work site for evidence retrieval, and travel time to, and possibly from, the court site during non-scheduled work hours.

5.8. Shift Differential

5.8.1.

A civilian employee shall receive a night shift differential of five percent (5%) of their hourly rate of pay as additional compensation if more than one-half (.5) of their standard workday is before 8:00 a.m. or after 5:00 p.m.

5.8.2.

Shift differential pay shall be paid only for time worked. No civilian employee shall receive shift differential for other paid time such as vacation, sick leave, or in-lieu of holiday pay.

5.9. Fitness Incentive

5.9.1

Employees may work out off-duty at the Department or the City recreation facility at no cost.

5.9.2

Sworn employees who work out off duty at least two (2) times per week during each fourteen (14) day pay period will receive fitness incentive pay in the amount of twenty-seven dollars and fifty-cents (\$27.50) per pay period.

6. Speciality Pays

6.1 K-9 Officer Compensation

The City and the Association have determined that the amount of compensable off-duty working time attributable to the routine care of a City owned canine (K-9), including but not limited to, the handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and ordinary transport to the veterinarian is thirty (30) minutes per day, seven (7) days per week. This determination is the result of a good faith estimate by the City and the Association and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The compensation for additional off-duty time shall be paid at the rate of time and one-half (1.5) their regular rate of pay. Officers assigned to K-9 duty shall be entitled to K-9 Officer compensation during periods of training up to three (3) months prior to the dog actually being certified for service.

6.1.1.

In addition to the K-9 compensation described in Section 6.1, above, assigned K-9 officers will be reimbursed for the purchase of dog food and grooming supplies, which have been pre-approved by the Lieutenant over the K-9 Program. Training expenses for all mandatory training, replacement of Police Department owned equipment provided for use in the K-9 program and all veterinary expenses incurred as the result of a service related injury or illness, including routine examinations and vaccinations, shall be paid by the Department. Any additional medical expenses may be paid by the City at the discretion of the Chief of Police.

6.1.2.

No employee shall work more than thirty (30) minutes per day in the performance of off-duty K-9 Officer tasks without the express direction of the K-9 Sergeant or Lieutenant over the K-9 Program. All extraordinary work involving the canine will be compensated at the rate of time and one-half (1.5) their regular rate of pay. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in

work time beyond that which is authorized in Section 6.1. Absent exigent circumstances, all such overtime must be authorized, in advance, by the K-9 Sergeant or Lieutenant over the K-9 Program.

6.1.3

In the event a City-owned canine is permanently retired by the Department, the most recent handler shall have the option to purchase the canine from the City for one dollar (\$1.00). In the event the canine had more than one handler, and the most recent handler chooses not to purchase the canine, the next most recent handler of the canine shall have the option to purchase the retired canine. The purchase of the dog shall include an indemnification, and hold harmless agreement by the purchasing officer, releasing the City from any and all liability, including future veterinary care, maintenance, and other costs relating to the canine.

6.2. Field Training Officer, Records Trainer, and Code Enforcement Officer Trainer

6.2.1. Field Training Officer, Records Trainer, and Code Enforcement Officer Trainer

The duties of a Field Training Officer (FTO), Records Trainer, and Code Enforcement Officer Trainer include additional responsibilities and paperwork in order to successfully train and implement the program. A FTO or Records Trainer may also be required to serve in a temporary assignment as an acting supervisor.

6.2.2. Trainer Compensation

Compensation for serving as an FTO, Records Trainer, and Code Enforcement Officer Trainer shall be as follows:

6.2.2.1 Field Training Officer

A FTO shall receive an additional five percent (5%) of their hourly rate of pay. FTOs are expected to perform their FTO duties during their normal tour of duty and will

not receive overtime for FTO duties unless specifically authorized by the Chief of Police.

6.2.2.2 Records Trainer or Code Enforcement Officer Trainer

A Records Trainer or Code Enforcement Officer Trainer, while actually training for the Department shall be compensated an additional five percent (5%) of their hourly rate of pay for every training day. Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Chief of Police or Director of Community Development.

6.2.3. Acting Supervisor

A Records Trainer called upon to act in the capacity of a supervisor will be compensated an additional five percent (5%) of their hourly rate of pay after working one (1) regular work shift in the supervisory capacity. During these periods, the Records Trainer will have the same authority and responsibility as the supervisor they replaced.

6.3 Police Liaison Officer

The duties of the Police Liaison Officer shall involve community outreach and organization in order to identify and resolve issues related to either special persons and/or special group(s).

6.3.1

A Police Officer assigned as a Police Liaison Officer shall receive Police Liaison pay in the amount of five percent (5%) of their hourly rate of pay.

6.4 Bilingual Pay

Employee's possessing and utilizing bilingual skills on duty shall receive bilingual pay in the amount of five percent (5%) of their hourly rate of pay. The number of employees, languages available, and the qualification requirements will be determined by the City.

7. Uniforms

7.1

When hired, an employee shall be directed to the appropriate vendor(s) where they will obtain the required uniforms and/or equipment, which will be paid for by the City directly to the vendor(s). The required uniform and equipment for each classification will be contained in a policy and furnished to the Association on an annual basis. Employees are required to meet Department uniform standards.

7.1.1

Employees who damage their clothing or personal items while working shall be reimbursed according to the provisions of the City Administrative Policy II-E-8.

The City shall provide sworn employees with level three A (3A) soft body armor with trauma plate and replace the body armor when damaged or prior to the manufacturer's expiration date.

7.2 Safety Equipment - Civilian Employees

The City shall make available to on-duty civilian employees such safety equipment as is necessary for the employee's job assignment, which may include, but not be limited to: rain gear, flashlight, radio holder, key holder, and orange safety vest.

8. Education/POST Incentives

Upon verification, employees shall receive two percent (2%) of their hourly rate of pay for an Intermediate POST certificate or an Associate's degree.

-OR-

Upon verification, employees shall receive four percent (4%) of their hourly rate of pay for a Bachelor's degree.

Upon verification, employees shall receive two and one-half percent (2.5%) of their hourly rate of pay for an Advanced POST certificate.

The incentives in this section shall be cumulative and not compounded. The maximum incentive under this section shall be six and one-half percent (6.5%). The issuant date of POST incentives and degrees shall be used for the implementation date of the incentive pay.

9. CalPERS Retirement

9.1. Safety Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Police Safety Members hired prior to October 8, 2011, shall receive the 3% @ 50 formula, highest twelve (12) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 50 enhanced retirement formula. These employees pay four point three two five percent (4.325%) to share in the cost of the 3% @ 50 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Police Safety Members hired between October 8, 2011, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

The CalPERS contract includes Section 20516, Employees Sharing Cost of Additional Benefits. This allows affected employees to share in the cost of the 3% @ 55 enhanced retirement formula. These employees pay four point three-two-five percent (4.325%) to cost share for the 3% @ 55 formula. As applicable, the employee contribution will be made pre-tax.

These Police Safety Members will also pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

New Police Safety Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2.7% @ 57 formula, highest thirty-six (36) months for final compensation determination, the Third Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

These Police Safety Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

9.2 Miscellaneous Members

The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

Miscellaneous Members hired before February 11, 2012, shall receive the 2.5% @ 55 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of eight percent (8%) on a pre-tax basis.

Miscellaneous Members hired between February 11, 2012, and December 31, 2012, or Classic Members, as defined by CalPERS, shall receive the 2% @ 60 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution of seven percent (7%) on a pre-tax basis.

New Miscellaneous Members hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), and are not a rehire who is formerly a classic member, shall receive the 2% @ 62 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit ad Public Service, and the Unused Sick Leave Credit option.

These Miscellaneous Members will pay the entire CalPERS employee contribution as determined by CalPERS on a pre-tax basis.

10. Health and Welfare Benefits

10.1. City Contribution

The City's contribution to the cafeteria plan for employee only will be equal to cover one hundred percent (100%) of the PORAC plan for employee only and the cost of employee only dental and vision; for employee plus one, the cafeteria plan will be an amount equal to eighty-five percent (85%) of the PORAC plan for employee plus one and eighty-five percent (85%) of the employee plus one dental and vision plans; and, for employee plus two or more, the cafeteria plan will be an amount equal to eighty five percent (85%) of the PORAC plan for employee plus two or more and eighty five percent (85%) of the employee plus two or more dental and vision plans.

Employees hired prior to July 1, 2018, who choose not to participate in any of the City's medical plans ("opt out") and show proof of other group health care coverage shall receive an additional four hundred and seventy-five dollars (\$475) per month plus City paid dental/vision up to the family rate depending on coverage selected.

New employees hired on or after July 1, 2018, who opt out will receive four hundred and seventy-five dollars (\$475) and City paid dental/vision at the employee only rate. Employees can purchase up to the family rate with the opt out funds.

10.2. Medical After Retirement

10.2.1 Sworn Employees

Sworn employees hired after June 30, 2014 will receive retiree medical benefits pursuant to the following formula:

- 10 - 14 years of service= 50% of premiums
- 15 - 19 years of service= 75% of premiums
- 20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier and not to exceed one thousand two hundred (\$1,200) dollars per month.

Sworn employees hired after December 31, 2001 will receive retiree medical benefits pursuant to the following formula:

- 10 - 14 years of service= 50% of premiums
- 15 - 19 years of service= 75% of premiums
- 20 or more years of service= 90% of premiums

These premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

This provision, however, will not impact any current retirees or current employees hired before January 1, 2002. These employees will maintain the current medical after retirement benefit levels. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.2

Sworn employees not subject to Section 10.2.1 above will receive retiree medical benefits to be provided through PEHMCA. One hundred percent (100%) of the premiums will be paid,

indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

10.2.3 Civilian Employees

Civilian employees will receive retiree medical benefits pursuant to the following formula:

10-14 years of service = \$50 + 25% of premiums

15-19 years of service = \$75 + 30% of premiums

20 or more years of service = \$100 + 50% of premiums

The premiums will be paid, indexed to the PORAC rate depending on coverage tier selected, not to exceed the level paid to active employees of associated coverage tier.

In all cases, this benefit for civilian employees is not to exceed seventy five percent (75%) of the total premium or seven hundred fifty dollars (\$750), whichever is less. (See the Retiree Health Benefits Information Guide (RHBIG) dated January 2006.) The City agrees not to change the terms and conditions of retiree health benefits contained in the RHBIG without meeting and conferring with the Association.

If, during the term of this agreement, any other recognized employee organization, which is comprised of civilian employees, is provided an enhanced medical after retirement benefit, the civilian employees assigned to the Association shall receive the same enhancement at the same time, in the same manner and at the same cost as the benefit was provided to that recognized employee organization.

10.2.4 Sworn and Civilian Employees first hired on or after July 1, 2018

10.2.4.1

Employees first hired after June 30, 2018, shall receive the following Medical After Retirement Benefits.

The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA). Rehired employees will fall under the medical retirement tier based on original date of hire.

The following contributions shall be made to the employees Retiree Health Savings Account (RHS). After accruing ten (10) continuous years of service with the City, and upon separation from the City, employees may draw from the City contribution in this account. Employees who terminate City service for reasons other than retirement or layoff prior to ten (10) years of continuous service with the City will forfeit any City contribution.

- From zero (0) to five (5) years of service, employees shall receive twenty-five (\$25) per month in to be deposited to the employee's RHS account
- After completion of five (5) years of continuous service with the City, employees shall receive one hundred dollars (\$100.00) per month to be deposited into their RHS account.
- After completion of ten (10) years of continuous service with the City, employees shall receive one hundred and fifty dollars (\$150.00) per month to be deposited into their RHS account.
- After completion of twenty (20) years of continuous service with the City, employees shall receive two hundred dollars (\$200.00) per month to be deposited into their RHS account.

10.2.5 Rehired employees

Rehired employees will fall under the medical retirement tier based on original date of hire.

10.3 Contribution to Unfunded Liability

Employees shall contribute ten dollars (\$10) per month to be used to reduce the unfunded liability for retiree medical.

10.4 ICMA VantageCare

The City shall provide a VantageCare retiree health savings account with ICMA for all employees. The account shall be solely for the bargaining unit and shall allow for employer and employee contributions to the plan. The City shall contribute fifteen dollars (\$15) per pay period on behalf of each employee hired prior to July 1, 2018, to the VantageCare plan. The Association may set or adjust the employee contribution amount annually by November 15, to be effective the first pay period in February of the following year. City contributions shall immediately vest to the employee. The City shall pay the accounting fee as charged by the plan. Employees may withdraw from the plan upon separation from City employment per the requirements of the plan.

10.5 State Disability Insurance

Sworn members of the Association are not in the State Disability Insurance Program. The civilian members of the Association may be removed from the State Disability Insurance Program at the discretion of the Association.

11. Employment Probation

11.1. Probationary Period – Sworn Employees

Sworn employees who possess a POST Basic Certificate upon hire shall receive a probationary period of twelve (12) months. All other sworn employees shall receive a probationary period of eighteen (18) months.

11.2. Probationary Period - Civilian Employees

The probationary period for all civilian employees covered by this agreement shall be twelve (12) months for all new employees.

11.3. Probationary Period - Promotions

All promotions shall be subject to a six (6) month probationary period. During this type of probationary period, employees will continue to be considered regular employees, will accrue seniority, and shall be protected in discharge procedures as other regular employees. If the employee is not recommended for permanent status in such position, they shall be entitled to return to the position from which they were promoted provided they held permanent status in such position and a vacancy exists or one will be created as the result of another employee being promoted. If the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, they shall not be entitled to be restored to the position from which they were promoted.

12. Light/Limited Duty

12.1.

When, due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform their usual duties, the employee may work in a light/limited duty capacity if such work is available in the Department.

12.2.

An employee may work light/limited duty only upon authorization of the employee's attending physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

12.3.

If light/limited duty is available, and the employee is cleared by an attending physician to perform such work, they shall accept light/limited duty. As much as possible, every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which they are assigned for a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the Department.

13. Performance Evaluation

13.1

The Department shall prepare a performance evaluation for each employee at least every six (6) months during the probationary period. The employee performance evaluation on probationary employees shall be submitted by the Department to the Human Resources Division. Unless the Department extends the probationary period or takes action to separate the employee during their probationary period, the probationer shall acquire regular status at the end of the probationary period.

13.2.

After the probationary period, the Department shall prepare a performance evaluation for each employee at least every twelve (12) months based on the prior calendar years' performance. Annual regular employee performance evaluations shall be submitted by the Department to the Human Resources Division.

13.3.

Regular employees in the top step of their salary range shall receive a performance evaluation prior to their annual evaluation date.

13.4.

No performance evaluation shall be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Chief of Police or Director of Community Development, as appropriate. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's evaluation and shall be transmitted to the City's personnel files. The performance evaluation is not subject to appeal through the grievance and/or disciplinary appeal procedures. All employees, however, have a right to meet with the Assistant City Manager to address concerns about their performance evaluation.

14. Sick Leave

14.1. Sick Leave

Sick leave is defined as the absence from duty by an employee because of:

14.1.1.

Their own illness or injury or exposure to a contagious disease which incapacitates such employee from performing their duties.

14.1.2.

Their own medical and dental appointments if not able to schedule during off duty hours.

14.1.3.

Attendance upon a member of their family because of illness, injury, or exposure to contagious disease and when the attendance of such employee is definitely required, provided that the total number of days of sick leave taken pursuant to this Section shall not exceed six (6) days per calendar year.

14.1.4.

As used in this Section, "family" means husband, wife, domestic partner, child, brother, sister, parents, mother-in-law, father-in-law, or grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing "in loco parentis" (refers to a person who has put themselves in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption.)

14.1.5.

The Chief of Police or Director of Community Development, as appropriate, may request a doctor's certificate as proof of necessity for absence in excess of three (3) days in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave. If a pattern has been established where an employee has taken sick leave on certain days of the week (e.g., holidays, last day of the workweek) a doctor's note may be requested.

14.2. Sick Leave Accrual

14.2.1.

Employees shall be entitled to sick leave with pay which shall accrue at the rate of eight (8) hours for each month of service commencing with the date of employment. For purposes of sick leave accrual, employees hired on or before the fifteenth (15th) day of a month shall be

credited with one (1) day sick leave for that month. Employees hired after the fifteenth (15th) day of a month shall have sick leave credited to them beginning the first (1st) day of the following month.

14.2.2.

Upon retirement, layoff, or death, up to one-half (.5) of the value of an employee's accumulated sick leave will be paid to the employee at their separation rate of pay. Employees who retire have the option to choose between a cash-out of up to one-half (.5) of their unused sick leave at their separation rate of pay, with the remaining balance reported to CalPERS as service credit; in lieu of any cash-out, up to one hundred percent (100%) of unused sick leave will be reported to CalPERS as service credit.

14.3. Sick Leave, State Disability Compensation, and Workers' Compensation

14.3.1.

Civilian employees' sick leave will be supplementary to Workers' Compensation or State Disability Compensation benefits and will be paid so that at no time will sick leave and worker's compensation or State Disability Compensation payments combined exceed one hundred percent (100%) of the employee's average earnings for the standard workweek preceding disability.

15. Vacations

15.1. Vacation Accrual

15.1.1

Starting with the first year of employment, employees shall be entitled to ten (10) days or eighty (80) hours of vacation leave with pay. Such vacation leave shall accrue at the rate of ten (10) days or eighty (80) hours per year until such employee has been employed up to five (5) consecutive years.

15.1.2.

Employees who have served continuously for five (5) years shall be entitled to fifteen (15) days or one hundred twenty (120) hours of vacation leave with pay per year up to ten (10) years.

15.1.3.

Employees who have served continuously for ten (10) years shall be entitled to twenty (20) days or one hundred sixty (160) hours of vacation leave with pay per year up to twenty (20) years.

15.1.4.

Employees have served continuously for twenty (20) years or more shall be entitled to twenty-five (25) days or two hundred (200) hours of vacation leave with pay per year.

15.1.5.

A maximum of two hundred forty (240) hours of unused, vested time may be accumulated by an employee. If an employee has twenty (20) or more years of service, the maximum accrual is three hundred (300) hours.

15.2. Vacation Scheduling

15.2.1.

Vacations may be taken as vacation hours are accrued, subject to approval by the Chief of Police or Director of Community Development, as appropriate.

15.2.2.

The time for and scheduling of vacations shall be subject to approval by the Chief of Police or Director of Community Development, as appropriate, and coordinated by the Department with other employees.

15.2.3.

When an employee has submitted a written request for vacation at least thirty (30) days in advance of the dates requested, said request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs of an emergency nature.

15.3. Vacation Pay Upon Termination

Upon leaving employment, an employee shall be cashed out of their accrued vacation at their separation rate of pay.

16. Holidays

16.1. City Holidays

Employees will earn ninety-six (96) hours of holiday time per calendar year (the ten (10) listed holidays in Section 17.1.1 plus two (2) floating holidays) to be used as time off. Employees will be allowed to cash out forty (40) hours of holiday pay annually until December 31, 2020. Holiday time can be taken at any time after it is earned (the pay period in which the holiday occurs or July 1 for floating holidays). Upon separation, employees are not entitled to any payout for unused holiday time (no cash out).

16.1.1. City Holidays

New Year's Day (January 1)

Martin Luther King, Jr.'s Birthday (third Monday in January)

Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (last Thursday in November)
Day After Thanksgiving (last Friday in November)
Christmas Day (December 25)

16.1.2.

Employees shall be entitled to use four (4), four and one-half (4.5), five (5) or six (6) hours¹ floating holiday time either on Christmas Eve or New Year's Eve, subject to scheduling constraints on the Department. If any employee chooses not to exercise this option or schedule constraints preclude it, the employee shall retain the leave time to be used within this fiscal year.

16.1.3.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday. When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

16.1.4.

Public offices of the City shall be closed on the holidays identified in this Section, and shall not necessarily be closed on the State holidays as provided in California Government Code Sections 6700 to 6702.

¹ Entitled to take one-half of their shift, depending upon employee's regular workday of 8, 9, 10 or 12 hours.

16.2. Floating Holidays

16.2.1.

Floating holidays are accrued on a fiscal year basis. An employee appointed during the period from July 1 through December 31 shall be entitled to two (2) floating holidays (sixteen (16) hours) for that fiscal year. An employee appointed during the period from January 1 through March 31 shall be entitled to one (1) floating holiday (eight (8) hours) for the remainder of the fiscal year. An employee appointed during the period from April 1 through June 30 shall not be entitled to any floating holidays for that fiscal year, but shall earn two (2) floating holidays (sixteen (16) hours) at the start of the next fiscal year (July 1).

16.3. Employees Eligible for Holiday Pay

16.3.1.

Employees shall be eligible for holiday pay at their regular rate of pay.

16.4. Compensation for Work on Holidays

16.4.1.

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid overtime compensation at the rate of time and one-half (1.5) their regular rate of pay plus retain the holiday hours to be used within the fiscal year or be compensated for same prior to the fiscal year end.

16.4.2.

If a holiday occurs during the time an employee is on an excused absence without pay, the employee shall not be entitled to receive pay for the holiday.

16.4.3.

When any of the above holidays fall during a regularly scheduled paid leave period, or the employee is on sick leave, the employee will receive holiday time in lieu of being charged the appropriate leave time.

16.4.4.

Should a holiday be observed on an employee's regularly scheduled day off, the employee shall be compensated for eight (8) hours work at their regular rate of pay or may retain the holiday hours to be taken at a later time within the same fiscal year at the employee's choice.

17. Maternity and Paternity Leave

Please see Section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

18. Family and Medical Leave

Please see Section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

19. Bereavement Leave

Please see Section 4.5.8 of the City's Personnel Rules. The City agrees that the terms and conditions of the Bereavement Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

20. Layoffs

20.1 Layoffs

When the City determines that a reduction in staff is necessary, the City shall select the employee(s) to be laid off within that classification. Within the selected classification(s), seniority as defined in Section 1.4.2. shall govern the order of layoff, with the least senior employee being laid off first.

20.2 Bumping Rights

An employee subject to layoff may bump an employee in a previously held lower classification, if that employee has less seniority than the laid off employee. An employee exercising their bumping rights shall notify the department head or designee within seven (7) days after receiving the layoff notification.

20.3 Layoff Notification

When the City determines that layoffs are to occur, the Department should give as much notice as possible, but no less than thirty (30) calendar days written notice of the layoff.

20.4 Reemployment

An employee laid off shall be reinstated in the reverse order of layoffs for a period of one (1) year from the date of their layoff. Employees shall have seven (7) calendar days to respond in writing to offers of reemployment. If the employee fails to respond to two (2) separate offers of reemployment they shall be deemed to have waived their right to reinstatement.

21. Training

The Department recognizes the value of continued training in obtaining the goals of professionalism in the Department and reducing the liability to the City and will make every effort to provide training to employees in the bargaining unit.

22. Grievance Procedure

22.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

22.2. Definition of Grievance

A grievance is a complaint of one or a group of employees or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of the MOU or any applicable rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the MOU.

22.3. Formal Grievance Procedure

22.3.1. Level I

Within thirty (30) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance. Within fifteen (15) days of the receipt of the written grievance, the Chief of Police or Director of Community Development, as appropriate, shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant.

22.3.2. Level II

If the grievant is not satisfied with the written answer from the Chief of Police or Director of Community Development, as appropriate, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager. Within twenty (20) days of the receipt of

the written appeal, the City Manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.3.3. Level III

If the grievant is not satisfied by the decision made by the City Manager, they may within fifteen (15) days of the receipt of the response from the City Manager request a hearing before an arbitrator. The hearing before the arbitrator shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the date of the hearing at least fifteen (15) days prior to the hearing.

Grievance arbitrations shall be conducted according to the rules of arbitration for disciplinary matters as defined in the Personnel Rules, including selection of the arbitrator and rules of procedure.

22.3.4. Level IV

The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the arbitrator shall be final and binding.

22.4 Automatic Advances

If, at any step in the grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority as designated in the grievance procedure who does have the authority to respond.

22.5. Costs of Grievance Arbitration

The cost of the arbitration, including the arbitrator's fee, shall be shared equally by the employee and the City.

22.6. Time Limits

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

23. Disciplinary Procedure

23.1. Purpose

23.1.1.

To provide employee subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal Law.

23.1.2.

To provide an orderly procedure for notice, pre-action response hearing, and a formal hearing on appeal after disciplinary action.

23.1.3.

To provide sworn employees with the opportunity for administrative appeal pursuant to the California Government Code section 3300, et seq.

23.1.4.

To provide civilian employees with the opportunity for administrative appeal.

23.1.5.

To correct deficiencies in employee performance and to assure improvement to meet job standards.

23.2. Employee Representation

23.2.1.

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

23.3. Definitions

23.3.1. Non-Disciplinary Corrective Actions

Corrective measures of a non-disciplinary nature taken by the Chief of Police or Director of Community Development, as appropriate, or an immediate supervisor including counseling and training sessions, documented oral counseling sessions and oral reprimands.

23.3.2 Disciplinary Actions

Actions taken by the Department that could result in discharge, demotion, reduction in pay as a punitive action, suspension from duty without pay, written reprimand or transfer for the purposes of punishment.

23.3.3. Response Meeting

An informal meeting in which the employee has the opportunity to respond to charges prior to action.

23.3.4. Hearing

A formal hearing held following an appeal of an employee of action taken by the Chief of Police or Director of Community Development, as appropriate.

23.3.5. Notice

Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

23.4. Time Limits

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary.

23.5. Exclusive Procedure

This procedure shall be the exclusive procedure for appealing disciplinary actions against employees. For sworn employees, nothing in this section is intended to provide a lesser remedy than that which is available pursuant to the Peace Officer Bill of Rights.

23.6. Non-Disciplinary Corrective Actions

When the Chief of Police or Director of Community Development, as appropriate, determines more severe action is not necessary, they may orally or in writing communicate to the employee the deficiency or problem observed. The communications may be designated as counseling and training sessions, documented oral counseling sessions or oral reprimands. Although considered non-disciplinary in nature, a failure to correct identified deficiencies may lead to disciplinary action. The disciplinary action may reference any and all prior attempts of the supervisor or Chief of Police or Director of Community Development, as appropriate, to correct the employee's deficiency.

23.6.1.

Non-Disciplinary Corrective Actions are excluded from the appeal procedure for disciplinary actions.

23.7 Written Reprimands

A Written Reprimand may be issued by the Chief of Police or Director of Community Development, as appropriate, or, by an immediate supervisor.

23.7.1

A copy of the reprimand shall be placed in the employee's personnel file after the employee signs an acknowledgment of receipt and a copy is given to the employee. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge.

23.7.2.

In the event that an employee is issued a written reprimand, the Department need not provide pre-disciplinary notice.

23.7.3.

A written reprimand issued by a supervisor shall be appealable only to the Chief of Police or Director of Community Development, as appropriate. A written reprimand issued by the Chief of Police or Director of Community Development, as appropriate, shall be appealable only to the City Manager. The appeal shall be made in writing and provided to the appropriate party within ten (10) days of the receipt of the written reprimand. Appeal of written reprimands are excluded from the below appeal procedure for disciplinary actions.

23.8. Notice

23.8.1.

The employee shall be given written notice of a proposed disciplinary action as herein defined, except written reprimand, seven (7) days in advance of the date of the response meeting.

23.8.2.

An employee may be placed on administrative leave with pay or temporarily reassigned without loss of pay pending investigation regarding the facts giving rise to the potential need for discipline.

23.8.3.

Prior to a disciplinary action, other than written reprimand, the City shall provide the employee with the following:

- a. The reasons for the proposed action.
- b. A copy of the charges and recommended action.
- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative which may be an attorney, at the meeting with the Chief of Police or Director of Community Development, as appropriate.
- d. The date and the time of the response meeting with the Chief of Police or Director of Community Development, as appropriate, during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if the employee fails to participate in the response meeting, the Chief of Police or Director of Community Development, as appropriate, may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

23.8.4.

The notice shall be accompanied by copies of all material on which the charges and recommendations are based. If the materials are too voluminous to copy easily or are confidential within the Public Records Act, the City shall provide a description of the materials and/or a reasonable opportunity will be given to inspect, summarize or make copies.

- a. The employee or authorized Association representative may copy and inspect their personnel file.
- b. The employee or authorized Association representative may copy and inspect only the parts of other City records which the employee generated in their job, unless the Chief of Police or Director of Community Development, as appropriate, orders broader discovery.

23.9. Response Meeting

23.9.1.

At the time and place set for the meeting giving employee opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative.

23.9.2.

Neither the Chief of Police or Director of Community Development, as appropriate, nor the employee shall be entitled to call witnesses or take testimony.

23.9.3.

At the meeting, the Chief of Police or Director of Community Development, as appropriate, may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his representative.

23.9.4.

No new charges shall be introduced at the response meeting. If new information relating to new charges is proposed or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

23.9.5.

At the conclusion of the response meeting or within seven (7) days, the Chief of Police or Director of Community Development, as appropriate, shall issue an order, taking or determining not to take the action, and shall give written notice thereof to the employee, along with an explanation of the basis of the action and notice of the employee's right to appeal.

23.10. Appeal

23.10.1.

If an employee has requested and participated in a response meeting with the Chief of Police or Director of Community Development, as appropriate, as set forth above, the employee shall have the right to a hearing before an arbitrator as provided in this Section.

23.10.2.

No employee shall be penalized in any way for availing themselves of or participating in the appeal process.

23.10.3.

Filing of an appeal shall not stay the effective date of the order of disciplinary action.

23.10.4.

A written demand for an appeal and hearing must be served on the City Manager by the employee or their representative within ten (10) days of receipt of the Chief of Police's or Director of Community Development's order of disciplinary action.

23.10.5.

The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

23.10.6.

The demand for hearing shall include:

- a. Specific grounds for review.
- b. Copies of materials on which appeal is based, or if too voluminous, references to materials in the custody of the City.

23.10.7.

The City Manager shall within ten (10) days of receipt of the demand request a date for a hearing which shall be held as soon as possible after the date of the demand for hearing.

23.10.8.

The City Manager shall notify the parties in writing of the time and place of the hearing at least fourteen (14) days prior to the hearing.

23.10.9.

An appeal through this procedure is the exclusive remedy and no such action shall be processed through the grievance procedure under any agreement or memorandum between the City and any employee organization.

23.10.10.

By three (3) days prior to the hearing, each party shall serve a list of witnesses and copies of all exhibits not previously provided on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to reasonable continuance at the discretion of the arbitrator. If new allegations are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the arbitrator.

23.11 Hearing

23.11.1.

The hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the rights to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

23.11.2.

The arbitrator will operate under the rules of proceedings developed by the City and the Association, unless such rules are in conflict with this Section, or the parties to this Agreement mutually agree to revise the rules of proceedings for cases falling under the jurisdiction of this agreement.

23.11.3.

Within thirty (30) days of the conclusion of the hearing, the arbitrator shall render a written decision, which shall be provided to both parties. The decision of the Arbitrator shall be final.

23.12. Arbitrator Selection

23.12.1.

The following procedure shall be used to select, notify, and schedule a hearing to be conducted by an impartial hearing officer under either the grievance procedure (Level IV or V) or the disciplinary appeals procedure for disciplinary actions.

23.12.2.

An arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon an arbitrator within ten (10) working days, the Division of Conciliation of the State of California Department of Industrial Relations shall be requested to submit a list of five (5) arbitrators, and from such the grievant and the City shall promptly select the arbitrator by the alternate striking of names commencing with the employee, from said list.

23.12.3.

Upon receipt of the name of the selected hearing officer, the City Manager shall contact the arbitrator and arrange for the earliest hearing date available with regard to the schedules of the neutral and parties' advocates. Should the neutral's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

23.12.4.

The cost of arbitration, including the arbitrator's fee and cost of a reporter, shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

23.13. Probationary Employee

Nothing in this Section shall create a right of appeal as to the discharge of a probationary employee.

24. No Strikes/No Lockout

24.1

No lockout of employees shall be instituted by the City during the terms of the MOU.

24.2

The Association agrees that during the terms of the MOU neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest a strike, work stoppage, slow down, mass resignation, sick out, strike picketing, or other concerted activities or actions tending to disrupt City services or involve suspension or substantial interference with the normal work of the City.

24.3

In the event that Association members participate in such activities in violation of Section 24.2, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

24.4

In the event that the Association, its representative, or any member of its executive board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 25.2, the City reserves the right to take whatever action is deemed necessary and legal.

25. General Provision

25.1. Integration

This MOU constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in the MOU or not.

25.2 Prior Agreements

It is agreed that the terms and conditions of the MOU itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this MOU shall supersede all earlier proposals, conversations, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this MOU.

25.3. Other Matters

The parties agree that no agreement was reached on other matters discussed and that the City is not obligated to make any changes or take any action regarding them. The City reserves the right to make organizational changes with notice to the Association.

25.4. Alteration

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

25.5. Severability

If any provision of the MOU is determined to be invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of such provision is restrained by any tribunal, the remainder of this MOU shall not be affected thereby. If any portion of this MOU is so held to be invalid, or if compliance with any provision is restrained, the City is authorized to take immediate action to achieve compliance with the laws, provided that the City shall give notice to the Association prior to such action and the City shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

25.6. Implementation

The City Council will amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this MOU. The provisions of the MOU, except as provided herein, shall be superseded by City ordinances and resolutions currently in effect for the term of this MOU to the extent that they are inconsistent with the provisions of the MOU.

25.7. Term

Except as set forth in this document, the MOU shall become effective July 1, 2017, following ratification by the Association and adoption by the City Council and shall remain in full force and effect to and including December 31, 2020. The parties agree to begin bargaining for a successor MOU by October 31, 2020.

The economic components in Sections 5.2.1 Salary Adjustment and 5.2.4 Longevity are contingent upon the successful passage of the November 2018 tax measure. Should the tax measure fail, all increases after November 3, 2018, in the above referenced sections shall be voided and the contract will expire on December 31, 2019. The parties agree to begin bargaining for a successor MOU by October 31, 2019, should the November 2018 tax measure fail.

25.8 Waiver

The waiver by the City or any of its officers or employees or the failure of the City or any of its officers or employees to take action with respect to, any right conferred by, or any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such a term, covenant, or condition or subsequent breach of the same, or of any other term, covenant, or condition of this agreement.

25.9. Meetings

During the term of this agreement the City agrees to meet with the representatives of the Association at least bi-annually to discuss areas of mutual concern.

Dated: _____

Christopher Cabaldon, Mayor
City of West Sacramento

Greg Lang, President
West Sacramento Police Officers'
Association

Michael Jarvis, Labor Consultant
Mastagni Law

ATTACHMENT A**SALARY SCHEDULE****Salary Effective July 1, 2018 For Employees Hired Before July 1, 2018:**

Position	New A	New B	New C	New D	New E
<u>Effective 7/1/18</u>					
Code Enforcement Officer I	4125	4331	4548	4775	5014
Code Enforcement Officer II	4559	4787	5026	5277	5541
Code Enforcement Officer, Senior	5036	5288	5552	5830	6122
Community Services Officer I	3375	3544	3721	3907	4102
Community Services Officer II	3720	3906	4101	4306	4521
Crime Scene Investigator I	4030	4232	4444	4666	4899
Crime Scene Investigator II	4482	4706	4941	5188	5447
Crime Scene Investigator III	4900	5145	5402	5672	5956
Police Records Technician	3594	3774	3963	4161	4369
Police Services Coordinator	4100	4305	4520	4746	4983
Property & Evidence Technician I	3792	3982	4181	4390	4609
Property & Evidence Technician II	4171	4380	4599	4829	5070
Police Officer	5832	6124	6430	6751	7089
Police Sergeant	7151	7509	7884	8278	8692

Salary Effective July 1, 2018 For Employees Hired After June 30, 2018:

Position	New A	New B	New C	New D	New E	New F	New G	New H	New I
<u>Effective 7/1/2018</u>									
Code Enforcement Officer I	4116	4219	4324	4432	4543	4657	4773	4892	5014
Code Enforcement Officer II	4548	4662	4779	4898	5020	5145	5274	5406	5541
Code Enforcement Officer, Senior	5024	5150	5279	5411	5546	5685	5827	5973	6122
Community Services Officer I	3367	3451	3537	3625	3716	3809	3904	4002	4102
Community Services Officer II	3711	3804	3899	3996	4096	4198	4303	4411	4521
Crime Scene Investigator I	4020	4121	4224	4330	4438	4549	4663	4780	4899
Crime Scene Investigator II	4471	4583	4698	4815	4935	5058	5184	5314	5447
Crime Scene Investigator III	4889	5011	5136	5264	5396	5531	5669	5811	5956
Police Records Technician	3585	3675	3767	3861	3958	4057	4158	4262	4369
Police Services Coordinator	4089	4191	4296	4403	4513	4626	4742	4861	4983
Property & Evidence Technician I	3783	3878	3975	4074	4176	4280	4387	4497	4609
Property & Evidence Technician II	4160	4264	4371	4480	4592	4707	4825	4946	5070
Police Officer	5817	5962	6111	6264	6421	6582	6747	6916	7089
Police Sergeant	7134	7312	7495	7682	7874	8071	8273	8480	8692