

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GROVER BEACH AND
THE GROVER BEACH POLICE OFFICERS' ASSOCIATION
JULY 1, 2007 THROUGH JUNE 30, 2010**

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ARTICLE I - GENERAL PROVISIONS

We, the undersigned, duly appointed representatives of the City of Grover Beach (hereinafter "City") and the Grover Beach Police Officers' Association (hereinafter "Association"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Miliias-Brown Act, and having agreed on certain recommendations to be submitted to the City Council, do hereby prepare and execute the following written Memorandum of Understanding (hereinafter "MOU").

ARTICLE II - COMPENSATION

1. Base Pay. Employees occupying classes represented by the Association shall earn Base Pay within the ranges established by the salary schedule attached to this MOU as Exhibit A and incorporated by reference in full herein. This schedule shall be used by the City to establish an employee's exact Base Pay and base hourly rate of pay.
2. Regular Pay. An employee's Regular Pay shall include the Base Pay, plus any of the following: Detective Assignment Pay, Senior Police Officer Assignment Pay, Educational Incentive Pay, Longevity Pay, Night-Shift Differential, and Bilingual Pay. Regular Pay shall not include Standby Pay, Call-Back Pay, Call-In Pay, Court Call-Back Pay, Court Standby Pay, Training Attendance Pay, Watch Commander Assignment Pay, Field Training Officer Assignment Pay, Dispatch Training Assignment Pay, Overtime Pay, or Uniform Allowance.
3. Standby Pay. An employee shall receive Standby Pay when the employee is assigned by the Police Chief or his/her designee to be ready to respond immediately and to be accessible by telephone or other communication equipment to a request for emergency service.
 - a. Employees assigned to standby shall earn Standby Pay in an amount equal to one hour of Regular Pay for every eight hours on standby with a minimum amount equal to one-half hour of Regular Pay guaranteed. Employees assigned to standby for fewer than eight hours shall earn pay on a one-to-eight ratio. For example, an employee who is assigned standby for six hours shall be paid an amount equal to 45 minutes of Regular Pay.
 - b. The issuance of a pager does not necessarily constitute a standby assignment. An employee interested in the opportunity to work in an overtime assignment may be issued a pager. Unless specifically placed in a standby status by the Police Chief or his/her designee, the employee will not be eligible for Standby Pay. Should an

employee be called in after answering a page, the employee will then be eligible for Call-In Pay.

4. Court Pay

- a. Court Call-Back Pay. When an employee is off duty and appears in court, such employee shall receive a minimum of two hours of Overtime Pay as defined in Subsections 8(a) and 8(b) of this Article. Such employee shall be compensated at the Overtime Pay rate for all hours which such employee is actually in court in excess of the two-hour minimum.
- b. Court Standby. Employees subpoenaed are to be considered on court standby. If an employee is subpoenaed to appear in court while off duty, and the employee receives notice of cancellation of the subpoena more than 24 hours before the time for appearance, the employee shall not be eligible for court standby. If the employee receives notice of the cancellation fewer than 24 hours prior to the time for the noticed court appearance, the employee will earn Court Standby Pay in an amount equal to two hours of Regular Pay.

5. Call-Back Pay. When the employee is ordered to return to work after the employee has completed the employee's usual work shift, and has left the work site, the employee shall earn Call-Back Pay. An employee who has been called back shall earn Call-Back Pay in an amount equal to a minimum of three hours of Regular Pay.

6. Call-In Pay. When an employee is ordered, without prior reasonable notice, to start work prior to the employee's usual shift, the employee will receive Call-In Pay in an amount equal to Overtime Pay for hours worked in excess of the usual shift.

7. Training Attendance Pay. Except as provided in 8.c. below, or in Article III, employees attending approved training sessions shall earn Regular Pay if the training is held during the employee's usual work shift. Employees attending approved training sessions shall earn Training Attendance Pay in an amount equal to Overtime Pay when training is mandatory and the employee attends during a period of time when the employee would have otherwise been off duty. The minimum Training Attendance Pay shall be three hours, provided that the training session does not occur immediately before, during or immediately after the employee's usual work shift.

8. Overtime Pay.

- a. Except as provided in c. below, sworn employees shall earn Overtime Pay for authorized hours worked in excess of 80 hours during a 14-day work period. Overtime Pay shall be earned at one and one-half times the employee's Regular Pay. For purposes of determining overtime pay, the use of accrued vacation time and Compensatory Time Off shall be considered as hours worked. No other paid or unpaid time off shall be so considered.

- b. Except as provided in c. below, non-sworn support personnel shall earn Overtime Pay for authorized time worked in excess of 80 hours during a 14-day work period, or for all hours worked in excess of 12 hours in one workday, or for all hours worked in excess of 56 hours in a seven-day period, whichever is most beneficial to the employee. Overtime Pay shall be earned at one and one-half times the employee's Regular Pay.
- c. Compensatory Time Off (hereinafter "CTO") shall be earned at the overtime rate of one and one-half times the number of overtime hours worked. The maximum CTO accrual for all represented sworn and non-sworn employees shall be 80 hours.
- d. The use of CTO must be approved in writing by the Police Chief or his/her designee at least 72 hours in advance. Such approval shall not be unreasonably withheld. The Police Chief, in his/her sole discretion, may waive the 72-hour requirement, provided that adequate coverage can be maintained without having to pay overtime to any other employee.

9. Education Incentive Pay.

- a. Education Incentive Pay shall be earned only for a POST certificate or a college degree which enhances the employee's ability to effectively perform his/her duties with the City. No employee will be eligible for Education Incentive Pay until completion of continuous service of at least six months with the City.
- b. Education Incentive Pay is only available if the POST certificate or college degree certifies educational attainment greater than that which is required as a pre-requisite to appointment to the employee's current class.
- c. An eligible employee shall request Education Incentive Pay on a form approved by the City Manager. If the City Manager approves the request, Education Incentive Pay shall increase the employee's Regular Pay as follows: Associate's Degree or Intermediate POST Certificate, 2.5%; Bachelor's Degree or Advanced POST Certificate, 5.0%; Master's Degree, 7.5%.
- d. The education incentives provided for in Subsection 9(c) of this Article are not cumulative. In no instance shall Education Incentive Pay increase Regular Pay by more than 7.5%.

10. Special Duty Pay.

- a. Field Training Officer Assignment Pay. During the period of time that a Police Officer is temporarily assigned as a field training officer, the employee shall receive Field Training Officer Assignment Pay in an amount equal to 5.0% of

Regular Pay. Before Field Training Officer Assignment Pay is granted, the approval of the City Manager must be received.

- b. Dispatch Training Assignment Pay. During the period of time that an employee is assigned to conduct dispatch training, the employee shall receive Dispatch Training Assignment Pay in an amount equal to \$2.00 per hour.
 - c. Detective Assignment Pay. During the period of time that an employee is assigned to serve as a Detective, the employee shall receive Detective Assignment Pay in an amount equal to 5.0% of Regular Pay. The Parties agree that this increase is in recognition of the added responsibilities of this assignment, as well as to compensate employees so assigned for being on an on-call status on a rotating basis.
 - d. Watch Commander Assignment Pay. During the period of time that a Police Officer is temporarily assigned as Acting Watch Commander, the employee shall receive Watch Commander Assignment Pay in an amount equal to \$1.00 per hour.
 - e. Senior Police Officer Assignment Pay. Senior Police Officer is an assignment, not a permanent promotional position in a higher class. At present, the number of assignments is limited to four, including the incumbent. Continuation in the assignment is based on an annual evaluation rating of "Meets Satisfactory Performance Standards". The job specification shall reflect such an assignment and the duties for the assignment. Officers assigned as Senior Police Officer shall receive an additional 5% of Regular Pay during the assignment. Notwithstanding item d., above, if assigned as a Watch Commander during a shift, a Senior Police Officer shall not receive an additional \$1.00/hour above the assignment pay as Senior Police Officer. A Senior Police Officer is not a Detective; if the Officer is assigned as a Detective, the assignment as Senior Police Officer ceases, as does the 5% assignment pay as Senior Police Officer. Senior Police Officers will not be assigned as Motor Officers. The current incumbent in the class of Senior Police Officer/Corporal will maintain status in the class, and the terms and conditions of appointment at the time of promotion shall continue to apply for the incumbent; however, if the incumbent leaves the position (due to promotion, retirement, etc.), it reverts to an assignment as provided above.
11. Bilingual Pay. An employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City, shall be paid \$60.00 per month upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. A certified employee shall request Bilingual Pay on a form approved by the City Manager.
12. FLSA Compliance. The City agrees that overtime compensation shall be based on the regular rate of pay in accordance with the Fair Labor Standards Act (hereinafter

“FLSA”), and this MOU will be otherwise interpreted and applied in compliance with the FLSA.

13. Payroll Deductions. The City hereby agrees to arrange for payroll deductions when requested by an employee for various items, as long as such programs are available through the City. Such payroll deductions shall include at least the following: deferred compensation, credit union, Association dues, additional life insurance, accident insurance, cancer insurance, long-term care insurance, short-term disability insurance, and United Way, as well as state disability insurance as provided in Article IV, Section 5 of this MOU.
14. Longevity Pay. All employees covered by this MOU shall be eligible for Longevity Pay in an amount equal to 5.0 % of Regular Pay after five consecutive years of service with the City. In order to retain eligibility, employees shall maintain a minimum standard of satisfactory performance.
15. Holiday Pay. Except as provided in Article III, Subsection 4.c., employees in job classes covered by this MOU shall receive Holiday Pay in a dollar amount equal to 4.0 hours per work period in lieu of taking City Holidays off with pay.
16. Night-Shift Differential. Effective October 1, 2007, non-sworn employees in this unit assigned to dispatch shall receive an additional \$0.65 per hour for each hour worked between the hours of 5:00 p.m. and 7:00 a.m.
17. One-Time Payment in Lieu of Retroactivity. The City shall pay to employees in this unit as of September 30, 2007, as part of its regular payroll within 30 days of the final approval of this MOU, a one-time payment equal to the sum of:
 - a. For non-sworn employees, 3% of Regular Pay earned by each employee between July 1, 2007, and September 30, 2007; and,
 - b. For all employees, \$96 if the employee has only one dependent enrolled in the City's health benefits plan; or \$180 if the employee's family (two or more dependents) is enrolled in the City's health benefits plan, between July 1 and September 30, 2007. If an employee's dependents are enrolled in the City health plan for less than the three month period between July 1, and September 30, the payments shall be prorated.

ARTICLE III - WORK PERIOD

1. Sworn Employees' Work Period. Pursuant to the 7(k) exemption of the FLSA, the customary work period for sworn employees shall consist of 80 hours over 14 days commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday 14 days later, but shall not exceed 1,040 hours in a 26-week period.

2. Sworn Employees' Alternative Work Schedule.

- a. Except as provided in Subsections 2(d) and 2(e) of this Article, all sworn employees covered by this MOU shall be assigned to work an Alternative Work Schedule known as a 3/12 AWS. The 3/12 AWS work period consists of three twelve-hour days worked consecutively in one week, as well as three twelve-hour days and one Payback Shift worked consecutively in the alternate week. Except as provided in Subsection 2(c) of this Article, the Payback Shift shall be a period of eight hours and shall be worked the day before or the day after the three consecutive twelve-hour workdays, or within the period of four consecutive workdays. The Payback Shift shall be worked within the employee's normally scheduled watch hours. Adjustments may be made at the request of the employee, with the Department's consent, or for occasional special activities, events, or programs at the Department's request, with the consent of the employee, or employees, affected.
- b. The AWS for sworn patrol officers shall include a Day Watch, a Night Watch and, if staffing allows, a Cover Watch. The Day Watch shall commence at 0700 hours and end at 1900 hours. The Night Watch shall commence at 1900 hours and end at 0700 hrs. The Cover Watch shall commence at 1500 hours and end at 0300 hours. Adjustments may be made at the request of the employee, with the Department's consent, or for occasional special activities, events, or programs at the Department's request, with the consent of the employee, or employees, affected.
- c. Fifteen minutes prior to the start time for the subsequent watch, the oncoming Watch Commander shall attend a pass-down briefing provided by the Watch Commander whose watch is ending. Watch Commanders who regularly participate in pass-down briefings shall receive an offset credit for hours worked in the form of a Watch Commander Payback Shift. The Watch Commander Payback Shift shall be for a period of six and one-half hours and shall otherwise be consistent with Subsection 2(a) of this Article. The Parties agree that the intent of this section is to avoid the payment of overtime to the oncoming Watch Commander for the pass-down briefing.
- d. Motorcycle Traffic Officer(s) shall be assigned to work an Alternative Work Schedule known as a 4/10 AWS. The 4/10 AWS workweek consists of four ten-hour days worked consecutively. One hour per week may be used to maintain the motorcycle. The motorcycle may be home garaged as long as it is within San Luis Obispo County. The assigned shift start times shall remain flexible to meet the needs of the Department. The Motorcycle Traffic Officer(s) may be assigned to work an Alternative Work Schedule known as a 3/12 AWS as described above, subject to the needs of the Department and authorization by the Chief of Police.
- e. Detectives shall be assigned to work an Alternative Work Schedule known as a

4/10 AWS. The 4/10 AWS workweek consists of four ten-hour days worked consecutively. Normally, the assigned shift hours shall be from 0800 hours until 1800 hours. A Detective may be assigned to a four-day shift which runs either Monday through Thursday, or Tuesday through Friday. Adjustments may be made at the request of the employee, with the Department's consent, or for occasional special activities, events, or programs at the Department's request, with the consent of the employee, or employees, affected.

- f. In order to minimize overtime, all sworn employees (regardless of which AWS they may be working under) assigned to training may have their work schedules modified with notice given fourteen days in advance of the modification. Affected employees further recognize that their work schedule may be modified to a 5/8 work schedule or a 9/80 work schedule while attending training. Modified work schedules would be for minimum periods of one week. Days off may not be split without the consent of the employee.
3. Non-Sworn Employees' Work Period. Pursuant to the 7(k) exemption of the FLSA, the customary work period for non-sworn employees shall consist of 80 hours over 14 days commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday 14 days later, but not to exceed 1,040 hours in a 26-week period.
 4. Non-Sworn Employees' Alternative Work Schedule.
 - a. All non-sworn employees in the job classifications of Communications/Records Technician, Lead Communications/Records Technician and Communications/Records Supervisor shall be assigned to work an Alternative Work Schedule known as a 4/10 AWS. The 4/10 AWS workweek consists of four ten-hour days worked consecutively.
 - b. The AWS for Communications/Records Technicians, Lead Communications/Records Technician and Communications/Records Supervisor shall include a Day Shift, a Swing Shift, a Mid-Shift, and a Cover Shift. The Day Shift shall commence at 0700 hours and end at 1700 hours. The Swing Shift shall commence at 1600 hours and end at 0200 hours. The Mid-Shift shall commence at 2130 hours and end at 0730 hours. The Cover Shift shall commence at 1130 hours and end at 2130 hours. Adjustments may be made at the request of the employee, with the Department's consent, or for occasional special activities, events, or programs at the Department's request, with the consent of the employee, or employees, affected.
 - c. All non-sworn employees in the classes of Records/Property Technician and Records/Property Supervisor shall be assigned to work an Alternative Work Schedule known as a 9/80 AWS. The 9/80 work period shall consist of five workdays (Monday through Friday) in one week and four workdays (Monday through Thursday) in the alternate week. The Records/Property Technician shall

not receive Acting Pay as a result of the implementation of the 9/80 AWS. Acting Pay would be provided consistent with Subsection II (B) (3) (f) of the City's *Personnel Regulations*. Each workday shall be for a period of 8 hours and 53 minutes. The workweeks of the incumbents in these classes shall be scheduled so that the incumbents alternate their Fridays off. The break periods and one-half hour lunch period shall be included in normal work hours as Regular Pay. In lieu of Holiday Pay, employees in these classes shall be entitled to accrue 104 hours per year (4.0 hours per work period) in Holiday hours. Employees may request to take Holidays off, and may use Vacation Leave or Holiday hours for that purpose with prior approval of the appropriate supervisor.

- d. In order to minimize overtime, all non-sworn employees (regardless of which AWS they may be working under) assigned to training may have their work schedules modified with notice given fourteen days in advance of the modification. Affected employees further recognize that their work schedules may be modified to a 5/8 work schedule or a 9/80 work schedule while attending training. Modified work schedules would be for minimum periods of one week. Days off may not be split without the consent of the employee. Should the available staffing level for Communications/Records Technician, Lead Communications/Records Technician, and Communication/Records Supervisor fall below five (5) due to vacancies or long term absence (more than two pay periods), the City may, at its discretion, modify the dispatch work schedule to a 5/8 schedule or a 9/80 work schedule to meet the needs of the organization and to provide adequate service to the community while reducing potential overtime.

ARTICLE IV - BENEFITS

1. Health Insurance. The City shall provide health insurance benefits, which will include medical, dental, and vision coverage consistent with Subsections 1(a) and 1(b) of this Article.
 - a. The City shall pay the employees' portion of the health insurance costs for health insurance plans offered by the City during the term of this MOU.
 - b. The City shall contribute, on a monthly basis, up to a maximum of the amounts displayed in the following table toward the cost of dependent care coverage for health insurance:

<u>Coverage Period</u>	<u>Type of Coverage</u>	<u>Maximum City Contribution</u>
October 1, 2007- June 30, 2008	Employee + One Dependent Family	\$339.00 \$545.00

July 1, 2008-	Employee + One Dependent	\$361.00
June 30, 2009	Family	\$605.00
July 1, 2009 –	Employee + One Dependent	\$393.00
June 30, 2010	Family	\$665.00

(See Exhibit B for 2007-08 health care rates and contributions.).

2. Life Insurance. The City shall pay for group life insurance coverage in the amount of \$40,000 for all employees.
3. Long-Term Disability Insurance. The City shall pay for long-term disability insurance for all full-time employees. Long-term disability insurance payments shall be available only after a 90-day waiting period after the onset of the covered illness or date of injury.
4. Medicare. Employees shall participate in the federal program of Medicare, and shall pay those premiums required by law, which the City shall deduct from the employees' pay.
5. State Disability Insurance. The City will deduct from the employees' pay the premiums necessary to provide state disability insurance coverage to members of the Association.
6. Vacation Leave Accrual. Employees shall accrue Vacation Leave as follows:

Up to 5 years of service.....	10 days Vacation Leave per year
Over 5 years and up to 8 years of service.....	15 days Vacation Leave per year
Over 8 years and up to 10 years of service.....	17 days Vacation Leave per year
Over 10 years and up to 12 years of service.....	18 days Vacation Leave per year
Over 12 years and up to 15 years of service.....	19 days Vacation Leave per year
Over 15 years of service.....	20 days Vacation Leave per year

Employees accrue Vacation Leave on a bi-weekly basis in conformance with the table set forth above. Employees do not accrue Vacation Leave while on a leave of absence without pay.
7. Vacation Leave Usage. Employees are eligible to use accumulated Vacation Leave upon accrual. Vacation Leave must be approved in writing by the Police Chief or his/her designee at least 72 hours in advance. Such approval shall not be unreasonably withheld. The Police Chief, in his/her sole discretion, may waive the 72-hour requirement, provided that adequate coverage can be maintained without having to pay overtime to any other employee.
8. Maximum Vacation Leave Accumulation.
 - a. Employees with fewer than five years of service may accumulate Vacation Leave up to twenty days. Employees with at least five years but not more than ten years

of service may accumulate up to twenty-five days of Vacation Leave. Employees with over ten years of service may accumulate up to thirty-four days of Vacation Leave.

- b. The City shall make every effort to notify employees as they approach their maximum accumulation of Vacation Leave. If for any reason an employee accrues Vacation Leave in excess of the maximum accrual permitted by this MOU, the employee will cease accruing Vacation Leave until such time as his/her accumulated leave balance is reduced to a level below the maximum. The City Manager may approve exceptions to accumulations in excess of the maximum accrual permitted.
 - c. Employees who leave City service and have accumulated Vacation Leave will be reimbursed in full for the accumulated amount as a part of their final paychecks.
9. Vacation Leave Buy-Back. An employee may exchange Vacation Leave hours for cash. Upon request, the City shall buy back Vacation Leave hours accumulated in excess of 60% of the employee's maximum authorized accrual amount. The payment for these Vacation Leave hours shall be at 100% of the employee's regular hourly pay rate. The employee's request shall be in writing, and may be made once annually during the last two months of the calendar year. No employee may receive payment under the provisions of this Section for more than 80 hours of Vacation Leave in any calendar year.
 10. Sick Leave. The use of Sick Leave is a privilege, not a right. The Police Chief may require physician's written verification of Sick Leave for the use of Sick Leave in a pattern of usage immediately prior to or following regularly scheduled days off, or when Vacation Leave or CTO has not been approved and the employee uses Sick Leave instead. This is in addition to the existing authority of the Police Chief to require physician's written verification for a Sick Leave absence in excess of three consecutive workdays, as provided in Section X, Paragraph 5 of the City's *Personnel Regulations*.
 11. Uniforms and Safety Equipment. The City will be responsible for acquiring and maintaining all safety equipment, and providing initial uniforms which have been designated as standard issue in the *Police Department Policies and Procedures Manual* by the Police Chief and approved by the City Manager. Any upgrades to standard issue safety equipment may be acquired by the employee; however, the City will only pay for replacements at the standard issue amount, as provided for in the *Police Department Policies and Procedures Manual*.
 12. Uniform Allowance. City shall pay an allowance to all employees who are required by the Police Chief to wear and maintain uniforms. Such allowances shall be used by the employee to replace, maintain, repair, and clean all required uniforms. The uniform allowance for employees in classes in this unit shall be \$1,000 per year, prorated prospectively and paid on each paycheck in the amount of \$38.46.

13. Uniform of the Day. As provided for in the *Police Department Policies and Procedures Manual*, the “uniform of the day” will be established by the Police Chief or his/her designee on a daily basis. Any employee who is required to wear a uniform, and who is “out of uniform,” will be subject to progressive discipline up to and including termination. Standard issue safety equipment items (or upgrades acquired at the employee’s option) are included in the term “uniform of the day” for the purposes of this Subsection.
14. Reimbursement for Lost or Damaged Property.
 - a. Sworn and Non-Sworn Personnel. When uniform and equipment items authorized by the Police Department are lost or damaged on duty, other than by normal wear and tear, the City shall replace the items or reimburse employees for the lost or damaged item at full value. All claims shall be filed in writing, verified by the employee’s immediate supervisor, and approved by the Police Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee’s negligence, malfeasance or misfeasance.
 - b. Sworn Personnel. The City agrees to reimburse sworn employees for personal property lost or damaged on duty up to \$250.00 per claim. The Association shall develop a list of personal property subject to the reimbursement to be approved by the Police Chief. All claims shall be filed in writing, verified by the employee’s immediate supervisor, and approved by the Police Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee’s negligence, malfeasance or misfeasance.
15. Mileage Reimbursement. If an employee uses his/her own vehicle for authorized travel, the City will reimburse the employee in an amount equal to the miles driven times the current Internal Revenue Service rate for mileage reimbursement.
16. Retirement. The City participates in the Public Employees Retirement System (hereinafter “PERS”) and the Social Security Program. Each employee shall pay his/her retirement contribution. In addition, employees will pay the employee contribution for Social Security. The City shall pay the employer’s retirement contribution, as well as the employer's contribution for Social Security. The City's PERS retirement plans are as follows:
 - a. The PERS Local Safety 2.0% at Age 50 Retirement Plan with Section 20042 (One-Year Final Compensation) and Section 21024 (Military Service Credit as Public Service) is provided for sworn employees, except as may be provided below:

Subject to the restrictions and conditions provided below, the City shall provide the CalPERS Local Safety 3% at Age 55 Modified Formula Retirement Plan with Section 20042 (One-Year Final Compensation) and Section 21024 (Military

Service Credit as Public Service) to sworn members of this unit, effective December 15, 2009, at a total increased cost to the City not exceeding 5.9% of Base Pay for sworn employees in this unit. Any cost in addition to this amount shall be borne by employees, subject to the conditions provided below. In the event the cost of this benefit is less than 5.9% of Base Pay, the City shall provide the difference as a salary increase.

Restrictions and conditions:

- i. As soon as administratively possible following the October, 2009 CalPERS annual evaluation report, the City shall request of PERS an actuarial evaluation for Government Code Section 21363.1, Local Safety 3% at Age 55 Modified Formula, which shall form the basis for further action. The parties recognize it is the intent to provide this benefit not later than December 15, 2009; however, the actual implementation date is subject to any constraints placed on the City by PERS.
 - ii. The Association, on behalf of all sworn employees in this unit, may elect to receive a salary increase of 5.9% for the sworn classes in this unit instead of the above-provided increase in retirement benefits should it conclude the cost to the employees is not acceptable. The Association must respond in writing within two weeks of notification by the City of the cost of the enhanced retirement benefit.
- b. The PERS Local Miscellaneous 2.0% at Age 55 Retirement Plan with Section 20042 (One-Year Final Compensation) is provided for non-sworn employees, except as may be provided below:

Subject to the restrictions and conditions provided below, the City shall provide the CalPERS Local Miscellaneous 2.5% at Age 55 Retirement Plan with Section 20042 (One-Year Final Compensation) to non-sworn members of this unit, effective January 1, 2008, at a total increased cost to the City not exceeding 3% of Regular Pay for non-sworn employees in this unit. Any cost in addition to this amount shall be borne by employees, subject to the conditions provided below.

Restrictions and conditions:

- i. In a timely fashion, the City shall request of PERS a contract amendment cost analysis from PERS for the valuation provided above, which shall form the basis for further action. It is the intent of the parties to provide this benefit effective January 1, 2008; however, the actual implementation is subject to constraints placed upon the City by PERS.
- ii. The Association, on behalf of all non-sworn employees in this unit, may elect to receive a salary increase for non-sworn classes in this unit instead

of the above-provided increase in retirement benefits should it conclude the cost to the employees is not acceptable. The increase in salary shall be equal to the percentage of Base Pay the City would otherwise have paid for the increase in benefits, not to exceed 3%. The Association must respond in writing within two weeks of notification by the City of the cost of the enhanced retirement benefit.

iii. The parties recognize the above-described increase in retirement benefits must apply to all Miscellaneous members according to PERS regulations, including those not represented by the Association. Therefore, the City must reach an agreement acceptable to the City and any other represented employees which agreement provides for such an increase, under terms and conditions acceptable to such employees. If such an agreement cannot be reached, or, if such an agreement is reached but the members not represented by the Association conclude the cost to such members is not acceptable, then, in lieu of the increase in retirement benefits for non-sworn members of this unit, the City shall provide a salary increase for members of this unit equal to the percentage of Base Pay the City would otherwise have paid for the increase in benefits, not to exceed 3%, effective January 1, 2008.

c. There shall be no mandatory retirement age from City service.

d. As allowed under IRS Code Section 414 (h) (2), the employee contribution will be made by the employees on a pre-tax basis.

17. Education Reimbursement. The City shall reimburse employees for education expenses up to \$1,400.00 per fiscal year (July 1 through June 30). This reimbursement shall be paid to an employee who has completed college-level studies with a grade of "C" or better for work-related course work during such period. The Human Resources Coordinator, upon the recommendation of the Police Chief, shall determine whether the course work is work related. Such determination by the Human Resources Coordinator shall be requested by the employee prior to enrollment in the course, and shall be submitted on a form provided by the Human Resources Coordinator. Reimbursement shall be granted for the cost of tuition, books, and special supplies, when the employee submits a report card indicating a satisfactory grade from the educational institution, as well as receipts for all expenses and written authorization from the Human Resources Coordinator. Pursuant to Section X.D.4. of, and in accordance with the provisions of, the City's *Personnel Regulations*, when authorizing an employee to attend voluntary career-related out-service training, the department director may request reimbursement for the employee for tuition, books and required materials to the limits established in the Education Reimbursement Policy without requiring a letter grade, so long as the employee provides acceptable documentation of satisfactory completion of the training. Not more than \$300 per employee, and not more than \$3,000 in total for this unit for a fiscal year, may be used for this purpose.

18. Deferred Compensation. Effective July 1, 2008, the City shall contribute up to \$30.00 each month into one of the two existing deferred compensation plans on a dollar-for-dollar basis; that is, the City will contribute \$1.00 for each \$1.00 contributed by the employee up to a maximum of \$30.00 per month.

ARTICLE V - ASSOCIATION RELEASE TIME

1. Release for Association Business. The City agrees that the Association may designate two Association representatives and two alternates who shall be permitted to conduct Association business during usual work hours, provided such hours do not cause the employees to exceed 40 hours in an 80-hour work period. The Association may change the designated representatives and alternates at any time, so long as the total number of designated representatives and alternates governed by this Section does not exceed four, the total number of hours for all designated representatives conducting Association business does not exceed 80 hours for the work period, and the Association receives approval from the City Manager for the change. The date, time, and number of hours permitted for City-paid Association business shall receive prior approval by the City Manager. Up to four employees would be permitted to participate in meet and confer sessions with prior approval of the City Manager.
2. Release for Employee-Employer Relations Training. At the discretion of the City Manager, two Association representatives (to be selected by the Association) may attend a course of bargaining and employee-employer relations at least once every two years to be funded by the City or POST.

ARTICLE VI - MANAGEMENT RIGHTS

1. Disciplinary Procedures. The Police Chief shall have the authority to establish disciplinary policies and procedures, which are in compliance with statutory and decisional law, and the City's *Personnel Regulations*.
2. Resignation Notification. An employee wishing to leave his/her employment with the City in good standing shall provide the Police Chief with a written resignation, stating the effective date of his/her resignation and the reason for leaving. The resigning individual should provide such written resignation at least 14 days in advance of the effective date, and participate in an exit interview conducted by the Human Resources Coordinator.
3. Assignment and Scheduling. Except as provided in this MOU, the City Manager may assign work to and schedule employees in accordance with workload and performance requirements, as determined by the City Manager, and may establish and change work schedules and assignments upon reasonable notice to employees.

4. Acting Assignments. The City may appoint an employee to act in a higher class for a period of up to 12 consecutive months, or for a total of 12 months in any two consecutive fiscal years. The compensation for such an acting assignment shall be consistent with the City's *Personnel Regulations*, and Classification and Compensation Plan Resolution (hereinafter "CCP").
5. Nepotism Policy. The Parties agree to the creation of a Nepotism Policy to be issued by the City, subject to meet and confer and the following criteria:
 - a. The policy will minimize the impacts on any incumbents who are indirectly or incidentally supervised by an individual related by blood or marriage.
 - b. Direct supervision of an employee by an individual related by blood or marriage shall be accommodated by having the affected subordinate employee reassigned to another watch or shift. The Parties understand that this could cause an unrelated third party to be reassigned to a different watch or shift in order to maintain coverage and service levels.
 - c. No employee would lose employment as a result of the policy; however, the Police Chief may choose not to appoint an individual if the appointment would result in a direct supervisory relationship which could not otherwise be accommodated under the policy.
6. Reservation of Rights. The City retains all of its exclusive management rights and authority under state law, as well as the ordinances, rules and regulations of the City, which include but are not limited to:
 - a. Determining the mission of the City's constituent departments, commissions, and boards.
 - b. Establishing standards and levels of services.
 - c. Determining the procedures and standards of selection for employment and promotions.
 - d. Directing, supervising, and evaluating employees.
 - e. Determining the methods and means to relieve employees from duty, due to lack of work or other lawful reasons.
 - f. Maintaining the efficiency of governmental operations.
 - g. Determining the methods and means, as well as numbers and kinds of persons by which government operations are to be conducted.

- h. Determining methods of financing.
 - i. Determining the style and/or types of City-issued equipment to be used.
 - j. Determining and/or changing the facilities, methods, technology, means, organizational structure, and composition of the workforce, as well as allocating and assigning work by which the City operations are to be conducted.
 - k. Determining and/or changing the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract for any work, labor, services, or operations of the City.
 - l. Establishing and modifying productivity and performance programs and standards.
 - m. Discharging, suspending, demoting, reprimanding, withholding salary increases and benefits, or otherwise disciplining employees in accordance with law.
7. No Strike/Work Stoppage.
- a. The Association agrees that during the term of this MOU, the Association and its officers, agents, or members shall not engage in any concerted strike, sympathy strike, work stoppage, slowdown, obstructive picketing, or concerted interference with the operations of the City, or other concerted refusal or failure to fully and faithfully perform job functions and responsibilities
 - b. The Association agrees to make every effort to induce its officers, agents, or members not to engage in any of the activities prohibited in Subsection 7(a) of this Article, and to actively take affirmative action to cause these persons to cease such activities.
 - c. City agrees that nothing in Section 7 of this Article is intended to prevent the Association, its officers, agents, or members from exercising any rights authorized by federal or state law.
8. Employee Rights. The Association recognizes that the City has, and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce, performing those services in all respects, subject to this MOU; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE VII - GENERAL TERMS

1. Term of Memorandum of Understanding. The term of this MOU shall be from July 1, 2007, through June 30, 2010, unless the term is extended by mutual agreement by the Association and the City.
2. Personnel Regulations. Association agrees that the City's *Personnel Regulations* were properly and duly adopted on April 4, 1994, that they are the authorized *Personnel Regulations* of the City, and that employees represented by the Association shall abide by the terms of the *Personnel Regulations*. As soon as administratively possible, the City shall amend the *Personnel Regulations* to provide that the probationary period for Police Sergeant, for an internal promotional candidate only, shall be twelve (12) months. Further, the Association recognizes the City intends to revise and update the *Personnel Regulations* to reflect changes in law, City policy, applicable provisions of MOU's, clarity of language, and applicability to each bargaining unit. The City shall provide notice to the Association in all cases when proposing changes to the *Personnel Regulations* applicable to members of this unit; if meeting and conferring on any change is required, the Association agrees to meet and confer as acknowledged in Section 6. below.
3. Adjustment in Salary Step Relationships.
 - a. The Parties agree that the adjustments in salary indicated in Exhibit A, and any future adjustments to the Base Pay amounts within a salary range for the job classifications represented by the Association, shall maintain a difference in Base Pay between Step A and Step B, between Step B and Step C, between Step C and Step D, and between Step D and Step E of 5.0%, with plus or minus 0.025% being an agreed-upon acceptable margin for deviation.
 - b. The Parties agree that the adjustments agreed to in Subsection 3(a) of this Article constitute the entire agreement of the Parties regarding the percentage relationships between salary steps, and that such agreement supersedes all prior communications, agreements, and promises, either oral or written, on the subject.
 - c. Except as provided in Subsection 3(d) of this Article, the Parties agree that the salary range information contained in Exhibit A shall only include job classification titles represented by the Association, and those job class titles shall only be the following:
 - Police Sergeant
 - Senior Police Officer/Corporal
 - Police Officer
 - Communications/Records Supervisor
 - Records/Property Supervisor

- Lead Communications/Records Technician
 - Communications/Records Technician
 - Records/Property Technician
- d. The Parties understand and agree that it is necessary to amend the City's CCP to incorporate the impacts of Exhibit A of this MOU. The Parties further agree that the City's Classification Plan Resolution may require amendments during the term of this MOU, in order to create new classes or to make equity adjustments to existing classes. The Parties agree that such amendments to the City's CCP shall supersede any inconsistent provision of this MOU, provided that Subsection 3(e) of this Article has been complied with.
- e. The Parties agree to meet and consult on the impact of the creation of new classes, if any, represented by the Association.
4. Severability. If any provision of this MOU should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this MOU shall not be affected.
5. Full Understanding. The Parties agree that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
6. No Requirement to Meet and Confer. Except as otherwise provided in Article VII, 2. regarding *Personnel Regulations*, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this MOU during the term of this MOU.
7. Successor Memorandum of Understanding. On or about March 1, 2010, the Association may provide to the City notice of intent to meet and confer concerning any proposed changes to this MOU affecting wages, hours or other terms and conditions of employment.
8. Savings Clause. In the event that the implementation of any article, section or subsection of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.
9. Effective Date. The effective date of this MOU shall be July 1, 2007.

ASSOCIATION

CITY

Date

Date

Date

Date

Date

Date

Date

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective October 1, 2007

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: 2.5%</u>					
Police Sergeant	4965	5213	5474	5748	6035
Senior Police Officer/Corporal	4227	4438	4660	4893	5138
Police Officer	4026	4227	4438	4660	4893

Non-sworn Personnel: 3%

Communications/Records Supervisor	3749	3936	4133	4340	4557
Records/Property Supervisor	3548	3725	3911	4107	4312
Lead Communications/Records Technician	3366	3534	3711	3897	4092
Communications/Records Technician	3205	3365	3533	3710	3896
Records/Property Technician	3130	3287	3451	3624	3805

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective January 1, 2008

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: 3.5%</u>					
Police Sergeant	5139	5396	5666	5949	6246
Senior Police Officer/Corporal	4375	4594	4824	5065	5318
Police Officer	4167	4375	4594	4824	5065

Non-sworn Personnel: No increase*

Communications/Records Supervisor*	3749	3936	4133	4340	4557
Records/Property Supervisor*	3548	3725	3911	4107	4312
Lead Communications/Records Technician*	3366	3534	3711	3897	4092
Communications/Records Technician*	3205	3365	3533	3710	3896
Records/Property Technician*	3130	3287	3451	3624	3805

**Per the collective bargaining agreement, the salary schedule for the indicated classes is subject to change depending on the results of the proposed CalPERS Miscellaneous enhanced retirement process (maximum increase 3%).*

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective July 1, 2008

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: 3%</u>					
Police Sergeant	5293	5558	5836	6128	6434
Senior Police Officer/Corporal	4506	4731	4968	5216	5477
Police Officer	4292	4507	4732	4969	5217

Non-sworn Personnel: 3%

Communications/Records Supervisor	3861	4054	4257	4470	4694
Records/Property Supervisor	3654	3837	4029	4230	4442
Lead Communications/Records Technician	3467	3640	3822	4013	4214
Communications/Records Technician	3301	3466	3639	3821	4012
Records/Property Technician	3224	3385	3554	3732	3919

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective January 1, 2009

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: 2.5%</u>					
Police Sergeant	5425	5696	5981	6280	6594
Senior Police Officer/Corporal	4619	4850	5093	5348	5615
Police Officer	4399	4619	4850	5093	5348

Non-sworn Personnel: 2.5%

Communications/Records Supervisor	3958	4156	4364	4582	4811
Records/Property Supervisor	3745	3932	4129	4335	4552
Lead Communications/Records Technician	3554	3732	3919	4115	4321
Communications/Records Technician	3384	3553	3731	3918	4114
Records/Property Technician	3305	3470	3644	3826	4017

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective July 1, 2009

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: No increase*</u>					
Police Sergeant*	5425	5696	5981	6280	6594
Senior Police Officer/Corporal*	4619	4850	5093	5348	5615
Police Officer*	4399	4619	4850	5093	5348

Non-sworn Personnel: 2.5%

Communications/Records Supervisor	4057	4260	4473	4697	4932
Records/Property Supervisor	3839	4031	4233	4445	4667
Lead Communications/Records Technician	3643	3825	4016	4217	4428
Communications/Records Technician	3469	3642	3824	4015	4216
Records/Property Technician	3388	3557	3735	3922	4118

**Per the collective bargaining agreement, the salary schedule for the indicated classes is subject to change depending on the results of the proposed CalPERS Local Safety enhanced retirement process.*

EXHIBIT A
Compensation Plan – Salary Ranges/Full-Time Personnel
Effective January 1, 2010

	STEPS				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Sworn Personnel: No increase*</u>					
Police Sergeant*	5425	5696	5981	6280	6594
Senior Police Officer/Corporal*	4619	4850	5093	5348	5615
Police Officer*	4399	4619	4850	5093	5348

Non-sworn Personnel: 2.5%

Communications/Records Supervisor	4158	4366	4584	4813	5054
Records/Property Supervisor	3935	4132	4339	4556	4784
Lead Communications/Records Technician	3734	3921	4117	4323	4539
Communications/Records Technician	3556	3734	3921	4117	4323
Records/Property Technician	3473	3647	3829	4020	4221

**Per the collective bargaining agreement, the salary schedule for the indicated classes is subject to change depending on the results of the proposed CalPERS Local Safety enhanced retirement process (maximum increase 5.9% effective December 15, 2009).*

EXHIBIT B
POA Health Care Rates & Contributions for FY 2008

Description	Employee	Employee + Spouse	Employee + 1 Child	Employee + Full Family
Medical (Blue Cross PPO 1-A)	458.23	916.48	916.48	1,286.57
Vision (Blue Shield/MES)	7.70	15.28	15.28	19.77
Life (\$25,000 with Principal)	5.50	5.93	5.93	5.93
Life (\$15,000 with Blue Cross)	3.60	3.60	3.60	3.60
Dental (Standard Enhanced/1)	41.92	81.72	81.24	121.08
Total	516.95	1,023.01	1,022.53	1,436.95
City Contribution - Employee	516.95	516.95	516.95	516.95
City Contribution - Dependents	0.00	339.00	339.00	545.00
Total City Contribution	516.95	855.95	855.95	1,061.95
Employee Monthly Premium	\$0.00	\$167.06	\$166.58	\$375.00
Employee Bi-Weekly Premium	\$0.00	\$83.53	\$83.29	\$187.50

