

# **City of Calistoga**

**Memorandum of Understanding**

**Between**

**City of Calistoga**

**And**

**Calistoga Police Officers Association**

**July 1, 2003 to June 30, 2006**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF CALISTOGA  
AND  
CALISTOGA POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into between the CITY OF CALISTOGA, hereinafter referred to as CITY and CALISTOGA POLICE OFFICERS ASSOCIATION, hereinafter referred to as ASSOCIATION, a formally recognized employee organization pursuant to the provision of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

The parties agree that this Memorandum of Understanding shall be submitted to the City Council of the City of Calistoga with the joint recommendation of the designated representatives of the parties that the City Council resolve to adopt its terms and conditions and take such other and additional action as may be necessary to implement its provisions.

CITY agrees to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with ASSOCIATION, and shall consider fully such presentations as are made by ASSOCIATION on behalf of its members prior to arriving at a determination of policy or course of action.

The parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached an agreement thereon as set forth below.

The parties agree as follows:

**Article 1 - City Rights**

A. Except as limited by the specific and express terms of the Agreement, CITY hereby retains and reserves unto itself all rights, powers authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Municipal Code of the City of Calistoga, and/or the laws and Constitution of the United States of America.

B. Regardless of any provision contained in the MOU or which may be implied from this MOU, CITY shall retain and shall have the right to exercise the following exclusive rights, which include but are not limited to the following:

- 1) the right to hire and fire;
- 2) the right to determine the mission of its constituent departments, divisions or commissions, and boards;
- 3) the right to set standards of service and municipal fees and charges;
- 4) the right to determine the procedures and standards of selection for employment, assignment, transfer and promotion of applicants and employees, provided in the case of employees that the exercise of such right shall not infringe on any rights employee has under this MOU;
- 5) the right to direct its employees;
- 6) the right to discharge or suspend employees for just cause and take other disciplinary actions against its employees as set forth herein;
- 7) the right to relieve its employees from duty because of lack of work or other legitimate reasons;
- 8) the right to maintain the efficiency of governmental operations;
- 9) the right to determine the methods, means and personnel by which governmental operations are to be conducted;
- 10) the right to determine and re-determine job content and job classifications;
- 11) the right to contract out any work which is now being performed by employees of the City or which shall be performed in the future by employees of City, provided this only occurs in those situations where the tasks cannot be accomplished by current association members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that City shall make every reasonable effort to place service requiring similar skills as the work performed by the employee when displaced by the contracting out and which requires minimal training to afford the employee opportunity to adequately perform the new position;
- 12) the right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies; and

13) the right to exercise complete control and discretion over its organization and the technology of performing its work.

**Article 2 - Employee Rights**

A. Employees of the CITY shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. Employees of CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. Should any employee exercise that right, the employee organization shall be given advance notification prior to the implementation of the results of such self-representation.

**Article 3 - Recognition**

A. CITY recognizes the ASSOCIATION as the exclusive representative on behalf of employees occupying the full time job classifications of:

Police Officer  
Senior Police Officer  
Police Sergeant  
Police Dispatcher  
Police Dispatch Supervisor

B. Such representation being subject to and qualified by employee rights under applicable local, State and Federal law to be represented by the organization of their choice.

**Article 4 - Term**

A. This MOU becomes effective upon ratification by the City Council and shall remain in force and effect from July 1, 2003 through June 30, 2006.

**Article 5. Grievance Procedures**

**A. Grievances:** An allegation by any regular employee that the employee has been adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures or current practices when such are instituted by the City and conformance with applicable law.

**B. Grievant:** Is the Association or any regular employee adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures.

**C. Workday:** A workday is any day the City offices are regularly open for business.

**D. Personnel Director:** The Personnel Director shall be the City Manager or his/her designee.

## **1 General Provisions**

- a. Time limits may be waived by mutual written agreement of the parties.
- b. If the City does not meet the time limits, the grievance may be advanced to the next step at the option of the party waiting for the response.
- c. A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
- d. No reprisal shall be taken against any employee for the legitimate use of this procedure.

Any grievance not timely filed or appealed within specified time limits, shall be null and void

## **2 Procedure**

The following procedure shall be followed in presenting a grievance:

- a. The timelines set forth hereinabove are mandatory. Failure to comply with such timelines, as set forth herein shall terminate the rights granted hereunder.
- b. Within fifteen (15) workdays of the occurrence or within 15 days of when the employee should have reasonable known of the event-giving raise to the grievance, the employee shall discuss the grievance with the immediate supervisor.
- c. If, after discussing the grievance with the supervisor, the employee is still dissatisfied, the employee may file a written grievance with the Department Head, provided such written grievance is filed within ten (10) workdays of the meeting referred to in Article 5.2.
- d. The written grievance shall set forth a clear statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

- e. A written decision within ten (10) workdays shall be communicated to the employee. If the response is not made within the time limits, or if the employee is still dissatisfied, the employee may appeal in writing to the City Manager or designee.
- f. If the employee is still dissatisfied, the employee may request the City Manager to set up a meditation session.
- g. A State Mediator shall mediate the dispute according to the normal rules governing mediation and shall provide the City Manager and grievant with a written recommendation.
- h. An employee appealing to the City Manager or designee shall file a written appeal within ten (10) workdays of notice of the decision referred to in Article 5.2. or within ten (10) workdays of the lapse of the time limits within which the written decision was required. The City Manager may also set the matter for grievance hearing. The City Manager or designee shall communicate his decision in writing within ten (10) workdays of receiving or the holding of a grievance hearing, whichever is longer.
- i. City Manager's action shall be final and binding as there shall be no further review.
- j. There shall be no costs to the parties for the mediator.

#### **Article 6 - Probationary Period**

A. The probationary period is part of the examination process. It is a work test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.

B. During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal.

C. All employees who are not currently employed in a permanent position shall be on probation for one (1) year following employee's successful completion of a POST-accredited police officer academy, before attaining permanent status. All employees who are not currently employed in a permanent position who have successfully completed the POST-accredited police officer academy and received certification thereof, prior to date of hire, shall serve a probationary period of one (1) year before attaining permanent status. All employees hired as full time dispatchers shall be on probation for one (1) year starting on the date of full time hire.

D. The granting of any leave of absence without pay exceeding five (5) consecutive calendar days shall cause such employee's probationary period to be extended by the number of calendar day(s) for which such leave of absence has been granted, and shall require adjustment of such employee's anniversary date, pursuant to the formula set forth hereinabove.

### **Article 7 - Sick Leave**

A. Every full-time employee represented by this MOU shall earn sick leave on the basis on one (1) day for each month of service, with unlimited accumulation thereof. On completion of the fifth (5th) year of service, based on the anniversary date of initial hire, at the option of the employee, the City may purchase from each employee covered here under, all unused sick leave in excess of one hundred an sixty hours (160) hours at the rate of twenty-five percent (25%) of the covered employee's then existing wage. Employees who are absent without pay for any reason for more than ten (10) working days during a calendar month shall not accumulate sick leave for that monthly. If an employee's employment is terminated for any reason, there will be deducted from the final check the amount of sick leave taken during that year in excess of the amount accrued.

B. The City Manager or designee may require a medical examination by a licensed physician when employee's absence being charged to sick leave exceeds three (3) days or is charged due to a recurring illness..

C. Sick leave means authorized absence from duty of an employee because of illness, injury, or exposure to contagious disease, or hospitalization. Although normal pregnancy and confinement is not to be construed as a reason for sick leave, pregnancy-related illnesses or pregnancy-related illness hospitalization shall be treated as any other illness or confinement.

D. A former employee who is reappointed to CITY service shall not be entitled to have restored to his credit any sick leave balance remaining at the time of his separation from CITY service.

E. Whenever any regular employee is compelled to be absent from duty by reason of he death or serious illness, or where death appears imminent, of his/her father, mother, brother, sister, wife, husband, child, or birth/death of a child, he/she shall be entitled to be absent with pay chargeable to sick leave for not more than forty (40) hours.

F. Any employee requesting sick leave shall furnish a certificate issued by a licensed physician, or other satisfactory proof of eligibility for sick leave, upon the request of the Department Head. Further, any earned sick day taken on either side of a holiday, or more than three (3) consecutive days, will require a medical certificate in

support thereof, and employee shall supply such certificate upon return to work, unless, at the discretion of the Department Head, such certificate is waived prior to the employee's return to work.

G. CITY will provide sickness and disability insurance for each full-time employee covered by the MOU, enabling those employees who qualify there under to receive payments of up to Three Hundred Fifty Dollars (\$350.00) per week for a period of up to twenty-six (26) weeks.

H. No employee shall feign illness or injury for the purpose of remaining away from scheduled duty assignments. Should such feigning of illness or injury occur, disciplinary action would be taken, up to and including dismissal from CITY employment.

**Article 8 - Disabled Pregnancy Leave**

A. Any regular employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position, shall be entitled to a leave of absence without pay. Such leave shall not exceed ninety (90) calendar days, whether or not it is combined with sick leave, vacation, compensatory time off, and/or leave without pay.

B. The employee may request up to ninety (90) additional days of leave without pay subject to the approval of the City Manager on recommendation of the Chief of Police.

**Article 9 - Vacation Leave**

A. Every full-time regular employee represented by this MOU shall accumulate vacation based on year of service as follows:

Year 1 through Year 3 - 10 Days  
Beginning Year 4 through Year 6 - 12.5 Days  
Beginning Year 7 through and up - 20 Days

B. Employees shall not earn vacation once their accrued vacation balance has reached two (2) times their annual vacation allowance. An extension of vacation limits may be granted by the City Manager. The City encourages employees to use vacation annually.

C. No employee shall be permitted to work for compensation for City in any capacity during the time of his/her paid vacation from City Service. Upon termination, vacation used shall be pro-rated against vacation earned.

D. Every CITY employee who leaves CITY employ, unless discharged from City service during probation, shall be granted all accumulated vacation or shall be paid at the current rate of compensation applicable at the time of separation. Because employees seldom terminate on the final day of a month, the following method will provide for equitable payment of vacation earned during the month of termination. If an employee terminates on a day falling on the first through the fifteenth day of a month, the employee shall receive credit for one-half the month's accrual; if an employee terminates on a day falling on the sixteenth through thirty-first day of the month, the employee shall receive full credit of the vacation accrual for the month.

E. Employee requests for vacation leave shall be submitted to their supervisor or the Chief of Police at least thirty (30) days in advance of the starting day of requested leave.

### **Article 10 - Holidays**

A. Each employee shall be allowed the following holidays with full pay;

New Year's Day	-	January 1
Martin Luther King's Birthday	-	3rd Monday in January
President's Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Admission Day	-	September 9
Veteran's Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Day after Thanksgiving	-	Friday after Thanksgiving
Christmas Eve	-	December 24
Christmas Day	-	December 25

B. Each employee shall receive ten (10) hours or the hours of assigned shift straight time pay or ten (10) hours or the hours of assigned shift compensatory time off for each of the recognized holidays if said holiday falls on the employee's regular day off. If an employee is scheduled to work a normal workday on a recognized holiday, the employee shall receive fifteen (15) hours or one and one-half (1.5) times the hours of assigned shift at straight time pay or fifteen (15) hours or one and one-half (1.5) times the hours of assigned shift of compensatory time off. It will be the employee's option to receive pay or compensatory time off.

C. No further floating holiday shall be accrued as a compensated holiday upon execution of the contract.

**Article 11 - Unauthorized Leave**

A. Unauthorized leaves of absences are cause of immediate dismissal, in accordance with law.

**Article 12 - Salary on Reduction/Promotion**

A. Any employee who is demoted to a position in a class having a salary range lower than the class or position from which he/she was demoted from shall have his/her salary reduced to the monthly salary next lower than the salary he/she received before the demotion. In such cases, the employee shall retain the same anniversary date.

B. Any employee who is appointed to a position having a higher starting salary than the position, which the employee formerly occupied, shall receive the nearest higher monthly salary as of the date upon which the appointment becomes effective. For the purposes of further annual increases, the employee shall receive a new anniversary date.

**Article 13 - Dues**

A. The CITY shall deduct Association dues from employee's pay in conformity with State and City regulations. CITY shall pay over to ASSOCIATION all sums so deducted on account of such dues. ASSOCIATION shall provide CITY with authorization for such deductions, and said authorizations shall clearly state the terms and conditions for implementation of deductions and conditions for cancellation of deductions.

**Article 14 - Wages and Benefits**

A. The following monthly salaries shall be provided for the employee classifications listed below:

	Monthly Effective July 1, 2003				2%
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	3,894	4,087	4,290	4,504	4,730
Senior Police Officer	4,088	4,291	4,503	4,729	4,966
Sergeant	4,700	4,934	5,180	5,437	5,710
Dispatcher	3,008	3,158	3,316	3,482	3,657
Dispatch Supervisor	3,310	3,475	3,649	3,830	4,022

	<b>Monthly Effective January 1, 2004</b>				<b>2%</b>
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	3,972	4,169	4,376	4,594	4,825
Senior Police Officer	4,170	4,377	4,593	4,824	5,065
Sergeant	4,794	5,033	5,284	5,546	5,824
Dispatcher	3,068	3,221	3,382	3,552	3,730
Dispatch Supervisor	3,376	3,545	3,722	3,907	4,102

	<b>Monthly Effective July 1, 2004</b>				<b>2%</b>
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	4,051	4,252	4,464	4,686	4,922
Senior Police Officer	4,253	4,465	4,685	4,920	5,166
Sergeant	4,890	5,134	5,390	5,657	5,940
Dispatcher	3,129	3,285	3,450	3,623	3,805
Dispatch Supervisor	3,444	3,616	3,796	3,985	4,184

	<b>Monthly Effective January 1, 2005</b>				<b>2%</b>
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	4,132	4,337	4,553	4,780	5,020
Senior Police Officer	4,338	4,554	4,779	5,018	5,269
Sergeant	4,988	5,237	5,498	5,770	6,059
Dispatcher	3,192	3,351	3,519	3,695	3,881
Dispatch Supervisor	3,513	3,688	3,872	4,065	4,268

	<b>Monthly Effective July 1, 2005</b>				<b>2%</b>
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	4,215	4,424	4,644	4,876	5,120
Senior Police Officer	4,425	4,645	4,875	5,118	5,374
Sergeant	5,088	5,342	5,608	5,885	6,180
Dispatcher	3,256	3,418	3,589	3,769	3,959
Dispatch Supervisor	3,583	3,762	3,949	4,146	4,353

	<b>Monthly Effective January 1, 2006</b>				<b>2%</b>
	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	4,299	4,512	4,737	4,974	5,222
Senior Police Officer	4,514	4,738	4,973	5,220	5,481
Sergeant	5,190	5,449	5,720	6,003	6,304
Dispatcher	3,321	3,486	3,661	3,844	4,038
Dispatch Supervisor	3,655	3,837	4,028	4,229	4,440

B. Employee salary shall be paid twice monthly, on the first and fifteenth of each month. Educational incentive pay shall be paid monthly on the first day of each calendar month. Overtime shall be paid on the first and fifteenth of each month.

C. Medical Benefits

1. The City shall provide continued medical coverage for employees and qualified dependents, the entire premium to be paid by the City until at least January 1, 2005.
2. The City shall provide maternity benefits for employees as required by State law.
3. Effective no sooner than January 1, 2004, regular or probationary full-time employees will become members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The City's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be Thirty-two dollars and twenty cents (\$32.20) per month or the minimum payment required by the Public Employees Medical and Hospital Care Act.

D. Flexible Benefits Plan

Effective no sooner than January 1, 2004, regular or probationary full-time employees may participate in the flexible benefits plan.

The City shall offer an Internal Revenue Code Section 125 Plan, which contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Effective January 2004 or upon the implementation of the Public Employees Medical and Hospital Care Act, the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan components:

If the employee selects Kaiser:

Employee only	Kaiser single rate and applicable Dental rate less \$32.20 (or the minimum payment required by PERS)
Employee plus one	Kaiser 2-party rate and applicable Dental rate less \$32.20 (or the minimum payment required by PERS)
Employee plus two or more	Kaiser family rate and applicable Dental rate less \$32.00 (or the minimum payment required by PERS)

If the employee selects Blue Shield HMO:

Employee only	Blue Shield HMO single rate and applicable Dental rate less \$32.20 (or the minimum payment required by PERS)
Employee plus one	Blue Shield HMO 2-party rate and applicable Dental

rate less \$32.20 (or the minimum payment required by PERS)  
Employee plus two or more Blue Shield HMO family rate and applicable Dental rate less \$32.20 (or the minimum payment required by PERS)

If the employee selects a plan other than Kaiser or Blue Shield HMO, the employee shall pay the difference, if any, between the plan selected and Kaiser through payroll deduction.

Effective January 1, 2005 the City's contribution shall be increased by up to eighteen percent (18.0%) of the increase of the selected plan. The City's contribution to Kaiser shall be increase by a maximum of 18.0%. The City's contribution to the Blue Shield HMO shall be increased by a maximum of 18.0%. If Kaiser or Blue Shield HMO premiums increase in excess of 18.0%, the employee shall pay the remainder through payroll deduction.

Effective January 1, 2006 the City's contribution for either plan shall be increased by up to eighteen percent (18.0%). The City's contribution to Kaiser shall be increase by a maximum of 18.0%. The City's contribution to the Blue Shield HMO shall be increased by a maximum of 18.0%. If Kaiser or Blue Shield HMO premiums increase in excess of 18.0%, the employee shall pay the remainder through payroll deduction.

An employee may use any and all such funds toward the cost of employer-provided PERS Medical health insurance and Dental insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

#### F. Dental Insurance

1. The CITY shall provide continued dental coverage for employees and qualified dependents, the entire premium to be paid by City during the term of this Agreement.

### **Article 15 - Uniforms and Equipment**

#### A. Uniform and Equipment Issuance.

1. All full-time Police Dispatchers and Dispatch Supervisors shall be issued, at the City's expense, the following items:

- 2 shirts with patches
- 2 trousers/skirts
- 1 tie
- 1 tie bar
- 1 pair uniform shoes
- 1 belt, trouser type

2. All full-time Police Officers, Senior Police Officers and Police Sergeants shall be issued, at City's expense, the above items, as well as the following:

- Sam Browne belt
- 4 Keeper straps
- Baton
- Baton ring
- Handcuffs with case
- Duty handgun with holster
- Ammunition pouch
- Protective vest\*

\*Any vest issued will be considered having a life of five (5) years.

B. Uniform Cleaning and Replacement

1. The City will establish accounts at local cleaners and uniform supply stores. City will bear all costs of cleaning uniforms and required court attire. City will bear all reasonable repair and replacement costs of uniforms, subject to authorization by the Chief of Police.

2. Every employee subject to this agreement shall return to the Chief of Police, on termination of employment, all equipment issued.

3. The City shall report the value of uniform cleaning and replacement to PERS as follows:

Sworn Officers	\$650 per year
Dispatchers and Dispatch Supervisor	\$400 per year

**Article 16 - Field Training Officers**

A. Field Training Officers (FTO's). will receive \$25.00 per shift while assigned to training an officer.

B. Training dispatchers will receive \$25.00 per shift while assigned to training duties.

**Article 17 - Retirement**

A. CITY shall provide Police Officers, Senior Police Officers and Sergeants with retirement coverage through the Public Employee's Retirement System (PERS) under the 2% at 50 Local Safety plan. CITY shall provide Dispatchers and Dispatch Supervisor with retirement coverage through the Public Employee's Retirement System (PERS) under the 2% at 55 Miscellaneous plan.

B. CITY shall provide Sworn Officers with the PERS benefit of Credit for Unused Sick Leave (Government Code Section 20965).

C. CITY shall provide Sworn Officers with the PERS benefit of Single Highest Year (Government Code Section 20041).

D. CITY shall provide Dispatchers and Dispatch Supervisor with the Single Highest Year Final Compensation Period (Government Code section 20042) and Credit for Unused Sick Leave (Government Code Section 20965).

E. CITY agrees to pay both employee's and City's required contribution to PERS throughout the term of this Agreement.

F. CITY has adopted Government Code Section 20023(c)(4) effective July 1, 2000 whereby the CITY agrees to report the value of employer paid member contributions (EPMC) to PERS in the payroll compensation reports submitted to PERS.

### **Article 18 - Work Schedule**

A. The shift hours for employees presently consists of ten (10) hours of work inclusive of a thirty (30) minute lunch break and two (2) fifteen (15) minute rest periods for employee classifications in this agreement ; Said schedules shall remain in effect unless and until, as determined by the Chief of Police , the public safety interests of the community require a schedule change.

B. For purposes of this article, the following definitions apply:

1. Normal Work Day: As assigned by the Chief of Police, either ten (10) consecutive hours of work in a twenty-four (24) hour period; or eight (8) consecutive hours of work in a twenty-four (24) hour period. The definition of workday for the purposes of computing accumulation of use of sick or vacation, is eight (8) hours.

2. Normal Work Week: Four (4) consecutive work day followed by three (3) days of rest, or five (5) consecutive work days followed by tow (2) days of rest in a seven (7) consecutive day period.

3. Work Shift: Specific time during a twenty-four (24) hour period at which an employee's normal work day regularly begins and ends, to be established by the Chief of Police.

4. Work Schedule: Specifically named day of the week which comprise an employees' normal workweek, to be established by the Chief of Police.

5. Employment other than that employment pursuant to this MOU shall be restricted according to law.

### **Article 19 - Call-Back**

A. Should CITY call back any full-time employee after his/her normal working hours to perform work, CITY shall pay said employee applicable time and one-half (1 1/2) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours, regardless of time actually worked as a result of being called back to perform services for the City.

### **Article 20 - Definitions**

A. Overtime: Overtime for employees on a forty (40) hour work week schedule is authorized time worked in excess of forty (40) hours in a work week. Such overtime shall exclude shift changes.

B. Recall Work/Call Back: Work performed by off-duty employee ordered to work.

C. Extended Shift Work: Time worked by employees beyond their normal assigned work shift.

D. Special Detail Work: Work performed by an employee during off-duty hours involving duty at parades and other public or civic events, or a private contract employment when assigned by the Chief of Police.

E. Training: Time spent by employees during off-duty hours attending required training.

F. Authorized Training: Training authorized by the Chief of Police, which is not required.

G. Court Time: Time required of an employee in attendance at court in response to a subpoena, a coroner's inquest, a hearing, or trial in a civil or criminal case, during a time other than the employee's assigned work shift schedule, for the purpose of testifying respecting knowledge acquired or claimed to have been acquired by such employee in the course of employment with City. Employee shall be allowed travel time to court from home or station, whichever is closer, in addition to the amount of time spent in the court appearance (minimum payment 3 hours).

H. Court Standby Time: Time required by an off-duty employee, authorized to the tribunal ordering the appearance, to remain available at a location other than the location specified in the subpoena. Such court standby time shall be limited to a maximum of four (4) hours per day.

I. Compensation Rate: All overtime, recall work, extended shift work special detail work, training, authorized training, court time, and court standby time, shall be compensated by payment at the rate of one and one-half (1 1/2) times the applicable hourly base rate of pay of the employee, or at the determination of the employee, by compensatory time off.

J. Employee(s): Full Time positions of Police Officers, Senior Police Officers, Sergeants, Dispatcher, and Dispatch Supervisor.

K. Sworn Personnel: Employees who are Peace Officers in accordance with Penal Code Section 830.1.

L. Regular Standby: Employees may be placed on standby in appropriate circumstances when an employee is scheduled for an appearance in court and, at other times, in an emergency or natural disaster. For non-court standby, employees shall be afforded one hour's pay for each eight hours on standby.

M. Compensating Time Off: At the employee's request, the employee shall be allowed to carry over annually up to a maximum of forty (40) hours of Compensatory Time Off (CTO). The remaining compensatory time off accruals shall be cashed out at the employee's current rate of pay at the end of the fiscal year.

#### **Article 21 - Differential Pay**

A. Employees who work a shift which consists of one-half (1/2) the hours actually worked between 12:00 midnight and 8:00 a.m. shall receive a four per cent (4%) of base salary graveyard differential for such shift actually worked.

B. Dispatcher employees who work the shift described in section A of this article in excess of eight (8) consecutive months shall receive an additional two percent (2%) for a total of six percent (6%) of base salary graveyard differential for such shift actually worked.

C. Employees who qualify shall receive five per cent (5%) of base salary as bilingual differential. An employee shall be deemed qualified who is determined by the CITY to be fluent in an appropriate language or enrolled in a class to learn that language. The CITY shall consult with the ASSOCIATION prior to establishing fluency standards.

#### **Article 22 - Educational Incentive**

A. As an incentive for employees to continue their education in police sciences, CITY shall pay:

1. To all full time employees in the classifications of Police Officer, Senior Police Officer and Police Sergeant that possess the following:
  - a. POST Intermediate Certificate, an Associate degree or 60 units of college credit an additional two and one half percent (2.5%) of base salary.
  - b. POST Advanced Certificate, a Bachelor degree or 120 units of college credit an additional two and one half percent (2.5%) of base salary.
2. To all full time employees in the classifications of Police Dispatcher or Police Dispatch Supervisor that possess the following:
  - a. POST Complaint Dispatch Certificate an additional two and one half percent (2.5%) of base salary.
  - b. POST Public Safety Dispatcher Certificate, a Bachelor degree or 120 units of college credit, an additional two and one half percent (2.5%) of base salary.

B. In no case shall an employee receive more than five percent (5%) of base salary for educational incentive.

### **Article 23 - Life Insurance**

A. CITY shall provide life insurance coverage for each employee covered by the MOU in the amount of fifty thousand dollars (\$50,000), to include a double indemnity provision.

### **Article 24 - Service Bonus:**

A. Effective upon the adoption of the M.O.U. the City shall provide a lump sum Service Bonus in the following manner:

1. On the completion of five (5) years of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Bonus equivalent to 2.5% of the employee's annual base salary.
2. On the completion of ten (10) years of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Bonus equivalent to 5.0% of the employee's annual base salary.
3. On the completion of fifteen (15) years of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Bonus equivalent to 7.5% of the employee's annual base salary.

4. On the completion of twenty (20) years of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Bonus equivalent to 10.0% of the employee's annual base salary. On the completion of twenty-five (25) years of continuous service from the initial anniversary date with the City, and on the completion of each five (5) years of continuous service from the initial anniversary date with the City thereafter, the City shall provide the employee with a one-time lump sum Service Bonus equivalent to 10.0% of the employee's annual base salary.

B. Upon execution of this MOU, all employees with continuous service with the City greater than 5 years, shall receive a one-time lump sum service bonus equal to the last completed service period and calculated on the rate of pay at the time of the completed service bonus period. (For example, an employee that has 13 years of continuous service at the execution of the Memorandum of Understanding shall receive a lump sum service bonus of 5.0% on the annual base salary 3 years prior at the 10<sup>th</sup> year.

An employee that has 24 years of continuous service at the execution of the Memorandum of Understanding shall receive a lump sum service bonus of 10.0% on the annual base salary 4 years prior at the 20<sup>th</sup> year.

C. Continuous service is defined as years from the anniversary date of initial hire of the employee.

#### **Article 25 - Military Leave**

A. CITY shall provide military leave benefits in accordance with State law.

#### **Article 26 - Medical Examinations**

A. Any applicant being considered for appointment as a full-time probationary employee shall, prior to such appointment, undergo a physical examination performed by a licensed physician at City's expense.

B. Any applicant being considered for appointment as a full-time probationary employee shall, prior to such appointment, undergo a psychological examination at City's expense.

C. Annually, thereafter, each employee shall undergo a physical examination at City's expense, to be performed by a licensed physician of employee's choice.

#### **Article 27 - Provisions of Law**

A. If any provision of the application or any provision of this MOU as implemented should be rendered or declared invalid by any final court action or decree,

or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

**Article 28 - No Strike**

A. The ASSOCIATION agrees that there will be no strike, work stoppage, slowdown, 'sick-in', sit down, refusal to perform work, or other interference with operations, nor any picketing or refusal to enter upon City's premises on any account, or in connection with any grievance or dispute, and CITY agrees that it will engage in no lockouts during the term of this MOU.

**Article 29 - Layoff**

In the event of employee layoffs, seniority shall be the basis for layoffs undertaken for economic reasons. Non-economic layoffs such as reorganization or restructuring need not be based on seniority, but shall be based primarily on merit, as reflected in the most recent two employee evaluations. Such layoffs shall be subject to the grievance procedure.

**Article 30 - Personnel Rules and Regulations**

The Articles of this Agreement are also covered in the City Personnel Manual. It is the intent of the parties that the provisions in both the Personnel Manual and the Agreement be the same. If there is a conflict between the two, the provisions of this Agreement shall prevail over the Personnel Manual.

**Article 31 - Successor MOU**

Negotiations for a successor MOU shall begin on or before March 1, 2006. Either party hereto may serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU. Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days thereafter.

Executed this 2nd day of December, 2003

CITY OF CALISTOGA

CALISTOGA POLICE OFFICERS  
ASSOCIATION

James C. McCann  
City Manager

Robert M. M...  
President  
Robert F...  
Secretary-Treasurer

RESOLUTION 2003-131

RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE OF A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE CALISTOGA POLICE OFFICERS' ASSOCIATION FROM JULY 1, 2003 THROUGH JUNE 30, 2006

Authorizing Agreement No. 0045

**WHEREAS**, pursuant to provisions of the California State Government Code certain employees in specific positions of the City of Calistoga have organized themselves into a bargaining unit; and

**WHEREAS**, the employees in specified positions are recognized as the Calistoga Police Officers' Association (CPOA); and

**WHEREAS**, the City of Calistoga has negotiated with the CPOA in the past to establish a Memorandum of Understanding agreement (MOU) to outline benefits and compensation for positions that are part of CPOA; and

**WHEREAS**, the MOU executed between the City of Calistoga and the CPOA expired on July 1, 2003, and

**WHEREAS**, the City of Calistoga and representatives of the CPOA have negotiated in good faith for a new MOU; and

**WHEREAS**, the City Council and representatives of the CPOA have agreed in principle to the terms of the new MOU.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Calistoga hereby authorizes the City Manager to execute the MOU agreement between the City of Calistoga and Calistoga Police Officers' Association for a period from July 1, 2003 through June 30, 2006.

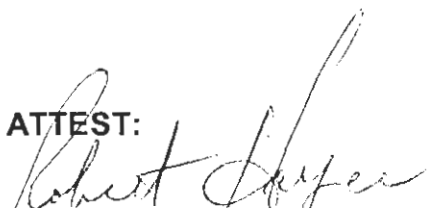
**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga at a regular meeting held this **2nd of December 2003** following vote:

**AYES:** Councilmembers Gingles, Sterk, Slusser, Vice Mayor von Pohle, and Mayor Alexander

**NOES:** None

**ABSTAIN/ABSENT:** None

**ATTEST:**

  
\_\_\_\_\_  
Robert Hayes, City Clerk

  
\_\_\_\_\_  
Dr. Andrew Alexander, Mayor