

City of Pinole

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the  
Pinole Police Employees Association

# POLICE

July 1, 2004 to June 30, 2007

**PINOLE POLICE EMPLOYEES ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**Table of Contents**

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**RESOLUTION**

**ARTICLE 1. RECITALS..... 1**

**ARTICLE 2. MANAGEMENT RIGHTS ..... 1**

**ARTICLE 3. ASSOCIATION ACTIVITIES..... 2**

3.01 Association Representatives/Stewards Defined .....2

3.02 Time Off for “Meet and Confer” .....2

3.03 Notice to Supervisors .....3

3.04 Release Time for General Membership Meetings .....3

3.05 Emergency General Membership Meetings .....3

3.06 Association Activities .....4

**ARTICLE 4. SALARIES ..... 4**

4.01 Salary Adjustments.....4

4.02 One-Time Retention Bonus .....5

4.03 Longevity Pay.....5

**ARTICLE 5. SPECIALTY INCENTIVE PAYS..... 5**

5.01 Detective Pay .....5

5.02 Special Assignment Pay-Canine Officer .....5

5.03 Special Assignment Pay-Motorcycle Traffic Patrol.....5

5.04 Special Assignment Pay-Administrative Sergeant .....6

**ARTICLE 6. MEDICAL INSURANCE ..... 6**

6.01 Medical Insurance Program .....6

6.02 Retirement Benefits .....6

6.03 Medical Redirect.....6

6.04 Premium Increases .....6

**ARTICLE 7. DENTAL ..... 6**

7.01 Dental Plan .....6

7.02 Orthodontic Plan.....7

7.03 Premium Increases .....7

<b>ARTICLE 8. OTHER INSURANCE.....</b>	<b>7</b>
8.01 Life Insurance.....	7
8.02 Vision Care .....	7
8.03 Long Term Disability .....	7
8.04 Option for PORAC Long Term Disability Program .....	8
8.05 Premium Increases .....	8
<b>ARTICLE 9. RETIREMENT SYSTEM.....</b>	<b>8</b>
9.01 Public Safety Plan Defined. ....	8
9.02 Employee Contribution Rate Paid by the City.....	9
9.03 CalPERS Employer Contribution Rate Sharing Formula-Sworn.....	9
9.04 Miscellaneous Plan Non-Sworn Defined .....	10
9.05 Employee Contribution Rate-Non-Sworn .....	10
9.06 Pre-Tax Calculations for Sharing the Employer Contribution Rate.....	10
<b>ARTICLE 10. OVERTIME.....</b>	<b>11</b>
10.01 Definition of Overtime.....	11
10.02 Overtime Rate .....	11
10.03 Compensatory Time Off .....	11
10.04 Accrued Compensatory Time .....	11
<b>ARTICLE 11. SHIFT DIFFERENTIAL PAY.....</b>	<b>11</b>
11.01 Eligibility and Amount of Shift Differential Pay .....	11
11.02 Exemptions to Shift Differential Pay .....	<b>Error! Bookmark not defined.</b>
11.03 Shift Differential and Overtime .....	11
<b>ARTICLE 12. CALL BACK PAY.....</b>	<b>12</b>
12.01 Definition of Call Back Pay for Sworn .....	12
12.02 Definition of Call Back Pay for Non-Sworn.....	12
12.03 Call Back Pay During Meetings and/or Training .....	13
<b>ARTICLE 13. OFF DUTY COURT PAY.....</b>	<b>13</b>
13.01 Definition of Off Duty Court Pay .....	13
13.02 Requirement for “ Call In ” to Police Hot Line .....	13
<b>ARTICLE 14. SICK LEAVE.....</b>	<b>13</b>
14.01 Definition of Sick Leave .....	13
14.02 Sick Leave Accrual Rate .....	14
14.03 Extenuating Circumstances for Use of Sick Leave .....	14
14.04 Becoming Sick While On Duty .....	14
14.05 Unused Sick Leave .....	14
14.06 Other Provisions .....	14
<b>ARTICLE 15. VACATION.....</b>	<b>14</b>
15.01 Vacation Accrual Rate.....	14
15.02 Vacation Buy Back.....	15
15.03 Other Provisions .....	15

<b>ARTICLE 16. HOLIDAYS .....</b>	<b>15</b>
16.01 Holiday Accrual Rate-Sworn.....	15
16.02 Floating Holiday-Sworn .....	16
16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn .....	16
16.04 Holiday Accrual Rate Non-Sworn Employees .....	16
16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees .....	16
16.06 Pay for Actual Holidays Worked-Dispatchers .....	16
<b>ARTICLE 17. CLOTHING ALLOWANCE.....</b>	<b>17</b>
17.01 Amount of Clothing Allowance-Sworn.....	17
17.02 One Time Stipend for Class A Jacket .....	17
17.03 Amount of Clothing Allowance Non-Sworn Employees .....	17
17.04 One Time Uniform Start Up for New Officers and Dispatchers .....	17
17.05 Withholding Payment of Uniform Allowance.....	18
17.06 Other Provisions .....	18
<b>ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE.....</b>	<b>18</b>
18.01 Types of Safety Equipment Required-Sworn.....	18
18.02 Safety and Repair of Safety Equipment .....	18
18.03 Amount of Safety Equipment Allowance .....	18
18.04 Payment of Safety Equipment Allowance .....	19
18.05 Body Armor .....	19
18.06 Issuance of City Owned Safety Equipment .....	19
18.07 Other Provisions .....	19
<b>ARTICLE 19. OFFICER-IN-COMMAND.....</b>	<b>19</b>
19.01 Designation as Officer-in-Command.....	19
19.02 Payment for Being Designated Officer-in-Command .....	19
<b>ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER.....</b>	<b>19</b>
20.01 Designation of a Sworn Officer as a Field Training Officer .....	19
20.02 Payment for Designation as a Field Training Officer.....	20
20.03 Designation of a Dispatcher as a Trainer.....	20
20.04 Payment for Being Designated as a Dispatcher Trainer .....	20
<b>ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS .....</b>	<b>20</b>
21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims.....	20
21.02 Incident Defined.....	20
<b>ARTICLE 22. MEAL ALLOWANCE .....</b>	<b>21</b>
22.01 Amount of Meal Allowance .....	21
<b>ARTICLE 23. EDUCATION INCENTIVE PROGRAMS.....</b>	<b>21</b>
23.01 Amount of Educational Degree Pay.....	21
23.02 Maximum Amount Provided.....	21
23.03 Education Incentive Pay .....	21
23.04 Amount of Education Incentive Pay .....	21

23.05	Maximum Amount of Education Pay in a Given Month .....	22
23.06	Other Provisions .....	22
<b>ARTICLE 24.</b>	<b>TRAINING .....</b>	<b>22</b>
24.01	Reimbursement of Training Costs .....	22
24.02	Training Day Hours-Out of Town.....	22
<b>ARTICLE 25.</b>	<b>BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT .....</b>	<b>22</b>
25.01	Background Procedures .....	22
<b>ARTICLE 26.</b>	<b>PROBATIONARY PERIOD .....</b>	<b>23</b>
26.01	Probationary Period-Sworn Officer .....	23
26.02	Probationary Period Non-Sworn.....	23
<b>ARTICLE 27.</b>	<b>DRUG FREE WORK PLACE.....</b>	<b>23</b>
27.01	Drug Free Work Place Policy.....	23
<b>ARTICLE 28.</b>	<b>SCOPE AND SEVERABILITY.....</b>	<b>23</b>
<b>ARTICLE 29.</b>	<b>TERM OF THE MOU .....</b>	<b>24</b>
<b>ATTACHMENT A. SALARY SCHEDULE</b>		

## **ARTICLE 1. RECITALS**

The City of Pinole ("City") and the Pinole Police Employees Association ("Association") have met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code and, through their authorized representatives, accept and agree to the terms and conditions of employment set forth in this Memorandum of Understanding ("MOU") for the following classifications of employees:

- Sergeant
- Police Officer
- Dispatcher
- Community Safety Specialist

## **ARTICLE 2. MANAGEMENT RIGHTS**

Unless specifically in conflict with this MOU, all management rights shall remain vested exclusively with the City. City management rights include, but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

1. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards and commissions;
2. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
4. The right to review and inspect, without notice, all City-owned facilities, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems and filing cabinets and systems except to the extent notice and/or other procedural requirements are required under the Peace Officers Bill of Rights, Government Code Section 3309, for lockers or other assigned storage space;
5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

6. The rights to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
7. The right to maintain and modify the City's classification plan;
8. The right to establish and enforce employee performance standards;
9. The right to schedule and assign work, make reassignments and assign overtime work;
10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The right to establish and modify bargaining units, and to assign new or amended classifications to particular bargaining units subject to the restrictions set forth in the Meyers Milias Brown Act, Government Code Section 3508;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any City investigation; and
13. The right to maintain orderly, effective and efficient operations.

### **ARTICLE 3. ASSOCIATION ACTIVITIES**

#### **3.01 Association Representatives/Stewards Defined**

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for assisting other Association members in the resolution of disputes concerning wages, hours and working conditions.

#### **3.02 Time Off for "Meet and Confer"**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting and conferring with City representatives. This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Chief of Police, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **3.03 Notice to Supervisors**

Association stewards engaged in such activities shall first advise their supervisors and get approval before leaving their assigned work areas on such business.

### **3.04 Release Time for General Membership Meetings**

The City will allow the Association time to hold its General Membership meetings at least six times in a calendar year. Association elected officers may attend all meetings. However, a minimum of one (1) on duty Dispatcher will be required to remain in Dispatch and a minimum of two (2) sworn officers will be required to remain in the field during such meetings. For each on duty employee attending such meetings, a maximum of two (2) hours of City time shall be allowed.

On duty personnel attending such meetings shall be on an on-call status and shall respond to calls for service. At no time shall coverage be compromised. No overtime or compensatory time will be paid for the meeting.

Prior to scheduling and holding a general membership meeting, the Association shall make notification in writing to the Police Chief or his/her designee within seven (7) calendar days of such meeting to be held.

### **3.05 Emergency General Membership Meetings**

The City and the Association recognize that emergency general membership meetings may be needed on occasion. In the event of an emergency meeting, the Association will give the Police Chief or his/her designee at least two (2) days notice in writing and the emergency meeting will not be counted toward the six (6) meeting maximum for the calendar year.

An emergency meeting is defined as a "serious situation or occurrence that happens unexpectedly and demands immediate action by the Association. This would include, but not be limited to meetings needed for general membership approval of expenditures when such expenditures are unforeseen, meetings needed for a ratification vote such as for a Memorandum of Understanding, or other general membership votes needed for an unforeseen event that requires immediate attention.

All other rules as outlined in Article 3 shall be in effect during emergency meetings. The Association will only hold a minimum number of emergency meetings.

### **3.06 Association Activities**

All notices, messages, announcements and other documents relating to activities of the Association shall be posted only on the bulletin board designated for such purpose and shall not be posted on other bulletin boards, walls, blackboards, etc., within the Police Department offices.

Nothing in this Section shall limit the rights of the Association as provided in Section 3500, et. Seq., of the California Government Code.

## **ARTICLE 4. SALARIES**

### **4.01 Salary Adjustments**

The City and the Association have agreed that the following salary adjustments will be made during the term of this MOU agreement:

- **FY 2004-05**  
*Retroactive to January 1, 2005*
  - Sergeant 5.0%
  - Officer 5.0%
  - Dispatcher 0%
  - Community Safety Specialist 0%
  
- **FY 2005-06**  
*Retroactive July 1, 2005*
  - Sergeant 3.7%
  - Officer 7.0%
  - Dispatcher 2.5%
  - Community Safety Specialist 2.0%
  
- **FY 2006-07**  
*Effective July 1, 2006*
  - Sergeant 5.0%
  - Officer 5.0%
  - Dispatcher 2.5%
  - Community Safety Specialist 2.0%

*Effective January 1, 2007*

- Sergeant 5.0%
- Officer 5.0%
- Dispatcher 0%
- Community Safety Specialist 0%

#### **4.02 One-Time Retention Bonus**

The City shall pay a one-time retention bonus to the sworn and non-sworn Association members as follows:

- Sworn Officers and Sergeants \$1,000
- Non-Sworn Dispatchers \$200

This amount shall be paid to all Association members who have been employed full time with the City of Pinole for at least one year on September 1, 2005.

#### **4.03 Longevity Pay**

Employees will receive an additional 3% increase of their regular straight time rate of pay when they have reached 15 years of service.

### **ARTICLE 5. SPECIALTY INCENTIVE PAYS**

#### **5.01 Detective Pay**

Officers and/or Sergeants assigned to the position of Detective shall receive an additional 3% of the employee's regular straight-time rate of pay.

#### **5.02 Special Assignment Pay-Canine Officer**

Officers and/or Sergeants assigned to the position of Canine Officer shall receive an additional 5% of the employee's regular straight-time rate of pay.

#### **5.03 Special Assignment Pay-Motorcycle Traffic Patrol**

Officers and/or Sergeants assigned to the position of Motorcycle Traffic Patrol shall receive an additional 5% of the employee's regular straight-time rate of pay while performing the duties of traffic patrol and actually on the motorcycle. If the officer is reassigned for more than 80 hours to some other assignments such as patrol and is taken off the motorcycle, then he/she will not be entitled to the Special Assignment Pay for that duration.

#### **5.04 Special Assignment Pay-Administrative Sergeant**

Sergeants assigned to the position of “Administrative Sergeant” shall receive an additional 3% of the employee’s regular straight-time rate of pay while performing the duties of Administrative Sergeant.

### **ARTICLE 6. MEDICAL INSURANCE**

#### **6.01 Medical Insurance Program**

The City currently provides for the CalPERS medical insurance program. The City will pay as a premium payment a maximum of \$ 922.19 for the Kaiser Family Plan under the CalPERS program.

#### **6.02 Retirement Benefits**

All employees hired after September 1, 1988 are eligible for medical retirement benefit for the employee only at the Kaiser employee only rate. Said employees must pay for additional dependent coverage if applicable.

#### **6.03 Medical Redirect**

Eligible employees shall be allowed to redirect one-half of their normal medical premiums (Kaiser equivalent) to compensation. An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to provisions of the City’s health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

#### **6.04 Premium Increases**

Effective July 1, 2005 through June 30, 2007, the City will establish a maximum insurance premium base rate at the 2005 rate level or \$922.19 per month. Any increases above this rate in the future will be shared equally (50/50) between the City and the Association.

### **ARTICLE 7. DENTAL**

#### **7.01 Dental Plan**

The City agrees to pay a maximum monthly premium of \$107.04 for dental and orthodontic coverage for the employee plus two or more dependents for a City provided dental plan. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution

shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,000 annual maximum benefit amount per person.

### **7.02 Orthodontic Plan**

The City agrees to provide orthodontic coverage for the employee plus two or more dependents for a City provided orthodontic plan. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum contribution. Selection of the carrier is at the discretion of the City. The selected plan shall have a 50/50 co-payment and a \$1,500 lifetime maximum benefit for each person.

### **7.03 Premium Increases**

Effective July 1, 2005 through June 30, 2007, the City will establish a maximum insurance premium base rate at the 2005 rate level. Any increases above this rate in the future will be shared equally (50/50) between the City and the Association.

## **ARTICLE 8. OTHER INSURANCE**

### **8.01 Life Insurance**

The City agrees to provide term life insurance and accidental death or dismemberment at \$40,000 each. Selection of the carrier is at the discretion of the City. Additional coverage may be purchased at the employee’s expense.

### **8.02 Vision Care**

The City agrees to pay for a vision care program covering the employee and his/her eligible dependents up to a maximum amount of \$17.50 per month per employee. Selection of the carrier shall be at the discretion of the City.

### **8.03 Long Term Disability**

The City agrees to pay a maximum premium of \$0.94 per \$100.00 of base salary for a long-term disability plan providing two-thirds of the coordinated salary benefit with a ninety- (90) day corridor.

Represented employees have the option to upgrade said plan to a thirty- (30) day corridor policy with the cost difference to be paid by the employee.

#### **8.04 Option for PORAC Long Term Disability Program**

The City will explore the feasibility of transferring the Long Term Disability Program for Association employees to that offered by PORAC by January 1, 2006. This action is contingent upon the results of said analysis and whether or not there is a cost benefit to the City and the employees and if the City's Risk Management Joint Powers Authority does not restrict opting out of the current program.

#### **8.05 Premium Increases**

The City will establish a maximum insurance premium base rate for long term disability insurance at the 2005 rate level. Any increases above this rate in the future will be shared equally (50/50) between the City and the Association.

### **ARTICLE 9. RETIREMENT SYSTEM**

#### **9.01 Public Safety Plan Defined.**

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For sworn Public Safety Employees, the contract offers the following options:

- 3% at 55 Retirement Plan
- Military Buy Back  
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits  
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and on going cost of the increase.
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave  
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be

converted to additional service credit in accordance with the CalPERS contract program.

### **9.02 Employee Contribution Rate Paid by the City**

The City will continue to pay the State mandated 9% Employee Contribution Rate during the term of this MOU.

### **9.03 CalPERS Employer Contribution Rate Sharing Formula-Sworn**

Both the City and the Association acknowledge that the CalPERS Board of Directors sets the Employer's portion of the CalPERS Contribution Rate annually and that this rate is flexible depending upon market conditions and actuarial calculations. The City and the Association agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost as outlined below:

- a. The City will establish a maximum baseline rate of 11.5% for the annual Employer's Contribution Rate.
- b. Should the annual Employer's Contribution Rate increase above 11.5%, the City and the Association will share equally (50/50) the difference.
- c. For the period July 1, 2005 through June 30, 2006, the annual CalPERS Employer Contribution Rate has been set at 25.071%. As such, the City will pay the first 11.5%. The difference of 13.571% will be shared equally 50/50. The City will pay up to an additional 6.79% in addition to the 11.5% Employer Contribution Rate for a total of 18.281%.
- d. The Association will pay a total of 6.79% towards the Employer Contribution Rate during the term of this MOU. The Association has been paying 1.7% as outlined in the previous MOU and, thus, will retroactively pay an additional 3.8% from January 15, 2005 to June 30, 2005. Beginning July 1, 2005, the Association will pay an additional 1.29% for a total of 6.79% effective upon the first full pay period after the ratification of this MOU.
- e. For the period July 1, 2006 through June 30, 2007, the annual CalPERS Employer Contribution Rate is projected at 25.0%. The same formula outlined in Section (b) shall be utilized to compute the rate sharing between the City and the Association for FY 2006-07.
- f. For the period extending after the term of this MOU, the annual CalPERS Employer Contribution Rate is not known at this time. However, once the City receives notification of the rate from CalPERS, the same formula outlined in Section (b) shall be utilized to compute the rate sharing between the City and the Association.

- g. Both the City and the Association also agree that future costs of the CalPERS amendment for 3% at 55 will continue to be a shared cost based on the formula outlined in section (b) unless otherwise agreed upon by both parties.

#### **9.04 Miscellaneous Plan Non-Sworn Defined**

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS) for the 2% @ 55 formula for miscellaneous employees. The Miscellaneous contract includes the classification of Dispatcher.

For Miscellaneous Employees, the contract offers the following options:

- **Military Buy Back**  
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**  
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and on going cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**  
Any unused accumulated sick leave at time of retirement, for which there is no compensation at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

#### **9.05 Employee Contribution Rate-Non-Sworn**

The City will continue to pay the State mandated 7% Employee Contribution Rate during the term of this MOU.

#### **9.06 Pre-Tax Calculations for Sharing the Employer Contribution Rate**

The City will determine the feasibility of utilizing pre tax calculations for the sworn employee's share of the Employer Contribution Rate. A letter to the City's Auditor has already been prepared and submitted for review and approval. Once this letter is received, it will be forwarded to the City Attorney's Office for review

and approval. It is anticipated that a final determination by the Auditors and the City Attorney's Office will be received by January 1, 2006.

## **ARTICLE 10. OVERTIME**

### **10.01 Definition of Overtime**

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds.

### **10.02 Overtime Rate**

Compensation for overtime hours worked shall be paid at one and one-half times the employee's regular rate of pay.

### **10.03 Compensatory Time Off**

At the employee's request, compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that the employee provides reasonable advance notice of intent to use such time off.

### **10.04 Accrued Compensatory Time**

At no time shall a represented employee's accrued compensatory time off balance exceed eighty (80) hours. In the event an employee's compensatory balance exceeds 80 hours, the City will pay the employee for the compensatory hours in excess of 80 hours.

## **ARTICLE 11. SHIFT DIFFERENTIAL PAY**

### **11.01 Eligibility and Amount of Shift Differential Pay**

The City agrees to pay a shift differential of 5% of base salary as follows:

- Sergeants and Officers assigned to the "night team" shift during the hours of 7:00 p.m. – 7:00 a.m.
- Dispatchers assigned to the "night team" shift from 7:00 p.m. to 7:00 a.m.

## **11.02 Exemptions to Shift Differential Pay**

Any sworn Officer or Sergeant who is receiving specialty pay and who is assigned to a temporary patrol relief position on the “night team” shift is only entitled to receive either the specialty pay or the shift differential, whichever amount is greater. Because of the uniqueness of the canine unit, this assignment is excluded and is eligible for both canine unit pay and shift differential.

## **11.03 Shift Differential and Overtime**

The shift differential premium rate (5% of base salary) is only paid when a Sergeant, Officer, or Dispatcher is regularly assigned to the “night team” shift of 7:00 p.m. – 7:00 a.m. If held over from this regularly-assigned shift, the pay rate reverts back to the employee’s regular base rate of pay and is calculated at the overtime rate of time and one half.

If a Sergeant, Officer, or Dispatcher is not assigned to the “night team” and is required to work this shift, they will be eligible for the shift differential rate of 5% of base pay. The overtime rate will be calculated at time and one half of the employee’s base rate of pay.

## **ARTICLE 12. CALL BACK PAY**

### **12.01 Definition of Call Back Pay for Sworn**

Personnel called out to perform unscheduled work, which results in an employee working in excess of 80 hours in the 14-day work period, shall be compensated at time and one half the employee’s regular rate of pay commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an Officer or Sergeant has already been relieved of duty, has left the station, and is then called back to duty. “Call Back” time begins when the Officer or Sergeant reports to the Police Station.

### **12.02 Definition of Call Back Pay for Non-Sworn**

Personnel called out to perform unscheduled work which results in an employee working in excess of forty (40) hours in the applicable workweek shall be compensated at time and one half the employee’s regular rate of pay commencing at the time the employee reports for work, or a minimum of four (4) hours, whichever is greater.

Call Back pay is defined as hours worked when an employee has already been relieved of duty, has left the station, and is then called back to duty. "Call Back" time begins when the employee reports to the Police Station.

### **12.03 Call Back Pay During Meetings and/or Training**

Call back pay for sworn and non-sworn employees does not apply to meetings, training sessions, or other work about which employees receive seven (7) calendar days advance notice. Call back pay also does not apply to work performed as an extension of a scheduled shift, either prior to or after said shift.

## **ARTICLE 13. OFF DUTY COURT PAY**

### **13.01 Definition of Off Duty Court Pay**

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive compensation at the rate of one and one-half times the employee's basic hourly rate for the time required for the appearance, or for a minimum of four (4) hours, whichever is greater. Any reimbursement or payments received by the employees for such appearances shall be returned to the City.

Off Duty Court time begins at the time the Officer reports to the Police Station to gather evidence or to the court, whichever happens first.

### **13.02 Requirement for " Call In " to Police Hot Line**

An Association member, who is required to attend court, must use the Police Department Hotline to determine if he/she is required to report to the court. For morning court assignments, an officer must call into the hotline by midnight the night before the court date. For afternoon court assignments, an officer must call into the hotline no later than 12 noon.

## **ARTICLE 14. SICK LEAVE**

### **14.01 Definition of Sick Leave**

When an employee finds it necessary to be absent for illness or injury, the employee must notify the Chief or his/her designee at least two hours prior to the beginning of their shift, that they will not be able to report for duty.

#### **14.02 Sick Leave Accrual Rate**

A represented employee's accrual rate for sick leave shall be eight (8) hours per month based on a 2,080 hours per year work schedule. Sick leave will be accrued on a bi-weekly payroll basis for each payroll in which a represented employee is in a pay status for at least 5 working days.

#### **14.03 Extenuating Circumstances for Use of Sick Leave**

Sick leave shall not be granted unless the provisions of 14.01 and 14.02 above are met, except that the Police Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

#### **14.04 Becoming Sick While On Duty**

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

#### **14.05 Unused Sick Leave**

As an incentive, Association employees who do not use any sick leave for six consecutive months shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight- (8) hour day of vacation in any calendar year.

#### **14.06 Other Provisions**

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding sick leave shall be as provided in the City's Personnel Rules.

### **ARTICLE 15. VACATION**

#### **15.01 Vacation Accrual Rate**

Vacation leave will be accrued based on a 2,080 hours per year work schedule and on a bi-weekly payroll basis in which a represented employee is in a pay status for at least five (5) working days.

Represented employees shall accrue vacation leave at the following rates to the following maximums for continuous service performed:

<u>Years of Service</u>	<u>Hours Accrued per Year</u>	<u>Maximum Accrual (hours)</u>
0 to 4	96	192
5 to 9	144	288
10 to 15	160	320
16+	192	384

**15.02 Vacation Buy Back**

An employee with three (3) years minimum service has the option to buy back up to a maximum of 52 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 consecutive hours of vacation during the twelve (12) months prior to the date of request.

**15.03 Other Provisions**

Except as provided above, the policy, eligibility, accrual, use and other provisions regarding vacation leave shall be as provided in the City’s Personnel Rules.

**ARTICLE 16. HOLIDAYS**

**16.01 Holiday Accrual Rate-Sworn**

Effective July 1, 2004, and during the term of this agreement, the City shall compensate sworn officers for fourteen (14) annual holidays including:

January 1	New Year’s Day
Third Monday in January	Martin Luther King’s Birthday
February 12	Lincoln’s Birthday
Third Monday in February	Washington’s Birthday
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admissions Day
Second Monday in October	Columbus Day
November 11	Veteran’s Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

This time is in lieu of time off at the rate of 1.3 times the represented individual's base pay rate for the days. These payments are based on an 8-hour day or 2,080 hours worked in a calendar year. Payments shall be made twice a year, once in November and once in June. Should an officer resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City's payroll.

#### **16.02 Floating Holiday-Sworn**

Additionally, one eight- (8) hour day as a floating holiday per fiscal year and an additional three (3) hours of floating holiday time per fiscal year are provided to sworn officers. Each employee may select these floating holidays, subject to the requirement that requests for time off must be approved by the Police Chief.

#### **16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn**

For floating holidays, sworn officers may choose to accrue compensatory time off at time and a half for the eleven (11) hours of floating holiday time outlined in Section 16.02 and Section 10.03 of this MOU, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded.

#### **16.04 Holiday Accrual Rate Non-Sworn Employees**

Dispatchers and Community Safety Specialists shall receive 14 paid holidays (see 16.01), plus two (2) additional paid hours off. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

#### **16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees**

Dispatchers and Community Safety Specialists shall not receive compensatory time off in lieu of a paid or floating holiday.

#### **16.06 Pay for Actual Holidays Worked-Dispatchers**

Dispatchers shall receive holiday pay for the actual day worked, not the day that is officially observed by the City, for the following three (3) holidays: New Year's Day, July 4<sup>th</sup>, and Christmas Day. Dispatchers assigned to work on these City designated holidays, if different from the actual holidays, will be paid at the regular rate of pay and will not receive holiday pay.

## **ARTICLE 17. CLOTHING ALLOWANCE**

### **17.01 Amount of Clothing Allowance-Sworn**

The City shall provide a clothing allowance for the purchase and maintenance of uniforms and accessories for sworn officers as outlined below:

- Effective July 1, 2005                      \$800 for Sworn
- Effective July 1, 2006                      \$824 for Sworn

The City will pay this allowance in two equal payments, one in June and one in December of each year.

### **17.02 One Time Stipend for Class A Jacket**

The City will provide a one-time reimbursement of \$425 to each sworn officer for the purchase of a Class A Jacket. This purchase shall be completed by January 1, 2006 and the receipt submitted to the Chief of Police. If an Officer already has a Class A Jacket, then he/she may present the jacket to the Police Chief and subsequently will be eligible for the one time stipend as well.

### **17.03 Amount of Clothing Allowance Non-Sworn Employees**

The City shall provide a clothing allowance for the purchase and maintenance of uniforms and accessories to each represented employee as outlined below:

- Effective July 1, 2005                      \$600 for Non-Sworn
- Effective July 1, 2006                      \$618 for Non-Sworn

The City will pay this allowance in two equal payments, one in June and one in December of each year.

### **17.04 One Time Uniform Start Up for New Officers and Dispatchers**

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. This will be paid in a flat amount on the first payroll after their employment date.

### **17.05 Withholding Payment of Uniform Allowance**

Payment of the clothing allowance shall be withheld, or pro-rated, for employees in the following statuses:

- a) For the amount of leave in excess of three consecutive months;
- b) Any leave of absence without pay; and/or
- c) Any leave, paid or unpaid, following an application for disability retirement.

The clothing allowance shall only be paid when it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

### **17.06 Other Provisions**

The City is considering new uniform standards for all personnel. If the City develops new uniform standards, the City will meet and confer on the timing of compliance with the new standards.

The City reserves the right to explore alternative methods of providing uniforms and accessories to sworn and non-sworn employees and, following appropriate meet and confer, may modify this section.

## **ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE**

### **18.01 Types of Safety Equipment Required-Sworn**

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case, mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

### **18.02 Safety and Repair of Safety Equipment**

Each officer shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 18.01, that is not in a usable state due to damage or deterioration.

### **18.03 Amount of Safety Equipment Allowance**

The City will reimburse each sworn officer up to \$255.00 per year for the purchase of the safety equipment listed in Section 18.01 above.

#### **18.04 Payment of Safety Equipment Allowance**

The safety equipment allowance shall be paid in two installments per year at the same time that the payment of the uniform allowance is paid. This allowance will be paid in June and December of each calendar year.

#### **18.05 Body Armor**

The City will purchase the initial body armor for new sworn personnel and will replace body armor damaged in the line of duty, or as required by manufacturer specifications, whichever occurs sooner.

#### **18.06 Issuance of City Owned Safety Equipment**

New employees may be issued safety protective equipment if available and in stock. If equipment is issued from that in stock, such maintenance and repair is the responsibility of the new employee.

#### **18.07 Other Provisions**

The City reserves the right to explore alternative methods of providing safety equipment and, following appropriate meet and confer may modify this section.

### **ARTICLE 19. OFFICER-IN-COMMAND**

#### **19.01 Designation as Officer-in-Command**

Solely and completely at the discretion of the Police Chief or his/her designee, an employee may be assigned to serve as the "Officer-In-Command". The Officer-In-Command shall satisfy all the tasks and duties listed in Police Department General Orders or other official procedures for Watch Commander.

#### **19.02 Payment for Being Designated Officer-in-Command**

The Officer-in-Command shall receive a differential of 5% five (5) percent of the employee's normal hourly rate for hours worked in this assigned capacity.

### **ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER**

#### **20.01 Designation of a Sworn Officer as a Field Training Officer**

The Police Chief may designate a sworn officer as a Field Training Officer at his/her discretion.

## **20.02 Payment for Designation as a Field Training Officer**

A 3% salary increase will be paid to an Officer while providing training to a new officer. Designation of training officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Field Training Officer assignment shall not constitute punitive action under the City's Personnel Policies.

## **20.03 Designation of a Dispatcher as a Trainer**

The Police Chief and/or his/her designee may designate a Dispatcher as a Trainer at his/her discretion.

## **20.04 Payment for Being Designated as a Dispatcher Trainer**

A 3% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

Removal from or rotation out of being a Dispatcher Trainer assignment shall not constitute punitive action under the City's Personnel Policies.

# **ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS**

## **21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims**

The City shall pay a total of \$25 per incident to female Dispatchers when they are required to leave their primary job function and provide assistance with a female prisoner, detainee, or victim.

## **21.02 Incident Defined**

An incident is defined as a single event or circumstance and includes a female Dispatcher performing, witnessing or assisting with booking, urine tests, and/or searching, and any other hands-on physical contact with female prisoners, detainees or victims.

## **ARTICLE 22. MEAL ALLOWANCE**

### **22.01 Amount of Meal Allowance**

During the term of the MOU agreement, the City shall reimburse each employee, sworn or non-sworn in the Association unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$10 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

## **ARTICLE 23. EDUCATION INCENTIVE PROGRAMS**

### **23.01 Amount of Educational Degree Pay**

The City will pay covered employees an education incentive for one degree or one POST Certificate as follows:

- AA Degree or Intermediate POST Certificate      \$ 75 per month
- BA Degree or Advanced POST Certificate      \$150 per month

### **23.02 Maximum Amount Provided**

The maximum education incentive for which an employee is eligible is \$150 per month. To be eligible, an employee must possess and provide verification of said qualifications to the City.

### **23.03 Education Incentive Pay**

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

### **23.04 Amount of Education Incentive Pay**

Upon completion of the units described above, and with a passing grade of "C" or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive \$50 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

### **23.05 Maximum Amount of Education Pay in a Given Month**

An employee may not receive more than \$50 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Chief of Police and the City Manager.

### **23.06 Other Provisions**

All education or other training programs approved under this program shall be completed on an employee's own time and expense.

## **ARTICLE 24. TRAINING**

### **24.01 Reimbursement of Training Costs**

Employees will be reimbursed for costs associated with training seminars, programs and school, including POST training classes, according to the terms and procedures set forth in the City's "Travel and Training Policy."

### **24.02 Training Day Hours-Out of Town**

Association employees assigned to a 12-hour shift, who are scheduled to attend out-of-town training for at least a minimum of 9 hours in a day (including travel time and excluding lunch break), are not required to return to work status unless the Police Chief is in need of coverage. The employee, who is required to return for the remaining three hours, will be paid at straight time. Should the employee have to work beyond the twelve hours in that workday, he/she will be paid time and one half for any hours worked over twelve hours.

Normal overtime rates shall apply should the assigned training time cause the employee to exceed the assigned workweek.

## **ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT**

### **25.01 Background Procedures**

When an officer is being considered for an internal promotion, he/she is subject to all of the qualifications and requirements as any other candidate. As a part of the process, the City will require he/she to undergo a mini background investigation as well as medical/physical and psychological examinations in order to qualify for the promotion.

## **ARTICLE 26. PROBATIONARY PERIOD**

### **26.01 Probationary Period-Sworn Officer**

The probationary period shall be as provided in the City of Pinole Personnel Rules.

### **26.02 Probationary Period Non-Sworn**

The probationary period for Dispatcher shall be twelve (12) consecutive months of actual service.

## **ARTICLE 27. DRUG FREE WORK PLACE**

### **27.01 Drug Free Work Place Policy**

The City and Association agree that they are committed to providing and maintaining a drug free work place, except to the extent required in performing police job duties. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. It is also understood that the City has the right to test employees for drug and alcohol use based on reasonable suspicion.

The City will be revising its Drug Free Work Place Policy in the near future and it will be discussed with the Association under the "Meet and Confer" requirements.

## **ARTICLE 28. SCOPE AND SEVERABILITY**

**28.01** Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the City and the Association, and constitutes the sole and entire agreement between them.

The City and the Association acknowledge that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands or proposals with respect to any subject or matter not removed by law or ordinance from collective bargaining, and that the parties' understandings and agreements are set forth in this MOU. Neither party shall, therefore, demand any change in this MOU to be effective during the term of this MOU nor neither party shall be required to meet and confer on any matter that is covered in this MOU.

**28.02** If any section, subsection, sentence, clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction or superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the portion held illegal, invalid or unconstitutional is rewritten to conform as closely as possible to the original intent.

**ARTICLE 29. TERM OF THE MOU**

This agreement shall be in full force and effect from July 1, 2004 through June 30, 2007.

**For the City of Pinole:**

\_\_\_\_\_  
Belinda B. Espinosa, City Manager

\_\_\_\_\_  
Date

**For the Pinole Police Employees Association:**

\_\_\_\_\_  
Matt Avery, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gene Boicelli, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becki Douthit, Secretary Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark O'Connell, Business Agent

\_\_\_\_\_  
Date