



**MEMORANDUM OF UNDERSTANDING**

**ESCONDIDO POLICE OFFICERS' ASSOCIATION  
NON-SWORN BARGAINING UNIT  
CITY OF ESCONDIDO**

**JULY 1, 2010 - JUNE 30, 2012**

## TABLE OF CONTENTS

		<u>Page</u>
<u>ARTICLE 1 GENERAL</u>		
Section 1.01	Preamble .....	1
Section 1.02	Intent .....	1
Section 1.03	Purpose.....	1
Section 1.04	Parties to the Memorandum of Understanding .....	1
Section 1.05	Recognition.....	1
Section 1.06	Employee Rights.....	2
Section 1.07	Management Rights .....	2
<u>ARTICLE 2 SALARIES AND COMPENSATION</u>		
Section 2.01	General.....	2
Section 2.02	Salary .....	2
Section 2.03	Bilingual Pay.....	3
Section 2.04	P.O.S.T. Incentive Pay / Certification Pay .....	3
Section 2.05	<b>Uniform Allowance</b> .....	<b>3</b>
Section 2.06	Safety Equipment.....	4
Section 2.07	Out-of-Class Compensation.....	4
Section 2.08	Shift Differential .....	5
Section 2.09	401(k) Plan.....	5
Section 2.10	Investigation/Callout Pay.....	5
Section 2.11	Specialty Pay.....	5
<u>ARTICLE 3 WORK SCHEDULE AND OVERTIME COMPENSATION</u>		
Section 3.01	Work Period.....	5
Section 3.02	Overtime .....	6
	Eligibility	
	Exempt Employees	
	Overtime - General	
	Overtime - Hours	
	Overtime - Hours Worked	
	Overtime - Recordkeeping	
	Overtime - Callback	
	Compensatory Time Off	
	Court Time	
	Training	
	Out-of-Town Travel Time	
	Regular Rate of Pay	
Section 3.03	Attendance .....	9

ARTICLE 4    BENEFIT PACKAGE

Section 4.00	CALPERS Benefits.....	9
Section 4.01	Health Insurance and Dental Insurance .....	10
Section 4.02	Life Insurance/AD&D .....	10
Section 4.03	Disability Insurance and Benefits .....	10
Section 4.04	Domestic Partner Benefits .....	11
Section 4.05	Voluntary Benefits .....	11

ARTICLE 5    PAID LEAVE

Section 5.01	<b>Holidays</b> .....	<b>11</b>
	Holiday Pay	
	Floating Holiday Payout	
Section 5.02	Vacation .....	14
	Annual Vacation Leave	
	Earned Vacation	
	Vacation Periods	
Section 5.03	Sick Leave.....	15
	Sick Leave - Personal Use	
	Sick Leave - Accrual Rate	
	Family Assistance - Bereavement Leave	
	Workers' Compensation	
	Sick Leave - Termination	
	Sick Leave - Illness During Authorized Vacation	
	Sick Leave Conversion	
Section 5.04	Military Leave/FMLA .....	17
Section 5.05	Jury and Witness Leave .....	18
Section 5.06	Leave of Absence Without Pay.....	18
	Maternity/Paternity/FMLA/CFRA Leave	

ARTICLE 6    WORKING CONDITIONS

Section 6.01	Grievance Procedure.....	20
	Definitions	
	General Provisions	
	Representation Rights	
	Complaint Procedure	
	Grievance Procedure	
	General Grievances	
Section 6.02	Seniority Provisions	26
	Definition	
	Paid Leave Preference	
	Lay Off	

Section 6.03	Association Representation.....	27
	Payroll Deduction	
	Release Time	
	Police Association Representatives Access to Work Locations	
Section 6.04	Length of Probationary Period.....	28
<b>ARTICLE 8</b>	<b>TUITION REIMBURSEMENT</b> .....	<b>28</b>
	Eligibility Criteria	
	Tuition and Related Expenses	
	Approval Process	
	Exception Review	
	Limitations/Return of Education Reimbursement	
	Reimbursement Procedure	
<b>ARTICLE 9</b>	<b>FIELD TRAINING OFFICER</b> .....	<b>30</b>
<b>ARTICLE 10</b>	<b>PROBATION EXTENSION</b> .....	<b>30</b>
<b>ARTICLE 11</b>	<b>AMERICANS WITH DISABILITIES ACT</b> .....	<b>30</b>
<b>ARTICLE 12</b>	<b>WORK SCHEDULE</b> .....	<b>31</b>
<b>ARTICLE 13</b>	<b>TERM OF AGREEMENT</b>	
Section 13.01	<b>Term</b> .....	<b>33</b>
Section 13.02	Ratification.....	33
<b>EXHIBIT "A"</b>	<b>SALARY SCHEDULE</b> .....	<b>Ex. "A"</b>
<b>EXHIBIT "B"</b>	<b>HEALTH INSURANCE</b> .....	<b>Ex. "B"</b>

MEMORANDUM OF UNDERSTANDING  
ESCONDIDO POLICE OFFICERS' ASSOCIATION  
NON SWORN BARGAINING UNIT  
**2010 – 2012**

ARTICLE 1 GENERAL

Section 1.01 Preamble

This Memorandum of Understanding is entered into by the City of Escondido and the Escondido Police Officers' Association as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment.

Section 1.02 Intent

It is the intent of this Memorandum to provide for the continuation of the harmonious relationship between the City of Escondido and the Escondido Police Officers' Association.

Section 1.03 Purpose

It is the purpose of this Memorandum to provide a document setting forth the understanding reached by meeting and conferring in good faith on wages, hours, and other terms and conditions of employment for members of the Escondido Police Officers' Association with the City of Escondido.

Section 1.04 Parties to the Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Escondido (hereinafter referred to as "City") and the Escondido Police Officers' Association (hereinafter referred to as "Association").

Section 1.05 Recognition

The Escondido Police Officers' Association, pursuant to the Employer-Employee Relations Resolution adopted by the Escondido City Council on March 19, 1980, and in accordance with the procedures therein, was formally acknowledged on June 23, 1980, as a recognized Employee Organization for the bargaining unit and includes the following classifications:

- A. Community Service Officer
- B. Senior Community Service Officer
- C. Public Safety Shift Supervisor (recognition granted on July 18, 2004).

D. Public Safety Dispatcher (recognition granted on April 25, 2003).

Section 1.06 Employee Rights

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights. No employee shall be prohibited from exercising their right to resign from City employment at any time and nothing in this policy shall be construed as to abrogate that right. In addition, employees of the City shall have the right to the redress of grievances and complaints as set forth in Section 6.01 of this MOU.

Section 1.07 Management Rights

The rights of the City include but are not limited to the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees, take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 2 SALARIES AND COMPENSATION

Section 2.01 General

All salary increases, including annual salary adjustments, when granted, shall be based on merit.

Section 2.02 Salary

Effective July 1, 2000, salary calculation shall be based on 2,080 work hours a year.

Salary increases shall be effective on the first day of the pay period closest to the stated date.

Salary changes relating to step increases, changes in assignments, etc., shall take effect on the first day of the pay period in which the change takes place.

**All step increases will be suspended where eligibility for the increase occurs on or after the pay period beginning on October 4, 2009.**

The City will implement the following salary adjustments:

July 1, 2005                      Reclassification to CSO and Senior CSO including requirement for rotation of assignment at three years in a specific assignment; extension of a duty assignment beyond three years at discretion of Police Chief.

The City and the Association agree to meet and confer over the criteria for rotation of assignment within the CSO classification.

Section 2.03                      Bilingual Pay

The City agrees to pay \$200.00 per month for verbal bilingual skills; an additional \$75.00 per month shall be granted for written bilingual skills. The City reserves the right to establish the criteria for eligibility for this skill pay and shall verify through testing procedures, developed by the City, that employees are qualified and eligible. The bilingual pay benefit will only be authorized with the approval of the Department Head. Members already receiving bilingual pay will continue to receive pay as long as they properly recertify with the City when required.

Section 2.04                      P.O.S.T. Incentive Pay/Certification Pay

The City will provide POST Certification pay for Public Safety Dispatcher I/II and Public Safety Shift Supervisor as follows:

Intermediate Certificate:	\$75.00 per month
Advanced Certificate:	\$150.00 per month

Such incentive pay will be calculated into the base pay for Public Safety Dispatcher I/II and Public Safety Shift Supervisor for salary comparability purposes with other public safety dispatch agencies. Other comparable agencies that provide POST certification pay will also have such pay included in their base salaries for study purposes.

**No new Certification Pay will be implemented after the pay period beginning October 4, 2009; currently existing Certification Pay in effect at the time of suspension will remain in place.**

Section 2.05                      Uniform Allowance

A.    Effective July 1, 2006, CSO and Public Safety Dispatch personnel shall receive an annual uniform allowance of \$700. Uniform allowance will be paid on pay dates closest to July 1 and January 1 of each year. **Effective pay period ending August 21, 2010, uniform allowance will be reduced by half (\$350) with no allowance payable in January 2011 or January 2012. The amounts withheld, shall not be reimbursed on or after June 30, 2012. Uniform allowance distributions shall recommence effective with the pay date**

**closest to July 1, 2012. Nonetheless, the one (1) time \$700.00 stipend provided to newly hired CSO and Public Safety Dispatch personnel shall continue to be provided during the term of this MOU. Uniform allowance shall recommence effective July 2012.**

**Representing the City with professional appearance while working in the Dispatch Center and in the community, the City will maintain the current Dispatcher uniform.**

B. The Uniform Allowance for newly hired employees will be administered as follows:

1. The City agrees to grant the entire annual uniform allowance to new employees within twenty (20) days of the date of hire subject to the following conditions:

- In the event a new employee terminates for any reason during the first six (6) months of employment, the employee shall be liable to reimburse the City for the Uniform Allowance according to the following schedule:

0 – 3 months	100% reimbursement
3 – 6 months	50% reimbursement
6 months or more	None

#### Section 2.06 Safety Equipment

The City agrees to provide basic safety equipment and uniform-related articles consistent with current practice.

#### Section 2.07 Out-of-Class Compensation

An Out-of-Class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay which requires the employee to perform the duties of the higher classification. Employees directed to continuously perform the duties in a vacant higher level classification shall be entitled to a salary rate increase at five percent (5%) above their regular rate of pay, or the minimum salary of the Out-of-Class classification, whichever is greater, commencing after five consecutive work days in the Out-of-Class assignment, and for a period of no longer than six months at any time. Compensation will be retroactive to the first day of the Out-of-Class assignment.

Once the initial Out-of-Class assignment terminates, the five consecutive workday waiting period will be waived for any additional Out-of-Class assignments that occur within six months provided that the employee is working in the same Out-of-Class classification regardless of work area assignment.

#### Section 2.08 Shift Differential

"Shift differential for all represented classifications of \$1.00 per hour shall be paid for all hours worked on each regularly assigned shift, including Mid, Swing, and Graveyard.

Section 2.09 401(k) Plan

The City will provide availability of a 401(k) plan to employees.

Effective on the October 10, 2008 pay date, the City shall contribute \$100 per month to a 401(k) plan for each employee.

**Effective October 4, 2009, all City contributions to employee 401(k) accounts shall be suspended and remain until terminated.**

Section 2.10 Investigation/Callout Pay

Effective September 1, 2000, CSOs or Sr. CSOs assigned to the Investigations Division and/or Crime Lab as their regular duty assignment will receive an additional five percent to the base rate of pay. This pay is effective only during the time the employee is regularly assigned to this Division or the Lab.

Section 2.11 Specialty Pay

5% Specialty Pay for CSO personnel whose regular work assignment is the front counter of the Headquarters Police Facility.

\$1.15 per hour to be paid to Public Safety Dispatchers and CSOs assigned to the Tactical Operations Unit or the Emergency Negotiations Team for all hours worked during incident response or designated training.

### ARTICLE 3 WORK SCHEDULE AND OVERTIME COMPENSATION

Section 3.01 Work Period

The normal workweek shall be five consecutive work days with two days off. The normal work day shall be eight consecutive hours within a 24-hour period. Community Services Officers (CSOs) assigned to patrol duties shall work a 4/10 work schedule and non-patrol CSOs shall work a 9/80 work schedule for a six-month trial period. Shift work employees shall be granted reasonable advance notice of changes in the scheduled shifts. Notwithstanding the above, when public or operational necessity or efficiency of the services are deemed by the City to require an other than normal workweek, work day or work schedule, such will be prescribed by the City. Whenever there is a change in the existing workweek, work hours, or work schedule (except regularly scheduled shift changes) the City will advise the affected employee(s) of the reasons therefore.

The City and the Bargaining Unit will explore alternative work schedules for Dispatch personnel; any future changes will be implemented through a meet and confer process.

## Section 3.02 Overtime

### Eligibility:

All classified miscellaneous employees shall be entitled to overtime as described below, except for exempt employees.

### Exempt Employees:

An exempt employee is an employee whose duties exempt them from overtime as defined by the Fair Labor Standards Act of 1939 as amended. Such employees shall be entitled to compensatory time on a straight time basis with a maximum balance not to exceed 80 hours for supervisory unit employees and 40 hours for other employees and/or overtime compensation at the rate of time and one-half when responding to emergency callback situations as defined in the "Overtime Callback" section. Eligibility for overtime compensation shall be only for callback overtime.

### Overtime-General:

All eligible employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including any special pay which is a part of their regular rate (e.g., shift premium) in accordance with "Overtime-Hours", "Overtime-Hours Worked" and "Overtime-Recordkeeping" below; provided, however, exempt employees may opt for compensatory time off in accordance with the provisions of "Compensatory Time Off."

### Overtime-Hours:

Overtime shall be paid for all hours worked after the normally scheduled regular workday, inclusive of meal time or after 40 hours worked in a week.

### Overtime-Hours Worked:

Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.

### Overtime-Recordkeeping:

Overtime shall be recorded and paid on the basis of 15-minute increments; such that for each full 15-minute period worked, the employee shall be compensated for one-quarter hour of overtime. Overtime, when reported for either compensatory time off or for payment, shall not be claimed for periods of less than one-quarter hour.

### Overtime-Callback:

A minimum of three hours pay at the rate of time and one-half shall be paid for each incident of callback overtime for all eligible employees. Callback overtime is unscheduled overtime as opposed to early start or extended day. Holidays, Saturdays, and Sundays within a normally scheduled workweek, and/or attendance at regularly scheduled meetings and other activities such as City Council meetings, Planning Commission meetings, etc., shall not be considered callback overtime. Overtime, other than callback overtime, when worked, will be compensated either by

time and one-half off or time and one-half pay as set forth herein. All overtime must be requested by the supervisor and approved by the department head.

#### Compensatory Time Off:

At the employee's option, overtime earned after 40 hours in a week may be compensated by time off at the rate of time and one-half hours worked. Compensatory Time Off is subject to the needs of service and may not be taken without 24 hours prior approval by the employee's supervisor for a single shift or less, or 72 hours prior approval by the employee's supervisor for consecutive compensatory hours in excess of a full shift. Compensatory Time Off shall not be granted in increments of less than 30 minutes.

The administration of Compensatory Time Off shall be pursuant to the principles set forth in *Mortensen v. County of Sacramento* (9<sup>th</sup> Cir., May 24, 2004). Additionally, the following specific guidelines shall apply to use of Compensatory Time Off:

- An employee who has requested the use of Compensatory Time Off shall be permitted to use such time within a reasonable period after making the request if the use of Compensatory Time does not unduly disrupt the operations of the Police Department. A "reasonable period" shall be one year from the time of the initial request (see paragraph 3, below).
- A non-rebuttable presumption exists that use of Compensatory Time Off would constitute an undue disruption upon the operation of the Police Department, where the use of Compensatory Time Off would cause Department-determined minimum staffing levels for any particular shift, to fall below said staffing level, and/or would result in an overtime expenditure.
- If the Department is reasonably unable to schedule and grant use of Compensatory Time Off within one year from the time of an initial request to utilize such time then the requested time shall be converted to cash and distributed.
- The availability of another employee to work for the CTO applicant where the use of CTO would otherwise cause staffing to be below the designated minimum staffing level, shall not be a factor in determining whether or not the Department shall grant CTO usage.

Compensatory Time Off balances shall not exceed 80 hours, but may be maintained on an indefinite basis. When the maximum balance is reached, cash payment for overtime will be automatic. Bargaining Unit members may cash out any portion of their accrued Compensatory Time Off balance two times each year, consistent with the shift change schedule for the Police Department.

#### Court Time:

Time spent in preparation to appear in court, travel to and from court, and actual time spent in appearing or waiting to appear while at a court facility. Travel time shall be that time needed to reasonably travel from and return to the Escondido Police Department. Court time shall consist

of "Court Time On Duty" and "Court Time Off Duty" as defined and subject to the compensation set forth below:

Court Time On Duty:

Court time on duty shall mean court time occurring during the "Normal Workday", "Normal Workday Overtime", or "Extended Day", and shall be compensated as such.

Court Time Off Duty:

Court time off duty shall mean any court time occurring at any time not included within the definition of "Court Time On Duty" and shall be compensated by payment of an amount equal to four (4) hours or actual time worked, whichever is greater, at time and one-half of the "Regular Rate of Pay".

Training:

Time spent involved in a training function which is prearranged and required by the Escondido Police Department. Training time will be counted as hours worked and normal overtime provisions apply. For the purpose only of clarifying an existing management prerogative, the Department may at its sole discretion, and in compliance with federal and state law, reschedule time off during the work period.

Out-of-Town Travel Time:

- A. One-day Trip - Such travel time is normally considered work time. However, travel time between home and an airport or railroad station which is comparable to normal commuting time, and duty free meal time, shall not be counted as time worked.
- B. Overnight Trips - (1) An employee traveling at the behest of the employer as a passenger on a public conveyance or in an automobile is considered to be working (except for regular meal period or sleep time), to the extent the travel time occurs during any portion of the employee's "Normal Workday", whether or not the travel occurs during normal working hours on an otherwise regular day off.

(2) If the employee is required by the employer to drive an automobile as contrasted to being a passenger, all such time is work time except during bona fide meal or sleep time. If an employee is offered public transportation but requests and is given permission to drive his/her car instead, the employer may count as hours worked either the time spent driving the car or the time that would have qualified as work time if the employee had used the public conveyance, whichever is less.

Regular Rate of Pay:

For the purpose of this agreement, the term "Regular Rate of Pay" shall mean that established by statute or regulation by the Department of Labor which applies to local governmental jurisdictions. All overtime, except as expressly agreed upon, shall be paid at the "Regular Rate of Pay".

Section 3.03 Attendance

Except as the City Manager requires to the contrary, all offices of the City shall be open for business from 7:30 a.m. until 5:30 p.m. on all days except Saturdays, Sundays and the designated holidays as set forth in this MOU.

Employees shall, except as these rules provide to the contrary, work at least 40 hours per week. An employee whose duties require an irregular work schedule shall work according to a schedule recommended by their supervisor and/or department head and approved by the City Manager.

All employees shall be on duty at the times required by these rules with respect to hours, days of work and leave. However, an employee who is absent without leave and who fails to return to duty within 24 hours after receiving written notice to do so shall be deemed to have resigned from their position. Such employee automatically waives all rights under the Municipal Code and this MOU.

ARTICLE 4 BENEFIT PACKAGE

Section 4.00 CALPERS Benefits

1. The City will implement the CalPERS 3% at 60 level of benefit effective July 1, 2007.

The City and the Bargaining Unit agree that employees will pay the additional one percent (1%) of the employee's eight percent (8%) total retirement contribution to CalPERS. The 1% CalPERS employee contribution shall be on a pre-tax basis, effective the pay period beginning October 4, 2009.

The City and the Bargaining Unit agree to comply with CalPERS requirements relating to the level of employee contribution and the possible requirement for an election among benefited employees affected by the change in employee contribution.

2. The City shall provide Fourth Tier 1959 Survivor's Benefit provided by CalPERS.
3. The City will provide the CalPERS Section 21024 benefit, Military Service Credit as Public Service.
4. The City will provide the CalPERS Section 20965 benefit, Credit for Unused Sick Leave.
5. The City will provide the CalPERS Section 20042 benefit, One-Year Final Compensation.
6. Effective July 23, 2000, the City agrees to provide the CalPERS Employer Paid Member Contribution (EPMC) Reported as Special Compensation Benefit.

7. The City agrees to provide CalPERS Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit.
8. In January 2010, an Ad Hoc Task Force will be created and consist of representatives from each bargaining unit. The Ad Hoc Task Force will consider possible modifications to levels of employee contributions to CalPERS benefits in a successor Memorandum of Understanding.

#### Section 4.01 Health Insurance and Dental Insurance (See Exhibit B)

#### Section 4.02 Life Insurance/AD&D

City agrees to provide term life and AD&D insurance for all represented classifications in the amount of \$50,000 for employee-only coverage.

#### Section 4.03 Disability Insurance and Benefits

The total amount of disability insurance premiums shall be deducted from salary.

Coordinated benefits for non-work related disabilities will take place under the following administrative guidelines effective the first pay date in January 2003.

- Employees will be required to accept disability benefits upon determination of eligibility and cooperate in filing for benefits.
- The City will make every possible effort to provide light duty assignments for employees in a disability status, pursuant to Administrative Directive No. 26. Employees in a work-related disability status will have priority for light-duty assignments.
- Short-term Disability insurance will be coordinated with Long-term Disability coverage.
- Employees will continue to accrue vacation, sick leave and holiday pay during the twelve-week FMLA/CFRA period and for three months thereafter. Vacation sick leave and holiday compensation will cease to accrue after the six-month period.
- Employees may supplement the disability insurance benefit with accrued benefits up to either 80% or 100% of regular payroll during the short-term disability period (twelve weeks). The level of supplementation cannot be changed during the short-term disability period.
- Upon receiving long-term disability benefits, employees may choose to supplement the disability insurance benefit with accrued benefits up to 80% or 100% of regular payroll. During the long-term disability period, the employee may not change their level of supplementation of payroll.

- Medical, Dental, Life and Dependent Life insurances will be paid by the City for a period not to exceed nine months after the twelve-week FMLA/CFRA period has elapsed (Total payment of twelve months).

Exceptions to this policy will be considered on a case-by-case basis by the City Manager.

Note: FMLA; Family Medical Leave Act (Federal Law)  
CFRA; California Family Rights Act (State Law)

#### Section 4.04 Domestic Partner Benefits

Consistent with State Law, the City will provide Domestic Partner benefits effective January 1, 2005.

#### Section 4.05 Voluntary Benefits

The City may offer voluntary benefit plans, at no cost to the City, to all employees. The City will notify each respective bargaining group in advance of offering any voluntary program to the employees.

### ARTICLE 5 PAID LEAVE

#### Section 5.01 Holidays

**Effective pay period ending August 21, 2010, the following provisions shall be applicable to use of holiday pay. The following provisions shall sunset at midnight on June 30, 2012. The provisions are:**

- A. Commencing with Council approval of the MOU, Labor Day, Veteran’s Day, Day After Thanksgiving, New Years Day, Martin Luther King Jr. Day, Presidents Day, and Memorial Day, ten (10) hours for each listed holiday shall be placed into a “furlough holiday bank” at the rate of 2.8571 hours per payroll period during the 2010 and 2011 calendar years (a total of 140 holiday hours). Earned and accumulated designated holiday hours are subject to use pursuant to these provisions but shall have no cash value. Accordingly, at no time, either during and affected Association member’s employment or upon separations for any reason, or otherwise, shall earned accumulated designated “furlough holiday bank” hours be convertible to cash.**
- B. Application for use of earned and accumulated “furlough holiday bank” hours shall be governed by the practices described in Section 3.02 Compensatory Time Off. However, use of “furlough holiday bank” hours shall be denied if such usage would cause Department-determined minimum staffing levels for any particular shift, to fall below said minimum staffing level, and/or would result in an overtime expenditure.**
- C. Subject to the above rules and regulations governing use of “furlough holiday bank” hours for Community Service Officers, “furlough holiday bank” hours existing at**

midnight on June 30, 2012, shall be available for use through and including June 30, 2014. Any “furlough holiday bank” hours remaining unused on June 30, 2014, shall be extinguished with no cash value. For Public Safety Dispatchers and Public Safety Shift Supervisors, there shall be no expiration for “furlough holiday bank” hours. Accordingly, at no time, either during an affected Association member’s employment or upon separation for any reason, or otherwise, shall earned accumulated designated “furlough holiday bank” hours be converted to cash.

- D. During the 2010 and 2011 calendar years, any affected employee working a shift that fall on a “designated holiday,” shall be compensated at straight time for hours worked (unless the hours worked otherwise entitle the CSO/Dispatcher to overtime separate and distinct from having worked on a designated holiday).
- E. Where an affected employee was scheduled to work on a designated holiday and applies for and is granted use of ten (10) earned and accumulated “furlough holiday bank” time, shall be compensated with ten (10) hours of straight time during the payroll period within which the “furlough holiday bank” hours were utilized, and the “furlough holiday bank” shall be debited in the amount of ten (10) hours.
- F. Subject to the “Pre-2010 Holiday Bank Utilization” described below and the adding of Thanksgiving Day, Christmas Day, and Independence Day holiday hours to said account for use as described therein, any and all of the holiday pay provisions and/or practices set forth in this MOU and which pre-date the City Council adoption of this 2010-11 MOU, shall be of no force and effect, but shall be reinstated effective July 1, 2012, subject to later modification pursuant to the meet and confer process to the 2012 calendar year.
- G. The following provisions (A and B) are ineffective and suspended during the term of this MOU for the designated holidays identified for the “furlough holiday bank”:

Holidays:

Every regular, regular part-time, and every probationary employee in the personnel system, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety or general welfare, in which latter event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with this MOU.

## DESIGNATED HOLIDAYS

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

When a holiday falls on a Sunday, it is observed on the Monday immediately following. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. For employees whose regular work schedule rotates on a seven-day cycle, the actual holiday is the recognized holiday for holiday compensation purposes.

### Holiday Pay:

Employees whose regularly scheduled workday or work shift falls on a holiday and who work such a holiday shall receive compensation as follows:

- A. Time and one-half for time worked, and, at the employee's option:
  - 1. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
  - 2. Straight-time pay for time worked.
- B. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work but not actually worked due to illness.

### Pre-2010 Holiday Bank Utilization

**Concurrent with the City Council adoption of the 2010-11 MOU, the “floating holiday bank” existing prior to the date of said Council adoption, and including the 2010 and 2011 Thanksgiving Day, Christmas Day and Independence Day holiday hours shall be “limited” in that no cash distributions shall be allowed from said earned and accumulated existing holiday bank time in excess of 500 hours in the unit of representation per each fiscal year 2010 and 2011. Computation of the 500 hours per fiscal year shall commence on July 1, 2010 and July 1, 2011. Any employee separating from City employment during the term of the 2010-11 MOU, shall be compensated for said pre-existing earned and accumulated**

holiday bank time, but only to the extent allowed by rules, regulations, policies and practices applicable to employment-separation related cash distribution of said holiday bank time.

**Holiday and Furlough Holiday Bank Reopeners**

It is agreed and acknowledged by the parties that the principle purpose of the City in providing for the “holiday bank” concept during the 2010/11 and 2011/12 fiscal years is to provide economic savings to the City by elimination of holiday cash value and/or in premium holiday payment to employees working on designated holidays. Therefore, it is agreed by the parties that every six (6) months starting from the date of City Council adoption of the 2010-12 MOU, representatives of the City shall be authorized to reopen holiday fiscal savings of \$181,000 related to creation and use of the above “furlough holiday bank” are not reasonably likely to be realized.

Floating Holiday Payout:

There shall be an opportunity for a cash payout of all or a portion of accrued Floating Holiday hours credited to employees for working on designated holidays. Such payout shall be at the request and discretion of the employee and shall be paid at each pay period.

Section 5.02      Vacation

Annual Vacation Leave:

All probationary, regular part-time, and regular employees in the service shall be entitled to annual full or prorated vacation leave with pay except part-time, temporary, and temporary seasonal employees in accordance with the part-time compensation plan.

Earned Vacation:

Each eligible employee shall accumulate annual vacation from the date of hire at the rate applicable to their employment status as follows:

1 - 5 years of service	=	3.68 hours a pay period for 26.0893 pay periods.
6 - 10 years of service	=	5.21 hours a pay period for 26.0893 pay periods.
11 - 15 years of service	=	6.75 hours a pay period for 26.0893 pay periods.
16 years and over	=	8.28 hours a pay period for 26.0893 pay periods.

Vacation Periods:

Vacation leave may be taken as long as the employee has accrued vacation hours; vacation must be used in units of one hour or more.

- A. The times during an accrual year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the personnel system. Prior approval is required except in the case of an emergency. In such circumstances the department head or designee must be

notified of need for previously unapproved vacation. If the requirements are such that an employee cannot take all of their accrued vacation within an accrual year, the balance may be carried forward to the next year. For the purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

- B. When an eligible employee intends to defer any portion of their accrued vacation to a succeeding 12-month period, subject to the provisions of this rule, it shall be their obligation to advise their department head of that intent and the reasons therefore.
- C. No legal holiday that falls during an employee's vacation may be charged against the employee as vacation, and the leave shall be extended accordingly.
- D. Employees who terminate shall be paid in a lump sum for all allowable accrued vacation leave earned prior to the effective date of termination.
- E. The City agrees to provide four hours of vacation time in lieu of the past practice of granting an informal four hours off during the holiday season. This additional vacation shall be added to the vacation balances of each employee on the first payday in October every year.

#### Section 5.03 Sick Leave

##### Sick Leave-Personal Use:

Sick leave with pay shall be granted to all probationary, regular part-time, and regular employees within the personnel system. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or their department head prior to or within two hours of the time set for beginning their daily duties. In the event that an employee has applied for sick leave use for four or more consecutive scheduled working days, the City may require a physician's certification as to the existence of an illness or injury that prevents the employee from working, and an approval of the employee's intended return to work. The City Manager may, however, require such certification or evidence the City deems necessary regarding sick leave use at any time.

"Evidence" as used in the prior sentence includes but is not limited to:

- A. An opinion from the treating physician as to the expected convalescent period, if any.
- B. Specific physical restrictions, if any, which bear on the employee's ability to perform his/her usual and customary duties or modified work assignments.
- C. A second opinion on the employee's condition from a physician or physicians of the City's choice (and at City expense) based upon independent medical evaluation(s) and/or review of the employee's physician's report.

Bargaining Unit employees in good standing may, with supervisory permission and five days prior notice, take time off without pay and without having to exhaust any leave balances. No employee shall exceed ten work days off within a calendar month.

Sick Leave-Accrual Rate:

Sick leave will be accrued with no maximum accrual amount.

All employees shall accumulate sick leave at the rate of 4.15 hours per pay period.

Family Assistance-Bereavement Leave:

All currently benefited employees' annual Sick Leave accrual may be used for Sick Leave, Family Sick Leave, Maternity/Paternity Leave, and Bereavement Leave for members of their immediate family. The immediate family shall consist of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee. Exceptions to exceed the limit are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

In no case will the City provide less family leave than that which is set forth in State and Federal law.

Workers' Compensation:

When a Non-Sworn employee is temporarily disabled on account of an injury or illness for which they received compensation from Workers' Compensation:

- A. Employees in a Workers Compensation status may select additional benefits to be paid from employee's accrued leaves, consistent with disability benefits for employees in a non-industrial disability status.
- B. The employee may supplement, with accrued leave credits, the disability pay that they receive from the City while on leave up to either 80 or 100% of regular pay during the temporary disability period.
- C. The Payroll Division will administer this section in accordance with IRS regulations and is responsible for adjusting balances appropriately.

Sick Leave-Termination:

Employees who terminate for any reason, including retirement, shall not receive cash payment for accrued sick leave. All eligibility for sick leave with pay shall be cancelled upon separation of the employee from the City Service; provided that such separation is by layoff, this accumulated eligibility may be restored to the employee in whole or in part by the City Manager upon reemployment.

Sick Leave-Illness During Authorized Vacation:

Employees who are on authorized vacation and become ill, or otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided a doctor's certificate is presented to the Human Resources Director, indicating the total number of days to be so charged. The employee shall, if necessary, file for Disability benefits as provided in Section 4.03 (Disability).

Sick Leave Conversion:

Sick leave accrual is convertible and may be converted to vacation on a ratio of four sick hours for two hours of vacation.

- A. Vacation converted from sick leave shall be subject to the same time limitations (two years) as regular vacation accrual with the following exceptions:
- B. The times during an accrual year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the personnel system. If the requirements are such that an employee cannot take all of their accrued vacation within an accrual year, the balance may be carried forward to the next year. Vacation credit shall be forfeited if not taken within a 24-month period. For the purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.
- C. Employees shall be permitted to convert sick leave hours to vacation hours as follows:

Once annually, during the sixty (60) days following the end of the fiscal year, an employee may convert any unused sick leave accrued during that fiscal year on the basis of two (2) hours of sick leave to one (1) hour of vacation. A minimum balance of 120 sick leave hours must be maintained in order to be eligible for conversion to vacation.

Section 5.04 Military Leave/FMLA

Military Leave/FMLA:

Military leave/FMLA shall be granted in accordance with the provisions of State and Federal law.

Compensation:

Every employee ordered to take Military Leave who would have been required to work for and be paid by the City at the same time Military Leave is ordered shall receive their salary or compensation as an employee of the City in accordance with the provisions of state and/or federal law.

Upon verification of military orders, employees who are members of the military reserve or National Guard who have been called to active duty during national security, after the standard Military Leave Policy, shall receive the difference between the amount the employee would have

received from their regular City gross biweekly wage (not including overtime) and the amount the employee receives from the military.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless health benefits are waived.

#### Section 5.05 Jury and Witness Leave

##### Jury Duty:

Any employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide the Human Resources Director with a copy of the call to jury duty and other documentary evidence of service as required by the City.

##### Witness Leave:

Any employee who is called or required to serve as a witness shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of a proper subpoena. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel and subsistence pay, for such duty. Witness leave will not be granted to employees who are litigants in civil cases or defendants in criminal cases. Employees shall provide the Human Resources Director with a copy of the legal subpoena and other documentary evidence of service as required by the City.

#### Section 5.06 Leave of Absence Without Pay

##### Leave of Absence Without Pay:

Bargaining Unit employees in good standing may, with supervisory permission and five days prior notice, take time off without pay without having to exhaust vacation leave balance. No employee shall exceed ten work days off without pay within a calendar month.

The City Manager may grant a regular or probationary employee leave of absence without pay, seniority, or benefit accruals not to exceed six months. For special educational purposes, however, the City Manager may grant leaves of absence not to exceed one year, without pay, provided such study is related to City employment. When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the

time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

When an employee is in a leave of absence without pay status, their revised hire date or date of promotion for purposes of merit increases, sick leave and vacation credit, will be the number of calendar days absent added to their former hire or promotion date, whenever such leave exceeds 30 consecutive working days. In the event of L.O.A. due to injury or illness, Section 4.04 applies.

Maternity/Paternity/FMLA/CFRA Leave:

Employees shall be granted maternity/FMLA/CFRA leave in accordance with the following provisions:

- A. In all cases of pregnancy, the employee shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment. Such statement shall be furnished as soon as practicable after a determination of the pregnancy has been made.
- B. A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.
- C. An employee will be permitted to return to work when she is able to safely perform the duties of her position as recommended by the statement of her physician, based upon examination of her after childbirth. An employee must give notice two weeks prior to the date she wants to return to work. If she does not give two weeks notice prior to the date she wants to return to work, the department shall not be required to return her to work until two weeks after she has given such notice.
- D. A pregnant employee shall be allowed to be absent for the period during which in the opinion of her attending physician and, where necessary, the City physician, she is temporarily disabled because of pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
- E. The City may, at its option, and at City cost, require an independent medical opinion concerning the employee's ability to safely perform her duties.
- F. A pregnant employee shall be entitled to use all accumulated paid leave time (sick leave, holiday, vacation) for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits, and in coordination with Section 4.04.
- G. In the case of adoption or paternity leave, the employee may request up to six months leave.

## ARTICLE 6 WORKING CONDITIONS

### Section 6.01 Grievance Procedure

#### Grievance Procedure:

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice, coercion or reprisal.

#### Definitions:

- A. A complaint is defined as an allegation or charge against a party that an error or wrong has been committed, and is identified as a complaint when communicated to the supervisor or other appropriate designated representative.
- B. The complaint procedure is defined as the orderly process by which a determination is made as to whether or not a wrong has been committed.
- C. A grievance is an expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation to the employee is expressed and written in the City personnel ordinance, rules and regulations, and administrative directives, and is identified as a grievance when communicated to the supervisor or other appropriate designated representative.
- D. The grievance procedure is the process by which the validity of a grievance is determined.
- E. The term employee includes employees wherever applicable within this procedure.
- F. The term days, when used in this procedure, shall mean calendar days.
- G. A representative is a person who, at the request of the employee or management, is invited to participate in grievance conferences.
- H. A general grievance is defined as an expressed written claim by the employee organization that the City has violated, misinterpreted or misapplied a provision in a current memorandum of understanding which concerns items or procedures relating to the relationship between the City and the employee organization as a corporate body.
- I. The general grievance procedure is the process by which the validity of a grievance is determined.

### General Provisions:

- A. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures; provided, however, no act or behavior which would otherwise subject an employee to discipline shall exclude the employee from discipline simply on the basis that a complaint or grievance is filed pertaining to that act or behavior.
- B. The time limits established herein may be extended to a date certain by mutual written agreement.
- C. If management, at any step of the procedure, fails to respond within the prescribed time limit specified, the employee may process their grievance or complaint at the next step.
- D. If the employee, at any step of the procedure, fails to appeal the decision on a grievance or complaint within the prescribed time limit specified, such decision shall be deemed accepted and shall not be subject to further appeal or consideration.
- E. By mutual written agreement, a grievance may revert to a prior level for reconsideration.
- F. The employee shall be present at all steps of the grievance or complaint procedure.
- G. All communications, notices and papers required to be in writing shall be served personally or by the United States Postal Service.
- H. Management shall inform an employee of any limitation on the authority of the management representative to fully resolve the grievance.
- I. The employee is assured the right to consult with their supervisor, the department head or their designee, or the Human Resources Manager, without prejudice, concerning the manner, form and/or procedure for filing a grievance.

### Representation Rights:

- A. The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.
  - 1. Representation may occur at any stage of the grievance procedure; provided, however, that prior to calling for representation at step one of the procedure the employee shall discuss their grievance with the supervisor. Upon conclusion of the discussion, the employee may request a continuation of the informal grievance process (step one), to a mutually agreeable time within five days, to have the assistance of a representative.
  - 2. If the employee elects another employee as their representative, such representative shall not be released during working hours without the approval of their supervisor.
  - 3. The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.

- B. Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.
- C. The investigation of a grievance during working hours by an employee and their representative, if any, shall be in accordance with the following:
  - 1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
  - 2. There shall be no solicitation of grievances or employee organization membership.
  - 3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
  - 4. Where the investigation commences prior to the end of the regular workday and continues beyond the close of the regular workday, time spent after the close of the regular workday shall be the employee(s) own time.
  - 5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
  - 6. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.
- D. The name of the representative of the employee or management shall be given to the other party not less than 48 hours prior to any grievance conference.

Complaint Procedure:

A. Step One:

- 1. The employee shall inform their supervisor of their complaint within ten days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the complaint. Failure to complete this procedure will bar further consideration of the complaint.
- 2. The supervisor shall, within five days after receipt of the complaint, have a discussion with the employee concerning the complaint.
- 3. The supervisor shall, within five days of the discussion, render a verbal decision to the employee.
- 4. The City, as well as the employee, shall have the right to process a grievance or complaint to the next step in the Grievance Procedure.

B. Step Two:

1. Within five days from receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall notify the department head of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The department head or their designated representative shall, within five days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The department head or their designated representative shall, within five days of the discussion, render a verbal decision to the employee.

C. Step Three:

1. Within five days from the receipt of the verbal decision from the department head, the employee, if they wish to appeal the decision, shall notify the City Manager of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The City Manager or his designated representative shall, within five days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The City Manager or his designated representative shall, within five days of the discussion, render a verbal decision to the employee.

D. Nothing in this section shall prohibit more expeditious handling of the complaint.

Grievance Procedure:

A. Step One - Informal Grievance:

1. The employee shall inform their supervisor of their grievance within ten days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five days after receipt of the grievance, have a discussion with the employee concerning the grievance.
3. The supervisor shall, within five days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to progress a grievance or complaint to the next step in the grievance procedure.

B. Step Two - Formal Grievance:

1. Within ten days from the receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision shall submit a formal written grievance to their supervisor. The grievance shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five days of receipt of the grievance, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Subsection 4 of this procedure.
3. The supervisor shall, within five days of the grievance conference, render a written decision to the employee with a copy of the original grievance.
4. The City, as well as the employee, shall have the right to process a grievance or complaint to the next step in the Grievance Procedure.

C. Step Three - Appeal:

1. Within five days from receipt of the written decision from the supervisor, the employee, if they wish to appeal the decision, shall submit an appeal to the department head. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the supervisor's response, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The department head or their designee shall, within five days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Subsection 4 of this procedure.
3. The department head or their designee shall, within five days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

D. Step Four - Administrative Appeal:

1. Within five days from receipt of the written decision from the department head or their designee, the employee, if they wish to appeal the decision, shall submit an appeal to the City Manager. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the original grievance and management's response, if any. Failure to complete this procedure will bar further consideration of the grievance.

2. The City Manager or his designee shall, within seven days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Subsection 4 of this procedure.
3. The City Manager or his designee shall, within seven days of the grievance conference, render a written decision to the employee with a copy of all appeal documents.
4. The City Manager may, at his option, render a written decision based on the documents submitted for their review without the grievance conference within the time frame set forth above. If he does so, the employee may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven days of receipt of the City Manager's decision.
5. The decision of the City Manager shall be final, except where the grievance has resulted from a disciplinary action, in which case the employee may appeal their case to the Personnel Board of Review as permitted in the Personnel Rules & Regulations.

E. Nothing in this section shall prohibit more expeditious handling of the grievance.

General Grievances:

- A. In order to provide an effective mechanism whereby disagreements between the employee organization and Management concerning items or procedures relating to the relationship between the City and the employee organization may be effectively resolved, the following general grievance procedure is hereby established:
  1. Where the employee organization has reason to believe that management is not correctly interpreting or applying a relevant provision of a current Memorandum of Understanding, the employee organization may file a general grievance by requesting in writing that a meeting be held with the authorized representatives of the City who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the general grievance and shall set forth the proposed resolution sought. Within 15 days of receipt of the general grievance, management will schedule a meeting at a mutually agreeable time for the purpose of discussing and attempting to resolve the disagreement.
  2. Within 15 days of this meeting, management will submit its decision in writing to the employee organization.
  3. If the employee organization is not satisfied with the decision, they may submit a request for hearing before the City Council. Such request for hearing must be submitted within 15 days of receipt of management's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration.

4. Management shall calendar on the City Council agenda such request and supporting documentation within 30 days.
5. It shall be the option of the City Council to:
  - a. Refuse to hear the appeal, or make a decision on the documentation submitted; or
  - b. Hold a hearing after which they shall make a decision.
6. The decision of the City Council shall be final.

#### Section 6.02 Seniority Provisions

##### Definition:

Seniority shall mean the status attained by length of continuous service with the City as modified by leaves of absence without pay.

##### Paid Leave Preference:

For the purposes of granting vacation, holidays and non-emergency sick leave, the following seniority practices shall apply:

- A. First preference shall be granted by classification. The highest classification in the job family shall be granted preference regardless of tenure.
- B. Within each classification, preference shall be given by length of continuous City service regardless of department or classification.
- C. With respect to annual leave (vacation) where a vacation schedule has been bid and approved by the department head, employee requested changes will not be subject to seniority.
- D. At all times, the granting of paid leave preference shall be approved by the department head with regard for the needs of the service and such leave shall be controlled at the department level.

##### Lay Off:

For the purposes of lay off, the following seniority practices shall apply:

- A. The order of layoff shall be:
  1. Employees with interim status.
  2. Employees with provisional status.
  3. Employees with probationary status.
  4. Employees with regular status.

- B. Whenever a reduction in force requires lay off at other than entry level positions, the policy shall apply as follows:
1. Layoffs shall be by classification, regardless of department. Should this policy necessitate transfer to another department, the employee must satisfactorily perform the duties of the position in the department to which they may be transferred.
  2. Employees to be laid off in a particular classification have the right to demote within the bargaining unit to a lower position with duties previously performed; provided, the employee meets the minimum qualifications and is capable of performing the essential functions of the position.
  3. No demotion to a lower class shall result in the layoff of an employee whose seniority in that lower class, as defined above, is greater than the seniority of the demoted employee.
- C. The rules of seniority shall apply to demotions arising from unsatisfactory performance, disciplinary action and reorganizations, except where the needs of the service require otherwise as deemed by the City.
- D. Where seniority time is equal, the employee's records with respect to job performance and evaluations shall be reviewed and the City shall grant higher seniority to the employee with the best work record.

## Section 6.03 Association Representation

### Payroll Deduction:

The City shall deduct Escondido Police Association dues and such other proper and lawful deductions from the salary of each Association member covered hereby who files a written authorization, on a form provided by the City, requesting that such deductions be made.

### Release Time:

The City shall release members of the Escondido Police Association negotiating team one-half hour prior to the commencement of formal meet and confer sessions and permit them to continue preparation for the next session one-half hour following the conclusion of a formal meet and confer session. Such release time not to include more than two employees from each Unit when bargaining at a joint table. In addition, the Association president, if he/she so desires to act as a Unit coordinator, may attend the sessions subject to the approval of each individual Bargaining Unit in their meetings with the City's representatives. Such release time not to include more than three employees, including the alternate; and, subject to Unit approval, the Association president as Unit coordinator, when bargaining as a single unit. In addition, the City shall allow each Bargaining Unit's alternate(s) to attend the preliminary ground rules meeting. No other employees may be released without the advance written approval of the City.

### Police Association Representatives Access to Work Locations:

Escondido Police Association representatives may visit members of the Association on City job sites for purposes of Association business subject to the following:

1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
2. There shall be no solicitation of grievances or Association membership.
3. Entry will not be permitted if it would unreasonably interfere with or delay City work.
4. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.
5. The Association will provide the City with a list of all representatives who may be visiting job sites.

### Section 6.04 Length of Probationary Period

The probationary period for a member of the bargaining unit shall be 1,560 hours for CSO personnel and 2,080 hours for Dispatch personnel; however at the discretion of the City Manager, this period may be extended up to an additional six (6) months. Any extension shall be set forth in writing prior to the expiration of the normal probationary period; a copy of the extension notice shall be provided to the employee and the Human Resources Department no later than five (5) days prior to the date of expiration of the probationary period.

Excluded from these hours are any hours of compensatory time off, vacation, sick leave, leave of absence without pay, administrative leave, holidays, or any other hours not spent working or in mandatory training.

## ARTICLE 8 TUITION REIMBURSEMENT

All provisions of this section have been suspended and shall remain suspended effective 1/1/09.

Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse 100% of tuition and related expenses, up to \$1,500.00 per employee per fiscal year.

### Eligibility Criteria

1. Course content is closely related to the employee's current classification and is designed to improve job performance, or would assist the employee in preparing for a promotional opportunity.
2. To receive reimbursement, it is encouraged that the employee pursue any approved course or courses of study at an educational institution with tuition fees comparable to fees of California State University systems.

3. Reimbursement shall be provided for up to 100% of tuition fees of The California State University systems.
4. Course is completed with a minimum grade of "C" or its equivalent or by evidence of satisfactory completion.
5. Course is given by a school accredited by the Western Association of Schools and Colleges, or equivalent, approved by the Council for Private Post Secondary and Vocational Education, or by an accredited high school.

#### Tuition and Related Expenses

The following are eligible expenses within the meaning of "Tuition and Related Expenses":

1. Tuition and/or class fees and/or registration fees charged by an educational institution.
2. Books required for the course.
3. Miscellaneous mandatory charges such as health service and/or identification cards. (Parking charges are not considered required expenses and will not be reimbursed.)
4. Transportation will be reimbursed as follows:
  - a. In view of the distance existing within San Diego County, with department head approval, City vehicles may be used on a "pooled" basis when two or more employees attend the same institution on the same schedule.
  - b. When private vehicles are used and attendance is required by the City, mileage shall be paid at the rate established by the Internal Revenue Service.

#### Approval Process

Upon submittal, the Department Head will note the recommendation and forward the application to the Human Resources Department for approval.

#### Exception Review

Applications which are not approved by the Department Head and the Human Resources Director may be submitted to the Tuition Review Committee.

The Tuition Review Committee will consist of:

- City Manager or designee
- Human Resources Director
- Department Head
- One other Department Head (selected on a rotating basis)

#### Limitations

Employees will not be reimbursed for that portion of tuition, books, and mandatory fees which is reimbursed by a Federal or State benefit, grant, scholarship, or other reimbursement program.

### Reimbursement Procedure

Upon preliminary approval and successful completion of approved courses, employees may request reimbursement as follows:

1. Complete tuition reimbursement form.
2. Submit proof of payment of reimbursable items.
3. Submit school transcript indicating the grade achieved for the completed course.

### ARTICLE 9 FIELD TRAINING OFFICER

At the discretion of the Chief of Police, one or more Community Services Officers may be assigned, on a rotating basis, in a Training Officer capacity when the need arises. The CSO Training Officer shall be compensated an additional 5% to the base rate of pay only for the actual time spent training on a pay period basis.

### ARTICLE 10 PROBATION EXTENSION

City Manager approval shall be required for the extension of any probationary period. Extension of probation will only be for extended absences during the probationary period.

### ARTICLE 11 AMERICANS WITH DISABILITIES ACT (ADA)

Because the Americans with Disabilities Act (hereinafter "ADA") requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotions, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Bargaining Unit recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The employee's Bargaining Unit will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the Grievance/ Arbitration procedure.

Prior to disregarding any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Bargaining Unit with

written notice of its intent to disregard the provision, and if requested will allow the Bargaining Unit the opportunity to discuss options to disregarding the agreement.

## ARTICLE 12 WORK SCHEDULE

- A. The City and the non-sworn members of the Escondido Police Association agree in good faith that the Escondido Police Department shall provide a 4/10 work schedule for Community Services Officers (CSOs) assigned to Patrol and Investigations. The ten-hour workday will include a one-half hour paid lunch.
- B. The City and the Non-Sworn members of the Escondido Police Association agree in good faith that the CSO assigned to work the front desk at the Police Department shall be placed on a 9/80 work schedule. The nine-hour workday described above will include the employee's normally assigned lunch period.
- C. The City and Association agree that the effectiveness of above-described work schedules will be evaluated by the Evaluation Committee 12 months from the effective date of this agreement. The Evaluation Committee shall be composed of three representatives of the Association and three members of the Police Department appointed by the Chief of Police. The Committee shall evaluate the work schedules considering the following general criteria:
  - 1. The impact of the schedule on service effectiveness
  - 2. The impact of the schedule on employee assignments and scheduling
  - 3. The compatibility of the schedule with other departmental functions
  - 4. Cost implications of the modified schedule
  - 5. Other criteria that may be mutually and reasonably established by the Committee

The City and Association agree that any changes to the above-described work schedules deemed necessary by the Evaluation Committee shall be the subject of meet and confer prior to implementation of such changes.

Notwithstanding the timeline and evaluation procedure outlined above, the City reserves the right to determine at any time that the operational needs of the department require modification and/or revision of employee work schedules. Any such modification and/or revision of work schedules shall be made in accordance with Section 3500 et. seq. of the California Government Code.

With written approval of the Department Head, an alternate work schedule may be adopted in a section/division where there is mutual agreement between the employees and their supervisor(s) in instances where an alternate work schedule may meet City service level needs. Said alternate work schedule may revert to the original work schedule based upon City service demands and the periodic reevaluation by the respective Department Head, which may be at the request of the employees and/or their supervisor(s). Nothing in this Article provides for or implies any additional compensation or benefit for work on an other than normal work week, work day, or work schedule.

**On an ongoing basis, the City will make changes in operations to provide efficient and economical services to our community. The City works on implementation with the affected employee groups if these changes related to the terms and conditions of employment (i.e., side letter on Dispatch Schedule dated 5/13/10). These changes are not intended to be attributed towards specific bargaining unit concession calculations.**

ARTICLE 13 TERM OF AGREEMENT

Section 13.01 Term

This memorandum constitutes a statement of the terms and conditions of employment including salaries, benefits, working conditions, and hours of work commencing July 1, 2010 through and inclusive of June 30, 2012. Salary and benefit modifications are effective on the dates specified.

Section 13.02 Ratification

This is a comprehensive Memorandum of Understanding setting forth salaries, benefits and working conditions as agreed upon by the City of Escondido and the Escondido Police Officers' Association Non-Sworn Bargaining Unit.

Dated: 8-18-10

Dated: 8-18-10

For the City of Escondido:

For the Escondido Police Officers' Association  
Non-Sworn Bargaining Unit:

  
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B.A. Master  
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P. Scott Peterson  
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J. Hall  
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Chiff K. W.  
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Michael A. Ori  
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Adlene E. Silva  
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Michelle Haur  
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**EXHIBIT "A"**  
**Escondido Police Officers' Association**  
**Non-Sworn Bargaining Unit**  
**SALARY RANGES JULY 2010**

<b>Union Code</b>	<b>Job Description</b>	<b>Base</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>NSP</b>	<b>Comm Service Officer</b>	<b>3,417</b>	<b>3,588</b>	<b>3,767</b>	<b>3,956</b>	<b>4,153</b>
<b>NSP</b>	<b>Senior Comm Service Officer</b>	<b>3,875</b>	<b>4,069</b>	<b>4,273</b>	<b>4,486</b>	<b>4,710</b>
<b>NSP</b>	<b>Public Safety Dispatcher I</b>	<b>3,660</b>	<b>3,842</b>	<b>4,035</b>	<b>4,236</b>	<b>4,448</b>
<b>NSP</b>	<b>Public Safety Dispatcher II</b>	<b>4,035</b>	<b>4,236</b>	<b>4,448</b>	<b>4,671</b>	<b>4,904</b>
<b>NSP</b>	<b>Public Safety Shift Supervisor</b>	<b>4,460</b>	<b>4,683</b>	<b>4,917</b>	<b>5,163</b>	<b>5,421</b>

EXHIBIT "B"  
HEALTH INSURANCE

- A. While this memorandum is in force, the Association and the City agree to delegate to the Health Insurance Committee (HIC) the task of recommending to the City Council the health insurance options that will be made available to City employees.

The Association and the City agree, in good faith, to make every possible attempt to provide a health plan cost which is beneficial to all employees and their dependents. The City Council may overrule and will not be bound by the recommendation of the HIC.

Membership on the HIC, as set forth in Rule 19 of the Personnel Rules and Regulations, is as follows:

Each bargaining unit with at least 25 or more eligible employees shall have one representative on the committee. The City's unclassified group shall provide a member of representatives equal to the total number of representatives provided by all bargaining units.

B. Current Insurance Premium

For Public Safety Dispatchers, Dispatch Supervisors, and all CSO personnel hired after December 8, 2004 (the ratification of this agreement by the City Council):

1. Medical coverage provided by the City will continue to be the lowest cost medical plan as recommended by the Health Insurance Committee and approved by the City Council; and

**For the 2010 calendar year, employee participation in medical coverage shall be:**

	<b>January 1, 2010</b>
<b>Employee Only</b>	<b>\$13.38 per month</b>
<b>Employee + One</b>	<b>\$26.74 per month</b>
<b>Family Coverage</b>	<b>\$40.12 per month</b>

Employees choosing a more costly level of medical coverage will participate at the above rates, and also pay the differential cost for the more expensive premium level.

For the remaining term of the agreement, employee participation toward medical premium coverage will include the proportional percentage change in premium each

“premium year” for the base level of coverage after changes in Plan Design by the HIC and approval by the City Council.

In the event that a majority of the Health Insurance Committee (“HIC”) recommends to the City Council changes in the Health Benefit Plans that either provide the same level of benefit coverage for less cost or greater level of benefit coverage for the same or similar costs, the City will meet and confer with the Bargaining Unit as to implementation of the economic impact of the proposed changes.

2. January 1, 2005: The flexible benefit monthly amount will be modified to \$600 per month.

The flexible benefit program with a fixed stipend will remain as a benefit for current CSO personnel until such time as they leave the City’s employment; all new CSO personnel will receive the medical benefit as described in “1” above.

CSO Personnel may choose to receive the City-provided medical coverage described in “1” above, rather than the Flexible Benefit; should an employee change to the City coverage they cannot revert back to the Flexible Benefit Plan.

For Dispatch Supervisory Personnel: The medical benefit program as defined in “1” above will be in place effective January 1, 2005; additionally, Dispatch Supervisory personnel will continue to receive a monthly flexible benefit allowance equal to 2% of their salary.

Flexible benefit dollars may be used at the employee's discretion to pay employee/dependent medical premium costs, dependent/family dental premiums, additional life insurance, cancer insurance, a Section 125 Flexible Spending Account, a 401(k), or receive a cash-out option in the employee's paycheck. In addition, the City agrees that an employee may waive health insurance where employees are eligible for dual health coverage and those cases where both spouses are City employees. (Note: A City spouse may carry health insurance but will not be eligible for rebate.) Only those employees with proof of other health insurance will be allowed to waive health coverage. Proof of alternate health coverage is required at the time of waiver. Effective the first pay period in January 2010, when both spouses/domestic partners are City employees and receiving medical coverage under the City plan (other than the \$600.00 flexible plan); and if they are subscribers to the highest cost provider health plan, they will be required to pay the higher premium rate of that provider. This change will remain in effect until terminated.

C. Dental Insurance

Effective December 24, 2000, the City shall pay the employee-only portion of their dental insurance plan premiums for the term of this agreement.

D. Health Insurance Premium Deductions

The City reserves the right to deduct insurance premiums 24 times a year rather than each pay period.