

**MEMORANDUM
OF
UNDERSTANDING**



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

Effective July 1, 2004 through December 31, 2008

TABLE OF CONTENTS

1. General Provisions	1
2. Association Rights	3
3. Management Rights.....	7
4. Hours and Work Schedule	10
5. Wages.....	11
6. K-9 Officer.....	23
7. Field Training Officer/Records Trainer.....	25
8. Uniform Allowance	26
9. Educational Allowance.....	27
10. CalPERS Retirement.....	28
11. Health and Related	30
12. Employment Probation	32
13. Light/Limited Duty	32
14. Performance Evaluation	33
15. Sick Leave.....	34
16. Vacation.....	36
17. Holidays	38
18. Maternity and Paternity Leave.....	41
19. Family and Medical Leave.....	42
20. Bereavement Leave	45
21. Training.....	45
22. Grievance Procedure	46
23. Disciplinary Procedure	51
24. No Strikes/No Lockout	60
25. General Provision.....	60

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AND
THE WEST SACRAMENTO POLICE OFFICERS' ASSOCIATION**

July 1, 2004 through December 31, 2008

1. General Provisions

1.1. Parties

This Memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the CITY and the West Sacramento Police Officers' Association, hereinafter referred to as the ASSOCIATION.

1.2. Recognition

Pursuant to Minute Orders 87-58 and 89-82, the City Council recognized the Association as the exclusive organization for the purpose of employee representation for all employees in the classifications of Police Officer, Crime Scene Investigator I/II, Code Enforcement Trainee/Officer/Senior, Police Records Technician, Property and Evidence Technician and Community Services Officer. Pursuant to the unit modification on April 22, 2004, the classifications of Police Sergeant, Parking/Traffic Enforcement Supervisor are added to the Association.

1.3. Definitions

1.3.1. Appointing Authority

As used in this agreement, the Appointing Authority shall be the City Manager or his/her designee.

1.3.2. Employee

Shall mean an employee in the bargaining unit represented by the Association.

1.3.3. Days

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

1.3.4. Regular Hours

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

1.3.5. Sworn Employee

Employees in the classification of Police Sergeant and Police Officer.

1.3.6. Civilian Employee

Employees in the classification of Parking/Traffic Enforcement Supervisor, Crime Science Investigator I/II, Code Enforcement Trainee/Officer/Senior, Police Records Technician, Property and Evidence Technician and Community Services Officer.

1.3.7. Officer, Peace Officer, and Sworn Personnel

These terms shall mean Peace Officers as defined by California Penal Code, Section 830, et seq.

1.4. Seniority

1.4.1.

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

1.4.1.1.

The seniority date for all sworn employees shall be their actual date of hire with the City except that seniority in rank shall be from the date of appointment to that rank. Sworn

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

2. Association Rights

2.1. Agency Shop

Except as provided otherwise in this Section, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.

2.1.1 Implementation

All employees subject to the MOU must join the Association, pay a service fee to the Association or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to this MOU shall be provided through the Human Resources Division a notice advising that the City has entered into an Agency Shop agreement with the Association. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee.

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

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

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

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

2.1.2 Religious or Personal Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.

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

Charitable deduction shall only be by regular payroll deduction. For purposes of this Section, charitable deduction means a contribution to the United Way.

2.1.3 Financial Reports

The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association.

Failure to file such a report within one hundred (100) days of the close of the Association's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

2.1.4 Payroll Deductions and Pay-Over

The City shall deduct Association dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted. The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

2.1.5 Hold Harmless

The Association shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds the Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.

2.1.6 Suspension of Agency Fees

For the duration of any strike sanctioned, called, or supported by the Association, the City may suspend collection of Agency service fees without jeopardy to the employee.

2.1.7 Waiver of Election for Newly-Represented Employees

The accretion of classifications and/or employees to the unit represented by WSPOA of this MOU shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

2.2 Association Release Time

The Association shall have a reasonable amount of release time for the conducting of official Association business. The release time may be used by designated Association representatives for the purposes relating to labor negotiations, and employee/employer relation matters. Release time for sworn employees will be coordinated with the Division Commander. For civilian employees, release time will be coordinated with the employee's supervisor.

2.3. Use of Release Time

Use of Association release time is subject to reasonable advance requests. Such request shall be to the immediate supervisor. Approval of the release time must be received before the employee uses the time. The Department shall reasonably grant or deny the release time based upon the legitimate operating needs.

2.4. Meetings

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

2.5. Communications

2.5.1. Bulletin Boards

The Association shall have the right to install bulletin boards for the Association's exclusive use. All material shall be posted upon the bulletin board and not upon walls,

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

2.5.2. Inter/Intra Departmental Mail System

The City agrees to allow limited use of the City's inter/intra departmental mail system to the Association. Such use shall not include materials unsuitable for posting under Section 2.4.1.

2.6. Copies of Agreement

The City agrees to provide the Association with sufficient copies of this agreement for each of its members.

3. Management Rights

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

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

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

To schedule working hours and assign work.

To establish, modify, or change work schedules or standards.

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

To determine the location of all work assignments and facilities.

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

To determine the size and composition of the work force.

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

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

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

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

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

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

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

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

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

To discharge probationary employees without right to appeal.

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

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

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

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

The Association agrees that except to the extent that the City's rights are expressly limited by the terms of this agreement, the Association waives any and all of its rights to grieve the exercise or lack of exercise of any of the City rights.

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

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

4. Hours and Work Schedule

4.1. Standard Work Day

For all full time employees, the standard workday shall be either eight (8), nine (9) or ten (10) hours of work performed, not including any unpaid non-work time, as determined by the Department Head or as defined in Section 4.3.

4.2. Shift Exchange

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

4.3. Rest Periods

Sworn employees, other than those assigned to patrol functions, shall receive two (2) paid fifteen (15) minute rest periods and an unpaid meal period not to exceed one (1) hour as the work load permits and subject to call out. The Department will consider one-half (1/2) hour lunch periods within each work division using guidelines established in the side letter of July 9, 1996. The exact time and duration of such meal period shall be within the discretion of the Chief of Police. Rest and meal periods for sworn employees assigned to work patrol functions shall be considered time worked. Rest periods shall be scheduled in accordance with the requirements of the Police Department, and shall be taken at such locations as designated by the Chief of Police.

Civilian employees shall receive two (2) paid fifteen (15) minute rest periods and an unpaid meal period not to exceed one (1) hour. The Department will consider one-half (1/2) hour lunch periods within each work division using guidelines established in the side letter of July 9, 1996. The exact time and duration of such meal period shall be within the discretion of the Police Chief. Rest and meal periods for civilian employees assigned to eight (8), nine (9) or ten (10) consecutive hours of work) shall be considered

time worked. Rest periods shall be scheduled in accordance with the requirements of the department. The Chief of Police or his/her designee, following consultation with the City Manager, shall determine which employees will be assigned to work eight (8), nine (9) or ten (10) consecutive hours.

4.4. Meal Allowance

All employees except the classifications of Police Sergeant and Parking/Traffic Enforcement Supervisor working two (2) or more hours of overtime contiguous to his/her regular shift shall be provided either an addition one-half (1/2) hour meal break or one-half (1/2) hour of overtime if a meal break cannot be provided during the overtime worked.

5. Wages

5.1. Base Pay

During the terms of this agreement, salary increases for the classification of employees covered by this agreement will be as follows:

5.1.1

In lieu of a salary increase, all classifications will receive a 3% lump calculated on gross pay (defined as base pay including educational incentives and other incentives that would impact the employee's regular rate of pay and overtime paid) amount for the period of July 1, 2004 through the payroll period ending June 10, 2005.

Effective the first pay period inclusive of June 11, 2005, the following increases, by classification shall be:

Police Officer	5%
Police Sergeant	5%

Code Enforcement Trainee/Officer/Senior	5%
Community Services Officer	5%
Crime Scene Investigator I/II	5%
Parking Traffic Enforcement Supervisor	5%
Police Records Technician	5%
Property & Evidence Technician	5%

Police Officer	4109-4314-4530-4757-4995
Police Sergeant	4896-5141-5398-5668-5951
Code Enforcement Officer/Sr.	3927-4123-4329-4545-4772
Code Enforcement Officer	3552-3730-3917-4113-4319
Code Enforcement Trainee	3214-3375-3544-3721-3907
Community Services Officer	2655-2788-2927-3073-3227
Crime Scene Investigator I	3211-3372-3541-3718-3904
Crime Scene Investigator II	3514-3690-3874-4068-4271
Parking/Traffic Enforcement Supr	3173-3332-3499-3674-3858
Police Records Technician	2590-2720-2856-2999-3149
Property & Evidence Technician	2853-2996-3146-3303-3468

Effective the first pay period inclusive of January 1, 2006, the following increases, by classification shall be:

Police Officer	3%
Police Sergeant	3%
Code Enforcement Trainee/Officer/Senior	2%
Community Services Officer	3%
Crime Scene Investigator I/II	3%
Parking Traffic Enforcement Supervisor	2%
Police Records Technician	3%
Property & Evidence Technician	3%

Police Officer	4233-4445-4667-4900-5145
Police Sergeant	5043-5295-5560-5838-6130
Code Enforcement Officer/Sr.	4004-4204-4414-4635-4867
Code Enforcement Officer	3624-3805-3995-4195-4404
Code Enforcement Trainee	3278-3442-3614-3795-3985
Community Services Officer	2734-2871-3015-3166-3324
Crime Scene Investigator I	3309-3474-3648-3830-4021
Crime Scene Investigator II	3619-3800-3990-4190-4399
Parking/Traffic Enforcement Supr	3238-3400-3570-3748-3935
Police Records Technician	2669-2802-2942-3089-3243
Property & Evidence Technician	2939-3086-3240-3402-3572

Effective the first pay period inclusive of July 1, 2006, the following increases, by classification shall be:

Police Officer	2%
Police Sergeant	2%
Code Enforcement Trainee/Officer/Senior	2%
Community Services Officer	4.5%
Crime Scene Investigator I/II	2.5%
Parking Traffic Enforcement Supervisor	2.5%
Police Records Technician	3.5%
Property & Evidence Technician	2.5%

Police Officer	4317-4533-4760-4998-5248
Police Sergeant	5144-5401-5671-5955-6253
Code Enforcement Officer/Sr.	4085-4289-4503-4728-4964
Code Enforcement Officer	3696-3881-4075-4279-4493
Code Enforcement Trainee	3344-3511-3687-3871-4065
Community Services Officer	2858-3001-3151-3309-3474
Crime Scene Investigator I	3391-3561-3739-3926-4122

Crime Scene Investigator II	3710-3895-4090-4294-4509
Parking/Traffic Enforcement Supr	3318-3484-3658-3841-4033
Police Records Technician	2762-2900-3045-3197-3357
Property & Evidence Technician	3012-3163-3321-3487-3661

Effective the first pay period inclusive of January 1, 2007, the following increases, by classification shall be:

Police Officer	3%
Police Sergeant	6%
Code Enforcement Trainee/Officer/Senior	0%
Community Services Officer	4%
Crime Scene Investigator I/II	2.5%
Parking Traffic Enforcement Supervisor	.50%
Police Records Technician	4%
Property & Evidence Technician	2.5%

Police Officer	4448-4670-4903-5148-5405
Police Sergeant	5452-5725-6011-6312-6628
Code Enforcement Officer/Sr.	4085-4289-4503-4728-4964
Code Enforcement Officer	3696-3881-4075-4279-4493
Code Enforcement Trainee	3344-3511-3687-3871-4065
Community Services Officer	2972-3121-3277-3441-3613
Crime Scene Investigator I	3476-3650-3832-4024-4225
Crime Scene Investigator II	3802-3992-4192-4402-4622
Parking/Traffic Enforcement Supr	3334-3501-3676-3860-4053
Police Records Technician	2872-3016-3167-3325-3491
Property & Evidence Technician	3088-3242-3404-3574-3753

Effective the first pay period inclusive of July 1, 2007, the following increases, by classification shall be:

Police Officer	2%
Police Sergeant	2%
Code Enforcement Trainee/Officer/Senior	2.5%
Community Services Officer	4%
Crime Scene Investigator I/II	4%
Parking Traffic Enforcement Supervisor	4%
Police Records Technician	4%
Property & Evidence Technician	4%

Police Officer	4535-4762-5000-5250-5513
Police Sergeant	5562-5840-6132-6439-6761
Code Enforcement Officer/Sr.	4186-4395-4615-4846-5088
Code Enforcement Officer	3789-3978-4177-4386-4605
Code Enforcement Trainee	3429-3600-3780-3969-4167
Community Services Officer	3092-3247-3409-3579-3758
Crime Scene Investigator I	3615-3796-3986-4185-4394
Crime Scene Investigator II	3954-4152-4360-4578-4807
Parking/Traffic Enforcement Supr	3468-3641-3823-4014-4215
Police Records Technician	2987-3136-3293-3458-3631
Property & Evidence Technician	3210-3371-3540-3717-3903

Effective the first pay period inclusive of January 1, 2008, the following increases, by classification shall be:

Police Officer	3%
Police Sergeant	3%
Code Enforcement Trainee/Officer/Senior	3%
Community Services Officer	3%
Crime Scene Investigator I/II	3%
Parking Traffic Enforcement Supervisor	3%

Police Records Technician	3%
Property & Evidence Technician	3%

Police Officer	4671-4905-5150-5408-5678
Police Sergeant	5729-6015-6316-6632-6964
Code Enforcement Officer/Sr.	4311-4527-4753-4991-5241
Code Enforcement Officer	3902-4097-4302-4517-4743
Code Enforcement Trainee	3531-3708-3893-4088-4292
Community Services Officer	3185-3344-3511-3687-3871
Crime Scene Investigator I	3724-3910-4105-4310-4526
Crime Scene Investigator II	4072-4276-4490-4715-4951
Parking/Traffic Enforcement Supr	3571-3750-3937-4134-4341
Police Records Technician	3076-3230-3392-3562-3740
Property & Evidence Technician	3308-3473-3647-3829-4020

Effective the first pay period inclusive of July 1, 2008, the following increases, by classification shall be:

Police Officer	2%
Police Sergeant	2%
Code Enforcement Trainee/Officer/Senior	2%
Community Services Officer	2%
Crime Scene Investigator I/II	2%
Parking Traffic Enforcement Supervisor	2%
Police Records Technician	2%
Property & Evidence Technician	2%

Police Officer	4765-5003-5253-5516-5792
Police Sergeant	5844-6136-6443-6765-7103
Code Enforcement Officer/Sr.	4398-4618-4849-5091-5346
Code Enforcement Officer	3981-4180-4389-4608-4838

Code Enforcement Trainee	3602-3782-3971-4170-4378
Community Services Officer	3248-3410-3581-3760-3948
Crime Scene Investigator I	3799-3989-4188-4397-4617
Crime Scene Investigator II	4155-4363-4581-4810-5050
Parking/Traffic Enforcement Supr	3643-3825-4016-4217-4428
Police Records Technician	3138-3295-3460-3633-3815
Property & Evidence Technician	3373-3542-3719-3905-4100

Effective the first pay period inclusive of December 1, 2008, the following increases, by classification shall be:

Police Officer	3%
Police Sergeant	3%
Code Enforcement Trainee/Officer/Senior	3%
Community Services Officer	3%
Crime Scene Investigator I/II	3%
Parking Traffic Enforcement Supervisor	3%
Police Records Technician	3%
Property & Evidence Technician	3%

Police Officer	4908-5153-5411-5682-5966
Police Sergeant	6019-6320-6636-6968-7316
Code Enforcement Officer/Sr.	4530-4756-4994-5244-5506
Code Enforcement Officer	4100-4305-4520-4746-4983
Code Enforcement Trainee	3710-3895-4090-4294-4509
Community Services Officer	3345-3512-3688-3872-4066
Crime Scene Investigator I	3913-4109-4314-4530-4756
Crime Scene Investigator II	4279-4493-4718-4954-5202
Parking/Traffic Enforcement Supr	3752-3940-4137-4344-4561
Police Records Technician	3232-3394-3564-3742-3929
Property & Evidence Technician	3474-3648-3830-4022-4223

5.1.2 Deferred Compensation

The City will contribute three percent (3%) of the Police Sergeant's base salary and .5% of the Parking/Traffic Enforcement Supervisor's base salary into one of the City's deferred compensation programs on the employee's behalf, not to exceed the maximum allowable by law per year. Effective the payroll period inclusive of January 1, 2007, the deferred compensation contributions will cease. Effective the same date, the Police Sergeant and Parking/Traffic Enforcement Supervisor salary ranges will be increased by the equivalent percentages previously contributed into the deferred compensation programs.

5.2 Overtime

It is the general policy of the City to avoid the necessity for overtime work whenever possible. Overtime shall be held to a minimum consistent with the protection of lives and property of its citizens and the efficient operation of the City. Overtime work requires prior authorization by the Department Head or designated representative.

5.3. Overtime Pay

5.3.1.

Employees who work in excess of their standard work day, as defined in Section 4.1, shall be compensated for such overtime at a rate of 1-1/2 times the employee's regular rate of pay. Sick leave shall not count towards time worked in determining whether an employee has worked in excess of his/her standard workday. (This provision shall not apply to employees taking sick leave due to a worker's compensation injury or illness.) An employee shall not be assigned mandatory overtime as a result of the use of sick leave.

5.3.2

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

Police Sergeants: Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off shall not accrue in excess of one hundred twenty (120) hours for Police Sergeants. The maximum accrual increases to one hundred forty (140) hours effective July 1, 2005. Employees may use compensatory time off only with the approval of the Chief of Police or his/her designated representative.

Civilian Employees: Overtime may be taken in cash or in the form of compensatory time off for eligible employees. Compensatory time off shall not accrue in excess of eighty (80) hours. Employees may use compensatory time off only with the approval of the Department Head or his/her designated representative.

5.3.2.1.

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

5.3.2.2.

An employee may request in writing that a portion or all of the compensatory time accrued be paid on the earliest possible payday. Such payment is subject to the approval of the Department Head or designated representative.

5.4. Call Back Pay

An employee who is called back to work after leaving his or her place of employment, following the completion of the employee's work shift, shall be paid for a minimum of two (2) hours work at the overtime rate, even if the total hours worked that day do not exceed eight (8), nine (9) or ten (10) hours. Such compensation shall be computed as work performed from the time of reporting on duty or at the place of work through the time of going off duty or until completion of work at such place. This Section will not apply if the employee is being called back to complete work that should have been finished prior to the end of his/her shift.

5.5. On-Call

5.5.1.

Employees shall be paid two dollars (\$2.50) per hour for any hours assigned to an on-call assignment. The amount increases to \$4.00 per hour effective June 11, 2005.

a. Each Investigator and Crime Scene Investigator will be designated for seven (7) day assignments.

b. The weekend on-call assignment will start at 1800 hours on Friday and continue until Monday morning at 0700 hours. During the week, the on-call assignment will start at 1800 hours on each day (i.e., Monday through Thursday; 1800 hours for the Crime Scene Investigator) and will end at 0700 hours the following morning.

c. When called out, the Investigator or Crime Scene Investigator shall be under the functional supervision of the Shift Supervisor or OIC, unless the Investigation Supervisor is on scene.

d. The decision to call out an Investigator or Crime Scene Investigator will rest with the Shift Supervisor or OIC. All personnel should comply with the directions given by the Field Supervisor. Any conflict of duty assignments will be brought to the Investigative Supervisor's attention for review. Investigators and Crime Scene Investigators will address these conflicts in a constructive manner. All personnel will work together as a team to resolve the conflicts.

e. The Department will make every effort to assure that Investigators are assigned on-call no more than once every seven (7) weeks. In order to comply with this goal, the Department will make available an on-call list for non-investigative personnel to sign for occasional on-call or Crime Scene Investigator assignment. This list will be used to fill in for vacations, workers' compensation absences, or any other absences of regularly scheduled on-call personnel. The Department retains the right to determine if non-investigative personnel are qualified to act as on-call Investigators or Crime Scene

Investigators . The Department will not, however, unreasonably withhold such authorization. On-call personnel will, of course, still be permitted to make changes to their on-call assignment among themselves with the permission of the Investigation Supervisor.

f. On-call Investigators or Crime Scene Investigators are required to drive their City owned vehicle home and have them available at all times. The on-call Investigator or Crime Scene Investigator should be able to get to the scene of the investigation within forty five (45) minutes. When an Investigator or Crime Scene Investigator is on-call, he/she may utilize the vehicle for limited personal reasons provided the vehicle is not used to transport passengers or excess baggage. The on-call Investigator or Crime Scene Investigator may not consume any alcoholic beverage or engage in any other activities which would affect his/her ability to effectively respond and perform his/her duties as an Investigator or Crime Scene Investigator for the Department.

g. All Investigative personnel shall be provided with beepers. When not on-call, Investigative personnel are still required to call in if they receive a page to let the Department know whether they are available. Investigative personnel not on-call will not be disciplined if unavailable for call-out. If, however, Investigative personnel are unavailable on a consistent basis when paged, the Department reserves the right to transfer him/her to another division.

5.5.2. When an employee is on an on-call assignment, he/she shall be paid for a minimum of two (2) hours work at the overtime rate when called out.

5.6. Court Time

5.6.1.

Off-duty court time will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum pay equivalent to four (4) hours worked at the overtime rate. Any off duty time required to appear in court in excess of the four

(4) hours in one (1) day shall be compensated at the overtime rate. This applies to hours that are non-contiguous to the employee's regular duty hours.

5.6.2.

Court overtime will only be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. Lunch breaks do not normally count for purposes of overtime compensation. If the employee is required to meet with, or obtain evidence or information for the District Attorney during the lunch break, the lunch break shall be compensated as overtime.

5.6.3.

Breaks in court testimony, multiple subpoenas or the required court activities do not count as separate incidents for purposes of minimum compensation within the same court or calendar day.

5.6.4.

Any employee who is scheduled to appear in court on a regular day off, or prior to or after his/her assigned duty shift, and who is released from that appearance after 1700 hours on the day prior to the court appearance date, shall be compensated at the overtime rate of one and one-half (1.5) times the employee's rate of pay equivalent to two (2) hours worked at the overtime rate, provided he/she makes a reasonable effort to contact the Court Liaison before reporting to court. This money constitutes compensation for the on-call hours between 0830 and 1330 hours. Furthermore, this section is compensation for the disruption of an employee's off-duty time in the event the hearing is canceled, or postponed, on the date of the scheduled appearance. If the employee is required to appear in court, he/she shall receive a minimum of four (4) hours pay at the overtime rate of one and one-half (1.5) the employee's rate of pay in accordance with Section 5.6.1 above.

5.6.5.

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

5.7. Shift Differential

5.7.1.

A civilian employee shall receive a night shift differential of five percent (5%) of his/her base salary as additional compensation if more than one-half (1/2) of his/her work period is before his/her regular shift starts or after his/her regular shift ends.

5.7.2.

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

6. K-9 Officer

6.1 K-9 Officer Compensation

The city and the association have determined that the amount of compensable off-duty working time attributable to the routine care of a city owned canine, including but not limited to, the handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of city vehicles and ordinary transport to the veterinarian is thirty (30) minutes per day, seven (7) days per week. This determination is the result of a good faith estimate by the city and the association and is intended to be comprehensive, accurate and inclusive of all pertinent facts. The compensation for such additional off-duty working

time shall be paid at the Officer's time and one-half (regular) rate of pay. Officers assigned to K-9 duty shall be entitled to K-9 Officer compensation during periods of training up to three (3) months prior to the dog actually being certified for service.

6.1.1.

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

6.1.2.

No employee shall work more than thirty (30) minutes per day in the performance of off-duty K-9 Officer tasks without the express direction of the K-9 Coordinator or Office of Operations Lieutenant. All extraordinary work involving the canine will be compensated at time and one-half. Extraordinary work includes, but is not limited to, unanticipated trips for emergency veterinary care, special training not normally conducted on a daily or scheduled basis, and any work which causes a substantial increase in work time beyond that which is authorized in Section 6.1. Absent exigent circumstances, all such overtime must be authorized, in advance, by the K-9 Coordinator or Office of Operations Lieutenant.

6.1.3

In the event a City-owned canine is permanently retired by the Department, the most recent handler shall have the option to purchase the canine from the City for \$1.00. In the event the canine had more than one handler, and the most recent handler chooses not to purchase the canine, the next most recent handler of the canine shall have the option to purchase the retired canine. The purchase of the dog shall include an

indemnification, and hold harmless agreement by the purchasing officer, releasing the City from any and all liability, including future veterinary care, maintenance, and other costs relating to the canine.

7. Field Training Officer/Records Trainer

7.1. Field Training Officer/Records Trainer Compensation

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

7.2.

Compensation for serving as an FTO or Records Trainer shall be as follows:

7.2.1.

A FTO, while actually training a Police Recruit or new Lateral Officer for the Department will be compensated an additional five percent (5%) over his or her base salary for every training day. FTOs are expected to perform their FTO duties during their normal tour of duty and will not receive overtime for FTO duties unless specifically authorized by the Chief of Police or his/her designee

A Records Trainer, while actually training a new Police Records Technician for the Department will be compensated an additional five percent (5%) over his or her base salary for every training day. Record Trainers are expected to perform their training duties during their normal tour of duty and will not receive overtime for training duties unless specifically authorized by the Chief of Police or his/her designee...

7.2.2.

A FTO or Records Trainer called upon to act in the capacity of a supervisor will be compensated an additional five percent (5%) over his or her base salary after working

one (1) regular work shift (eight (8), nine (9) or ten (10) consecutive hours) in the supervisory capacity. During these periods, the FTO or Records Trainer will have the same authority and responsibility as the supervisor he or she replaces. The FTO or Records Trainer training compensation will not be compounded with the supervisory compensation noted in this Section.

8. Uniform Allowance

8.1. Uniform Allowance

8.1.1.

For purchase and maintenance of required uniforms, sworn and civilian employees shall receive a uniform allowance of eight hundred and fifty dollars (\$850.) An additional one hundred dollars (\$100) per year will be paid to K-9 and motor officers.

8.1.2.

Employees shall receive their uniform allowance on a quarterly basis payable by separate check at the end of the quarter. Upon hire, an employee will receive two hundred dollars (\$200) in uniform advance.

8.1.3.

Employees who receive a uniform allowance are required to meet Department uniform standards.

8.1.4.

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

8.2. Safety Equipment - Civilian Employees

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

9. Educational Allowance

9.1. Educational Allowance for Sworn Employees

9.1.1. Police Officers

Police Officers shall receive a one hundred and twenty five (\$125) increment above base pay for sixty (60) semester units from an accredited college or university or an Intermediate POST.

Police Officers shall receive a two hundred dollars (\$200) increment above base pay for completion of ninety (90) semester units from an accredited college or university or Advanced POST.

Police Officers shall receive a three hundred dollar (\$300.00) increment above base pay for a bachelors' degree from an accredited college or university.

9.1.2 Police Sergeants

Police sergeants shall receive a one hundred fifty dollars (\$150.00) increment above base pay for completion of ninety (90) semester units from an accredited college or university. Effective the payroll period inclusive of July 1, 2005, the amount will increase from one hundred fifty dollars (\$150.00) to two hundred dollars (\$200.00) per month.

Police Sergeants shall receive a two hundred thirty dollars (\$230.00) increment above base pay for a Bachelor's degree from an accredited college or university. Effective the

payroll period inclusive of July 1, 2005, the amount will increase from two hundred thirty dollars (\$230.00) to three hundred dollars (\$300.00).

9.1.3 Sworn employees shall receive the highest educational/POST incentive for which she/he is eligible. There shall be no “pyramiding” of education/POST incentives.

9.2. Books and Tuition Reimbursement

The City will provide Police Sergeants one hundred percent (100%) tuition reimbursement for approved job related courses, including books, with the following conditions: Tuition reimbursement shall not exceed the resident tuition fees of the California State University system, and the employee must provide verification that he/she has completed the approved coursework with a grade “C” or better or achieved a “pass” grade in a pass/fail course. The employee shall request approval from the Chief of Police or his/her designee, in advance. The request shall not be unreasonably denied.

9.3 Educational Allowance – Civilian Employees

The City shall pay up to four hundred dollars (\$400.00) per fiscal year to all eligible employees for career enhancement activities. Employees may roll over twice, for a maximum of \$1200.00. Please refer to the Career Enhancement Reimbursement Administrative Policy for specific procedures.

10. CalPERS Retirement

10.1. CalPERS Retirement

10.1.1

The City will continue its participation in the California Public Employees' Retirement System (CalPERS) during the term of this agreement. The retirement program with CalPERS for Safety Members shall include the 2% @ 50 formula, highest twelve (12)

months for final compensation determination, and the Third Level of the 1959 Survivor's Benefit and Military Service Credit as Public Service. Effective June 1, 2007, the formula will change to 3%@50.

The retirement program with CalPERS for the Miscellaneous Members shall include the 2.5% @ 55 formula, the Third Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service and the Unused Sick Leave Credit option.

10.1.2

Safety Members: The City will continue to pay the 9% employee's share of CalPERS retirement contributions. Effective June 1, 2007, the CalPERS contract will be amended to include Section 20516, Employees Sharing Cost of Additional Benefits. The amendment allows affected employees to share in the cost of the 3%@50 enhanced retirement formula. Affected employees agree to pay one-half of the increased cost, to a maximum of 4.5%, based upon an actuarial valuation conducted by CalPERS after the July 1, 2007 employer rate for the 2%@50 formula is set. As applicable, the employee contribution will be made pre-tax.

Miscellaneous Members: The Parking/Traffic Enforcement Supervisor shall share in the cost of the retirement program by contributing 2% on a pre-tax basis under IRS code section 72 (o). All miscellaneous members except the Parking/Traffic Enforcement Supervisor classification pay 1% and the City pays 7% of the total 8% employee contribution. The 1% is paid on a pre-tax basis. The City picks up the full 8% for the Parking/Traffic Enforcement Supervisor.

10.1.3

The City reports the value of Employer Paid Member Contributions (EPMC- 9% for safety employees and 7% for civilian employees) as special compensation to CalPERS and pays both the employee and employer contributions.

11. Health and Related

11.1. Health and Related

A Cafeteria plan for health benefits (medical, dental, and vision) is provided to employees with the City contributing five hundred and seventy five dollars (\$575). Should the monthly dental insurance premium exceed \$78 during the term of this agreement, the monthly cafeteria plan amount will be increased by the difference between the new rate and the \$78 per month rate. Effective July 1, 2005, the monthly amount per employee will increase to \$675.

Effective October 1, 2005, the cafeteria plan amounts shall be as follows:

Employee only coverage or cash-out:	\$675 per month
Employee plus one coverage:	\$725 per month
Employee plus family coverage:	\$800 per month

Effective October 1, 2006, the cafeteria plan amounts shall be as follows:

Employee only coverage or cash-out:	\$675 per month
Employee plus one coverage:	\$775 per month
Employee plus family coverage:	\$875 per month

Effective October 1, 2007, the cafeteria plan amounts shall be as follows:

Employee only coverage or cash-out:	\$700 per month
Employee plus one coverage:	\$800 per month
Employee plus family coverage:	\$925 per month

Effective October 1, 2008, the cafeteria plan amounts shall be as follows:

Employee only coverage or cash-out:	\$700 per month
Employee plus one coverage:	\$825 per month
Employee plus family coverage:	\$975 per month

Surplus dollars not expended for health and welfare benefits may be diverted to a deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law

The medical insurance co-pays in effect on October 1, 2004 shall continue during the term of this memorandum of understanding.

11.2. Medical After Retirement

Sworn employees will receive retiree medical benefits to be provided through current medical plans. One hundred percent (100%) of the premiums will be paid, indexed to the Health Net family rate, not to exceed the level paid to active employees.

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

- 10-14 years of service = \$50 + 25% of premiums
- 15-19 years of service = \$75 + 30% of premiums
- +/- 20 years of service = \$100 + 50% of premiums

In all cases, this benefit for civilian employees is not to exceed 75% of the total premium.

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

12. Employment Probation

12.1. Probationary Period – Sworn Employees

The probationary period for all sworn employees shall be eighteen (18) months for all new employees. The Chief of Police may shorten the probationary period from eighteen (18) months to twelve (12) months upon satisfactory performance evaluations.

12.2. Probationary Period - Civilian Employees

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

12.3. Probationary Period - Promotions

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

13. Light/Limited Duty

13.1. Light/Limited Duty

13.1.1.

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

13.1.2.

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

13.1.3.

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

14. Performance Evaluation

14.1. Performance Appraisal

14.1.1.

The Department shall prepare a performance appraisal for each employee at least every three (3) months during the probationary period. The employee performance appraisals on probationary employees shall be filed with the Appointing Authority. Unless the department extends the probationary period or takes action to separate the employee during his/her probationary period, the probationer shall acquire regular status at the end of the probationary period.

14.1.2.

After the probationary period, the Department shall prepare a performance appraisal for each employee at least every twelve (12) months. Annual regular employee performance forms shall be submitted by the Department at least fifteen (15) days prior to the employee's anniversary date.

14.1.3.

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

14.1.4.

No performance evaluation shall be placed in a departmental file, nor shall it be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Department Head. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. A signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's evaluation and shall be transmitted to the City's personnel files. The performance appraisal is not subject to appeal through the grievance and/or disciplinary appeal process.

15. Sick Leave

15.1. Sick Leave

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

15.1.1.

His or her own illness or injury or exposure to a contagious disease which incapacitates such employee from performing his or her duties.

15.1.2.

His or her own medical and dental appointments if not able to schedule during off duty hours.

15.1.3.

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

15.1.4.

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

15.1.5.

The Department Head may request a doctor's certificate as proof of necessity for absence in order for sick leave with pay to be granted. The parties agree that such means shall not be used to harass or intimidate employees or discourage appropriate use of sick leave.

15.2. Sick Leave - How Computed

15.2.1.

Each full time employee shall be entitled to sick leave with pay which shall accrue at the rate of eight (8) hours for each month of service commencing with the date of employment. For purposes of sick leave accrual, employees hired on or before the fifteenth (15th) day of a month shall be credited with one (1) day sick leave for that month. Employees hired after the fifteenth (15th) day of a month shall have sick leave credited to them beginning the first (1st) day of the following month.

15.2.2.

Upon retirement, layoff, or death, one-half (1/2) of the value of an employee's accumulated sick leave will be paid to the employee. Civilian employees who retire have the option to choose between a cash-out of one-half (1/2) of their unused sick leave, with the remaining one-half (1/2) reported to CalPERS as service credit OR in lieu of any cash-out, 100% of unused sick leave will be reported to CalPERS as service credit. Effective July 1, 2005, sworn employees will have the option to choose between a cash-out of one-half (1/2) of their unused sick leave, with the remaining one-half (1/2) reported to CalPERS as service credit OR in lieu of any cash-out, 100% of unused sick leave will be reported to CalPERS as service credit.

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

15.3.1.

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

16. Vacations

16.1. Full Time Employees

16.1.1.

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

16.1.2.

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

16.1.3.

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

16.1.4.

Each full time employee who has served continuously for twenty (20) years or more shall be entitled to twenty (25) days or two hundred (200) hours of vacation leave with pay per year.

16.1.5.

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

16.2. Vacation Scheduling

16.2.1.

Vacations may be taken as vacation hours are accrued, subject to Department Head approval.

16.2.2.

The time for and scheduling of vacations shall be subject to Department Head approval and coordination by the Department with other employees.

16.2.3.

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

16.3. Vacation Pay Upon Termination

Upon leaving employment, an employee shall be paid the monetary value of his or her vested vacation but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this Section. Such monetary value shall be calculated based on the employee's base rate of pay at the time of leaving employment.

16.4 Vacation Sell Back

A Police Sergeant or Parking/Traffic Enforcement Supervisor may sell back up to sixty (60) hours of vacation per fiscal year. Monetary value shall be calculated based upon the employee's base rate of pay at the time of cash out. Effective the payroll period inclusive of July 1, 2005, the vacation sell-back provision for Police Sergeants will terminate.

17. Holidays

17.1. City Holidays

All regular City employees shall be entitled to paid holiday leave for the following days:

17.1.1.

New Year's Day (January 1)

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

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (last Thursday in November)

Day After Thanksgiving (last Friday in November)

Christmas Day (December 25)

Three and one-half (3-1/2) floating holidays to be selected by the employee (twenty-eight (28) hours).

17.1.2.

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

17.1.3.

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

17.1.4.

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

17.2. Floating Holidays

17.2.1.

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

Floating holidays are accrued on a fiscal year basis. An employee appointed during the period from July 1 through December 31 shall be entitled to three and one-half (3-1/2) floating holidays (twenty-eight (28) hours) for that fiscal year. An employee appointed during the period from January 1 through March 31 shall be entitled to one (1) floating holiday (eight (8) hours) for the remainder of the fiscal year. An employee appointed during the period from April 1 through June 30 shall not be entitled to any floating holidays for that fiscal year, but shall earn three and one half (3-1/2) floating holidays (twenty-eight (28) hours) at the start of the next fiscal year (July 1).

17.3. Employees Eligible for Holiday Pay

17.3.1.

Probationary, provisional, limited term, and regular full time employees shall be eligible for holiday pay at their regular rate of pay.

17.3.2.

Regular part time employees shall be eligible for holiday pay in direct proportion as such part time service bears to full time service if they would usually work on the day the holiday is celebrated.

17.4. Compensation for Work on Holidays

17.4.1.

If an employee is required to work on a day being observed as a City holiday, the employee shall be paid overtime compensation at one and one-half (1-1/2) times the employee's regular rate of pay plus retain the holiday hours to be used within the fiscal year or be compensated for same prior to the fiscal year end.

17.4.2.

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

17.4.3.

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

17.4.4.

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

18. Maternity and Paternity Leave

18.1. Maternity and Paternity Leave

Maternity leave may be taken by female employees for up to one hundred twenty (120) days. Family and Medical Leave of up to twelve (12) weeks is also available in addition to the leave provided in this Section (See Section 19). In no case will leave be granted beyond one (1) year from the original maternity leave date. The one hundred twenty (120) day maternity leave and Family and Medical Leave of up to twelve (12) weeks does not constitute a break in service for purposes of seniority. Leave beyond this will be counted as a break in service for seniority purposes.

The employee must notify either her supervisor or the Department Head at the earliest time of her expected date of delivery and the anticipated date upon which her maternity leave will commence. At the time the employee requests her maternity leave, she should inform the Department Head whether or not she intends to return to work when her disability ends following childbirth. If for any reason she fails to return on her anticipated date of return without prior notice and proof of continuing disability, she will be subject to discipline.

For six (6) weeks following the birth of the child, the City will compensate the employee the difference between her regular salary and disability insurance payments that she may be receiving. In no event will this extend beyond six (6) weeks.

Following the six (6) week period, the employee has the option of coordinating any extended disability payments with paid leave time (e.g., vacation, floating holiday time, comp time, sick leave, management leave). If the employee is not receiving extended disability payments, she has the option of using accrued leave time or taking leave without pay. However, if the leave extends beyond the one hundred twenty (120) days of maternity leave plus the two (2) weeks of Family and Medical Leave, the employee must use paid leave time until exhausted for the remaining duration of her leave. After the leave time has been exhausted, the remainder of her leave is without pay. No benefits or leave time, including holidays, accrue or are paid during any unpaid leave time.

City holidays occurring during the leave period will be recorded as holiday time for payroll purposes and used accordingly. This does not apply to employees on unpaid leave status.

A male regular employee is entitled to a five (5) day paternity leave in connection with the birth of his child. Paid leave time shall be utilized for this period. The provisions of Section 19, Family and Medical Leave pertaining to the birth of a child also apply.

19. Family and Medical Leave

The City acknowledges the applicability of the Federal Family and Medical Leave Act and the State Family Care and Medical Leave Act (Acts) and intends to apply and implement the provisions of this Section of this Memorandum of Understanding so as to comply with the Acts.

Any regular or non-regular employee, excepting temporary employees, who has been employed for at least twelve (12) months with the City, or has worked at least one

thousand two hundred fifty (1,250) hours of service in a preceding twelve (12) month period is eligible for Family and Medical Leave.

An eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period for any of the following reasons:

- a) The birth of a child of the employee. This may be in addition to the maternity or paternity leave provided for in Section 18.

- b) Placement of a child with an employee in connection with the adoption of the child by the employee.

- c) Placement of a child with the employee for foster care.

- d) A serious health condition that makes the employee unable to perform the essential functions of the position.

- e) To care for a child, parent, or spouse who has a serious health condition. A serious health condition is defined as a condition involving: (1) a period of incapacity or treatment involving in-patient care in a hospital, hospice, or residential medical care facility; (2) an incapacity requiring absence from work of three (3) days and requiring continuing treatment by a health care provider; or (3) continuing treatment by a health care provided for a chronic/long-term condition that is incurable or so serious that without treatment the condition is likely to involve an incapacity of three (3) days, or for prenatal care.

The City has the right to request validation of the event necessitating the leave in writing from an appropriate health care provider.

Spouses employed by the City are jointly entitled to a combined total of twelve (12) workweeks of family leave for the birth or placement of a child for adoption or foster care and for a parent (but not for a parent-in-law) who has a serious health condition.

During the Family and Medical Care Leave period, the employee must use appropriate paid leave time. The reason for the leave will dictate the type of leave time that is appropriate for use. However, the City may only require an employee to use accrued sick leave when the leave is required because of the employee's own serious health condition. If the employee does not have sufficient appropriate paid leave time, the leave-without-pay provisions of this Memorandum of Understanding apply except that Family and Medical Leave does not constitute a break in service for purposes seniority.

During the Family and Medical Leave period, the City will maintain group insurance under the same conditions as prior to the leave.

In accordance with the provisions of the Family and Medical Leave Act of 1993, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work from Family and Medical Leave.

Upon completion of the Family and Medical Leave, the employee shall return to the same or comparable position as was held prior to the leave. Upon request by the employee, this obligation of reinstatement shall be made in writing prior to the employee commencing the leave.

19.1. Requesting Family and Medical Leave

In requesting Family and Medical Leave, an employee should, whenever possible, provide his/her Department Head with as much advance notice as possible of the date the leave will commence and of the duration of the leave. At a minimum, written notice of no less than five (5) working days from learning of the events is required. The request shall state the reason Family and Medical Leave is being requested. The City may require that this request be submitted on a City provided form.

The Department Head shall promptly respond to the employee's request for Family and Medical Leave.

20. Bereavement Leave

20.1. Bereavement Leave

20.1.1.

When a death occurs in an employee's immediate family, the City will provide time off, with pay, up to a maximum of four (4) eight (8) hour days. An additional two (2) eight (8) hour days may be granted by the Department Head in his or her discretion, depending upon the circumstances. This additional time shall be charged against vacation, floating holiday, or sick leave, at the employee's choice, or taken without pay if no leave time exists. Members of the immediate family are parents, stepparents, husband, wife, children (including step-children and foster children), brothers, sisters, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

20.1.2.

In the case of death of other close relatives, including the employee's brother-in-law, sister-in-law, step brothers, step sisters, aunt, uncle, grandparents or grandchildren, the employee shall be allowed time off, with pay, up to a maximum of two (2) eight (8) hour days. An additional two (2) eight (8) hour days may be granted by the Department Head in his or her discretion, depending upon the circumstances. This additional time shall be charged against vacation, floating holidays, sick leave, or taken without pay.

21. Training

21.1. Training

21.1.1.

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

22. Grievance Procedure

22.1. Purpose

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

22.2. Definition of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

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

22.3. Informal Grievance Procedure

The grievant shall orally discuss his/her grievance with his/her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

22.4. Formal Grievance Procedure (All employees except Police Sergeants and Parking/Traffic Enforcement Supervisor. See Section 22.5 for the grievance procedure for Police Sergeants and Parking/Traffic Enforcement Supervisor.)

22.4.1. Level I

If a grievant is not satisfied with the resolution at the informal level, he/she may within five (5) days of receipt of such answer file a formal written grievance on a prescribed form with his/her supervisor. The supervisor within five (5) days thereafter give written answer to the grievant.

22.4.2. Level II

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.4.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City Manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.4.4. Level IV

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

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

22.4.5. Level V

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

22.5. Formal Grievance Procedure (Police Sergeants and Parking/Traffic Enforcement Supervisor)

22.5.1. Level I

If a grievant is not satisfied with the resolution at the informal level, he/she may within five (5) days of receipt of such answer file a formal written grievance on a prescribed form with this/her supervisor. The supervisor within five (5) days thereafter gives a written answer to the grievant.

22.5.2. Level II

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the department Head shall investigate the grievance, which may include a meeting with

the concerned parties and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.5.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City manager shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

22.5.4. Level IV

If the grievant is not satisfied by the decision made by the City Manager, he/she must submit a written request within fifteen (15) days of the receipt of the response from the City Manager, for a hearing before the Adjustment Board. The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen days prior to the hearing.

The Adjustment Board will be comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff or any organization employed to represent the City in the meeting and conferring process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of a least three (3) members of the Board.

22.5.5. Level V

If the Adjustment Board is unable to arrive at a majority decision, either the Association or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial arbitrator. The hearing

before the arbitrator shall be heard whenever possible within thirty (30) days of the receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

22.5.6 Level VI

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

22.6 Automatic Advances

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

22.7. Costs of Grievance Arbitration

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

22.8. Time Limits

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

23. Disciplinary Procedure

23.1. Purpose

23.1.1.

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

23.1.2.

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

23.1.3.

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

23.1.4.

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

23.2. Employee Representation

23.2.1.

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

23.3. Definitions

23.3.1.

Non-Disciplinary Corrective Actions Corrective measures of a non-disciplinary nature taken by the Department Head or an immediate supervisor including Counseling and Training Sessions, Documented Oral Counseling Sessions and Oral Reprimands.

23.3.2. Disciplinary Actions

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

23.3.3. Parties

The affected employee and the Appointing Authority or other members of supervision in management.

23.3.4. Response Meeting

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

23.3.5. Hearing

A formal hearing held following an appeal of an employee of action taken by the Department Head.

23.3.6. Notice

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

23.4. Time Limits

23.4.1.

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

23.5. Exclusive Procedure

23.5.1.

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

23.6. Non-Disciplinary Corrective Actions.

When the Department Head or an immediate supervisor determines more severe action is not necessary, he/she may orally or in writing communicate to the employee the deficiency or problem observed. Such communications may be designated as Counseling and Training Sessions, Documented Oral Counseling Sessions or Oral Reprimands. Although considered non-disciplinary in nature, a failure to correct identified deficiencies may lead to disciplinary action. The disciplinary action may reference any and all prior attempts of the supervisor or Department Head to correct the employee's deficiency.

23.6.1.

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

23.7 Written Reprimands

A Written Reprimand may be issued by the Department Head or, by an immediate supervisor.

23.7.1

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

23.7.2.

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

23.7.3.

A written reprimand issued by a supervisor shall be appealable only to the Department Head. A written reprimand issued by the Department Head shall be appealable only to the Appointing Authority or his/her designee. The appeal shall be made in writing and provided to the appropriate party within ten (10) days of the receipt of the written reprimand. Appeal of written reprimands are excluded from the below appeal procedure for disciplinary actions.

23.8. Notice

23.8.1.

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

23.8.2.

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

23.8.3.

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

- a. The reasons for the proposed action.

- b. A copy of the charges and recommended action.

- c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative which may be an attorney, at the meeting with the Department Head.
- d. The date and the time of the response meeting with the Department Head during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if the employee fails to participate in the response meeting, the Department Head may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

23.8.4.

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

- a. The employee may copy and inspect his personnel file.
- b. The employee may copy and inspect only the parts of other City records which the employee generated in his job, unless the Department Head orders broader discovery.

23.9. Response Meeting

23.9.1.

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

23.9.2.

Neither the Department Head nor the employee shall be entitled to call witnesses or take testimony.

23.9.3.

At the meeting, the Department Head may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his representative.

23.9.4.

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

23.9.5.

At the conclusion of the response meeting or within seven days, the Department Head shall issue an order, taking or determining not to take the action, and shall give written notice thereof to the employee, along with an explanation of the basis of the action and notice of the employee's right to appeal.

23.10. Appeal.

23.10.1.

If an employee has requested and participated in a response meeting with the Department Head as set forth above, the employee shall have the right to a hearing before an arbitrator as provided in this Section.

23.10.2.

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

23.10.3.

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

23.10.4.

A written demand for an appeal and hearing must be served on the Appointing Authority by the employee or his/her representative within ten (10) days of receipt of the Department Head's order of disciplinary action.

23.10.5.

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

23.10.6.

The demand for hearing shall include:

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

23.10.7.

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

23.10.8.

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

23.10.9.

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

23.10.10.

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

23.11 Hearing

23.11.1.

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

23.11.2.

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

23.11.3.

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

23.12. Arbitrator Selection

23.12.1.

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

23.12.2.

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

23.12.3.

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

23.12.4.

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

23.13. Probationary Employee

23.13.1.

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

25. No Strikes/No Lockout

25.1 No lockout of employees shall be instituted by the City during the terms of this Memorandum of Understanding.

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

25.3 In the event that Association members participate in such activities in violation of Section 25.2, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

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

26. General Provision

26.1. Integration

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

26.2 Prior Agreements

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

26.3. Other Matters

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

26.4. Alteration

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

26.5. Severability

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

26.6. Implementation

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

26.7. Term

Except as set forth in this document, this Memorandum of Understanding shall become effective July 1, 2004 following ratification by the Association and adoption by the City Council and shall remain in full force and effect to and including December 31, 2008.

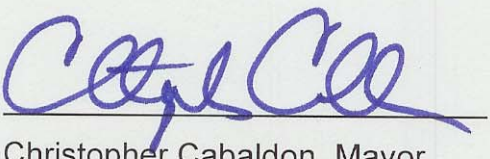
26.8 Waiver

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

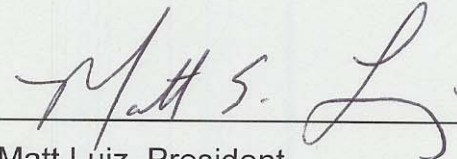
26.9. Meetings

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

Dated: 8/22/05



Christopher Cabaldon, Mayor
City of West Sacramento



Matt Luiz, President
West Sacramento Police
Officers' Association



CITY OF WEST SACRAMENTO

Where efforts and values are focused on the creation of
Premier City of the Sacramento Valley

July 9, 1996

City Council
City Administration
Personnel
1601 Stone Boulevard
916-373-5800
Fax: 916-372-8765

Mark R. Kruger, Attorney
Mastagni, Holdstedt & Chiurazzi
1912 I Street, Suite 102
Sacramento, California 95814

Finance
1601 Stone Boulevard
916-373-5816
916-373-5810 Utilities
Fax: 916-372-8765

RE: One-Half (1/2) Hour Lunch Schedules

Police
605 Third Street
916-372-2461
Fax: 916-373-0517

Dear Mr. Kruger:

The West Sacramento Police Department will consider one-half (1/2) hour lunch schedules within work divisions. Supervisors will be using the following guidelines for approval:

Fire
751 Cebrin Street
916-373-5840
Fax: 916-371-5017

- Work divisions which staff public counters will not disrupt nor shorten its scheduled hours to the public.
- Work hours and lunch breaks will be established by appropriate supervisor.
- Employees in small work divisions must be cross-trained in order to ensure the provision of the full range of division services.
- One-half (1/2) hour lunch periods shall be inclusive of any travel time to and from the worksite.
- Supervisors will ensure that their respective divisions are appropriately staffed throughout the day, including the lunch period.

Public Works
951 South River Road
916-373-5850
Fax: 916-371-1516

Building
951 South River Road
916-373-5822
Fax: 916-371-1516

Parks &
Community Services
951 South River Road
916-373-5860
Fax: 916-371-1516

Sincerely,

(For)
Larry Gore
Police Chief

Development
Economic Development
Housing
902 Jefferson Boulevard
Suite D
916-373-5843
Fax: 916-373-5848

Community Development
Code Enforcement /bau/07099602
951 South River Road

Index

A	
Agency Shop	3
Financial Reports	5
Implementation	3
Newly Represented Employees	6
Payroll Deductions	5
Religious or Personal Exemption	4
Suspension of Agency Fees	5
Appointing Authority	1
Association	
Bulletin Boards	6
Communications	6
Meetings	6
Association Rights	3
B	
Bereavement Leave	45
C	
Call Back	19
CalPERS	<i>See Retirement</i>
Canine Officer	<i>See K-9 Officer</i>
Civilian Employee	2
Court Time	21
D	
Definitions	1
Appointing Authority	1
Civilian Employee	2
Days	2
Employee	2
Regular Hours	2
Sworn Employee	2
Disciplinary Procedure	51
Actions	52
Arbitrator Selection	59
Definitions	51
Employee Representation	51
Exclusive	53
Hearing	52, 58
Non-Disciplinary Corrective Actions	53
Notice	52, 54
Probationary Employee	59
Purpose	51
Response Meeting	52, 55
Time Limits	52
Written Reprimands	53
E	
Educational Allowance	27
Civilian	28
Employee	2
Evaluation	
Performance	33
F	
Family and Medical Leave	42
Field Training Officer	<i>See FTO</i>
FMLA	<i>See Leaves, Family and Medical</i>
FTO	25
Compensation	25
G	
General Provisions	1, 60
Parties	1
Recognition	1
Grievance	46

Arbitration Costs	50	Holidays, Compensation for Work	40
Automatic Advances	50	Holidays, Employees Eligible.....	40
Definition of	46	Holidays, Floating	39
Formal	47	Maternity/Paternity	41
Formal, Level I	47	Sick	34
Formal, Level II	47	Vacation	36
Formal, Level III	47	Vacation Scheduling	37
Formal, Level IV.....	48	Vacation, Pay Upon Termination	38
Formal, Level V	48	Light Duty	32
Informal	46	Light/Limited Duty	32
Procedure	46		
Purpose	46	M	
Time Limits	50	Management Rights	7
		Maternity Leave	41
H		Meal Allowance	11
Health and Related	30		
Holidays	38	N	
Compensation for Work	40	Non-Disciplinary Corrective Actions	53
Employees Eligible	40		
Floating	39	O	
Hours	10	On Call	20
Rest Periods	10	Overtime	18
Shift Exchange	10	Compensation for.....	18
Standard Work Day	10		
Hours and Work Schedule	10	P	
		Paternity Leave	41
K		Probation	32
K-9 Officer	23	Civilian	32
Compensation	23	Police Officers	32
		Promotion	32
L		Provisions	
Leaves		General	60
Breavement	45		
Family and Medical	42	R	
Holidays	38	Records Trainer	25

Compensation	25
Release Time	6
Use of	6
Rest Periods	10
Retirement	28
Medical After	31
Rights	
Association	3
Management	7

S

Safety Equipment	
Civilian	27
Salary	11
Seniority	2
Sick Leave	34
Signatures	63
Standard Work Day	10
State Disability	36
Sworn Employee	2

T

Term of Agreement	62
Training	45

U

Uniform Allowance	26
--------------------------------	----

V

Vacation	36
Full-Time Employees	36
Pay Upon Termination	38
Scheduling	37

W

Wages	11
Base Pay	11
Call Back	19
Court Time	21
Educational Allowance	27
FTO	25
K-9 Officer	23
On Call	20
Overtime	18
Records Trainer	25
Shift Differential	23
Uniform Allowance	26
Worker's Compensation	36