

City of Pinole

MEMORANDUM OF UNDERSTANDING



P Between the City of Pinole and the
Pinole Police Employees Association **E**

July 1, 2013 to June 30, 2017

**PINOLE POLICE EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

Table of Contents

RESOLUTION

ARTICLE 1. RECITALS..... 1

ARTICLE 2. MANAGEMENT RIGHTS 1

ARTICLE 3. ASSOCIATION ACTIVITIES 2

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

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

 3.03 Notice to Supervisors..... 3

 3.04 Release Time for General Membership Meetings 3

 3.05 Emergency General Membership Meetings 3

 3.06 Association Activities 4

 3.07 Elected Board Time Off 4

ARTICLE 4. SALARIES..... 5

 4.01 Salary Adjustments..... 5

 4.02 Longevity Pay 5

 4.03 Unpaid Work Furlough – Sworn 5

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

 5.01 Detective 5

 5.02 Canine Duty 6

 5.03 Motorcycle Traffic Patrol 6

 5.04 Administrative Sergeant..... 6

 5.05 School Resource Officer..... 6

 5.06 Crime Prevention 6

 5.07 Corporal 6

ARTICLE 6. MEDICAL INSURANCE 7

 6.01 Medical Insurance Program..... 7

 6.02 Retiree Medical Benefits..... 7

 6.03 Medical In-Lieu 9

ARTICLE 7. DENTAL 10

 7.01 Dental Plan 10

 7.02 Orthodontic Plan 10

ARTICLE 8. OTHER INSURANCE	11
8.01 Life Insurance	11
8.02 Vision Care	11
8.03 Long Term Disability	11
 ARTICLE 9. RETIREMENT SYSTEM.....	 11
 ARTICLE 10. OVERTIME	 14
10.01 Definition of Overtime	14
10.02 Overtime Rate.....	14
10.03 Compensatory Time Off.....	14
10.04 Accrued Compensatory Time	14
 ARTICLE 11. SHIFT DIFFERENTIAL PAY	 15
11.01 Eligibility and Amount of Shift Differential Pay.....	15
11.02 Exemptions to Shift Differential Pay	15
11.03 Shift Differential and Overtime.....	15
 ARTICLE 12. CALL BACK PAY.....	 16
12.01 Definition of Call Back Pay for Sworn	16
12.02 Definition of Call Back Pay for Non-Sworn.....	16
12.03 Call Back Pay During Meetings and/or Training.....	16
 ARTICLE 13. OFF DUTY COURT PAY	 16
13.01 Definition of Off Duty Court Pay	16
13.02 Requirement for “Call In” to Police Hot Line	17
 ARTICLE 14. SICK LEAVE	 17
14.01 Definition of Sick Leave	17
14.02 Sick Leave Accrual Rate.....	17
14.03 Extenuating Circumstances for Use of Sick Leave.....	17
14.04 Becoming Sick While On Duty.....	17
14.05 Sick Leave Incentive	18
14.06 Other Provisions	18
 ARTICLE 15. VACATION	 18
15.01 Vacation Accrual Rate	18
15.02 Vacation Buy Back.....	18
 ARTICLE 16. HOLIDAYS	 19
16.01 Holiday Pay -Sworn	19
16.02 Floating Holiday-Sworn.....	19
16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn	19
16.04 Holiday Accrual Rate Non-Sworn Employees	19
16.05 No Compensatory Time In Lieu of a Paid Holiday Non-Sworn Employees	20
16.06 Pay for Actual Holidays Worked-Dispatchers.....	20
16.07 Holiday Pay Waiver In-Lieu of Work Furlough – Dispatchers	20

ARTICLE 17. CLOTHING ALLOWANCE	20
17.01 Amount of Clothing Allowance-Sworn	20
17.02 Amount of Clothing Allowance Non-Sworn Employees.....	21
17.03 One Time Uniform Start Up for New Officers and Dispatchers	21
17.05 Withholding Payment of Uniform Allowance.....	21
17.06 Other Provisions	21
ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE	21
18.01 Types of Safety Equipment Required-Sworn	21
18.02 Safety and Repair of Safety Equipment	22
18.03 Amount of Safety Equipment Allowance	22
18.04 Payment of Safety Equipment Allowance.....	22
18.05 Body Armor.....	22
18.06 Issuance of City Owned Safety Equipment	22
18.07 Other Provisions	22
ARTICLE 19. OUT OF CLASS PAY	23
19.01 Out of Class Pay.....	23
ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER	23
20.01 Designation of a Sworn Officer as a Field Training Officer	23
20.02 Payment for Designation as a Field Training Officer	23
20.03 Designation of a Dispatcher as a Trainer	23
20.04 Payment for Being Designated as a Dispatcher Trainer	23
ARTICLE 21. FEMALE DISPATCHERS ASSISTING WITH BOOKING AND ACTING AS WITNESS FOR FEMALE PRISONERS, DETAINEES OR VICTIMS	24
21.01 Female Dispatcher Assisting with Booking and Acting as Witness for Female Prisoners, Detainees, and Victims.....	24
21.02 Incident Defined.....	24
ARTICLE 22. MEAL ALLOWANCE	24
22.01 Amount of Meal Allowance	24
ARTICLE 23. EDUCATION INCENTIVE PROGRAMS	24
23.01 Amount of Educational Degree Pay	24
23.02 Maximum Amount Provided.....	25
23.03 Education Incentive Pay	25
ARTICLE 24. TRAINING	25
24.01 Reimbursement of Training Costs	25
24.02 Training Day Hours-Out of Town.....	25
ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT	26
25.01 Background Procedures	26

ARTICLE 26. PROBATIONARY PERIOD 26
26.01 Probationary Period-Sworn Officer 26
26.02 Probationary Period Non-Sworn 26

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT 26
27.01 Retreat to Lower Class 26

ARTICLE 28. BEREAVEMENT LEAVE 27
28.01 Bereavement Leave 27

ARTICLE 29. GRIEVANCE PROCEDURE..... 27
29.01 Grievance Defined 27
29.02 Reflection for Use of Procedure 27
29.03 Grievance Procedure Defined 27
29.04 Grievance Process 28
29.05 Grievance Procedure 28
29.06 Employee Appeals Board 29
29.07 Employee Appeals Board Recommendation to City Manager 30

ARTICLE 30. SCOPE AND SEVERABILITY 30

ARTICLE 31. TERM OF THE MOU 30

ATTACHMENT A SALARY SCHEDULE

ARTICLE 1. RECITALS

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

- Sergeant
- Police Officer
- Dispatcher
- Lead Dispatcher
- Community Safety Specialist

ARTICLE 2. MANAGEMENT RIGHTS

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

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

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

ARTICLE 3. ASSOCIATION ACTIVITIES

3.01 Association Representatives/Stewards Defined

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

3.02 Time Off for “Meet and Confer”

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

3.03 Notice to Supervisors

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

3.04 Release Time for General Membership Meetings

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

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

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

3.05 Emergency General Membership Meetings

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

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

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

3.06 Association Activities

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

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

3.07 Elected Board Time Off

The City will maintain a Release Time Bank for use by Association Board members to conduct and/or attend essential Union activities, including but not limited to conventions, professional association meetings, training classes and symposia, and excluding political activity. The Association President or his/her designee shall have sole discretion as to the use of the time bank.

Prior to July 1 each year the Association will provide the Finance Director with a list of time donated by Association members to be credited to the PPEA Release Time Bank, to a maximum of eighty (80) hours per fiscal year. The list shall be accompanied by voluntary donation forms completed by the donating members, indicating the amount of time to be donated, and from which leave bank. Time banks available for donations by Association members are limited to accrued vacation and compensatory time banks. Any hours remaining in the PPEA Release Time Bank at the end of the fiscal year will remain in the bank. Only July 1st of each year the PPEA will be allowed to add additional donated time to bring the bank up to eighty (80) hours; any time left in the bank at the end of the fiscal year would not be lost, but would carry over to the next fiscal year.

Requests to use accrued time from the PPEA Release Time Bank shall be made to the affected Division Commander as soon as possible, but no later than twenty-four (24) hours in advance of the proposed use. The Division Commander will deny any requests that cause overtime to be generated. The PPEA may appeal the decision of a Division Commander to the Chief of Police who may authorize the utilization of overtime on a non-precedent setting case-by-case basis. The Chief shall have the final determination on authorizing any absences, based on operational needs.

ARTICLE 4. SALARIES

4.01 Salary Adjustments

Effective July 1, 2014, Employees shall receive a one-time 2.5% lump sum payment of the employee's base salary as of July 1, 2014, minus any applicable taxes and deduction:

Effective July 1, 2015, Employees shall receive a one-time 2.5% lump sum payment of the employee's base salary as of July 1, 2014, minus any applicable taxes and deduction:

Effective July 1, 2016 a wage adjustment of 2.5% shall be provided to the classifications represented by the Association.

4.02 Longevity Pay

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

4.03 Unpaid Work Furlough – Sworn

Each sworn employee shall take twelve (12) eight (8) hour days (ninety-six [96] hours) of mandatory unpaid work furlough prior to December 31, 2011. The salary impact (reduction) of these furlough hours will be equally distributed across the pay periods between execution of this Agreement and June 30, 2011. All furlough time off must be scheduled in advance and shall be granted only upon approval of the supervisor and/or Chief. Furlough time off will not be allowed if it creates a need to backfill a shift on an overtime basis.

ARTICLE 5. SPECIALTY INCENTIVE PAYS

5.01 Detective

Officers and/or Sergeants assigned to the position of Detective shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay. With the approval of the Chief, an employee may agree to reduce his/her premium pay to three percent (3%) and receive a City take home vehicle in lieu of the additional two percent (2%). Authorization for the take home vehicle may be rescinded at any time by the Chief, and the Detective pay shall return to the full five percent (5%).

5.02 Canine Duty

Based upon consultation with the canine handlers represented by the Association, the parties estimate that handlers spend up to four (4) hours per week caring for the animals in addition to their regularly scheduled shifts. Officers and/or Sergeants assigned a canine shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay as full compensation for canine duties. This constitutes compensation for handling of the dog both on duty and off duty. The parties agree that this provision meets Fair Labor Standards Act (FLSA) provisions.

5.03 Motorcycle Traffic Patrol

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

5.04 Administrative Sergeant

Sergeants assigned to the position of "Administrative Sergeant" shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay while performing the duties of Administrative Sergeant.

5.05 School Resource Officer

Officers assigned to the position of School Resource Officer shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay.

5.06 Crime Prevention

One Officer and one Sergeant assigned to Crime Prevention shall receive an additional three percent (3%) of the employee's regular straight-time rate of pay.

5.07 Corporal

An Officer assigned to serve as Corporal shall receive an additional five percent (5%) of the employee's regular base rate of pay while performing the duties of Corporal.

ARTICLE 6. MEDICAL INSURANCE

6.01 Medical Insurance Program

The City currently provides for the CalPERS medical insurance program. For full-time regular employees, the City shall contribute toward the employee's health premium based on employees' coverage eligibility as follows:

Rates:	(*see Footnote) 2013 Kaiser
One Party Coverage:	\$ 668.63
Two Party Coverage:	\$1,337.26
Family Coverage:	\$1,736.44

*These rates are effective following the Association and the City and notification and approval by CalPERS Health but no sooner than July 1, 2014.

Effective January 1, 2015, the City contribution towards employee health care premiums shall be increased to reflect the 2014 CalPERS Kaiser rates for one-party, two-party and family coverage. Effective January 1, 2016, the City contribution towards employee health care premiums shall be increased to reflect the 2015 CalPERS Kaiser rates for one-party, two-party and family coverage.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

6.02 Retiree Medical Benefits

During the term of this MOU the City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.
- Employees hired before July 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before July 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after July 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:

(a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject.

The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

6.03 Medical In-Lieu

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

One-party coverage = \$225

Two-party coverage = \$450

Family coverage = \$600

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be redirected. Employees will be subject to the provisions of the City's health plans in the event termination of redirected benefits and resumption of medical coverage is desired.

Part-time regular employees working at least 20 hours per week shall be entitled medical in-lieu payment for one-party, two-party or family to a pro-rated payment based on plan he/she was eligible for and selected on the percentage of hours regularly scheduled to work in relation to full-time.

ARTICLE 7. DENTAL

7.01 Dental Plan

During the term of this MOU the City agrees to provide dental coverage, with the City paying the premium for the employee plus two or more dependents for full-time regular employees. For employees selecting “employee only” coverage and those selecting “employee plus one dependent” coverage, the City’s contribution shall not exceed the lesser of the “employee only” or “employee plus one dependent” monthly rates respectively or the maximum City contribution rate. Selection of the carrier is at the discretion of the City. The selected plan shall have an 80/20 co-payment and a \$1,500 annual maximum benefit amount per person.

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

7.02 Orthodontic Plan

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

For part-time regular employees working at least 20 hours per week, the City will make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

ARTICLE 8. OTHER INSURANCE

8.01 Life Insurance

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

8.02 Vision Care

During the term of this MOU the City agrees to pay for a vision care program covering the employee and his/her eligible dependents. Selection of the carrier shall be at the discretion of the City.

8.03 Long Term Disability

During the term of this MOU the City agrees to pay the premium for the PORAC long-term disability plan.

ARTICLE 9. RETIREMENT SYSTEM

9.01 – Public Safety Plan Defined

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

- Tier I - Sworn employees hired prior to January 1, 2013 - 3% at 55 Retirement Plan with Single Highest Year Compensation Formula
- Tier II - Sworn employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).
- Military Buy Back
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the CalPERS contract amendment. In the event the City's Employer Contribution Rate to CalPERS is increased as a result of the provision of this benefit, the Association agrees to pay any initial cost and ongoing cost of the increase.

- **Service Credit for Unused Sick Leave**
Any unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit in accordance with the CalPERS contract program.

9.02 – CalPERS Employee Contribution Rate – Sworn Employees

Tier 1 - Sworn employees shall pay the full nine percent (9%) of the required CalPERS Employee Contribution Rate. Sworn employees in Tier II (PEPRA) shall pay the amount required by CalPERS.

9.03 – CalPERS Employer Contribution Rate Sharing Formula – Sworn Employees

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

- a) The City will establish a maximum baseline rate of 11.5% for the annual Employer's Contribution Rate.
- b) Should the annual Employer's Contribution Rate increase above 11.5%, the City and the Association will share equally (50/50) the difference.

9.04 – Miscellaneous Plan Non-Sworn Defined

The City agrees to provide retirement benefits through a contract with the California Public Employees Retirement System (CalPERS) for miscellaneous employees as follows:

- Tier I – Employees hired prior to January 1, 2013 - 2.5% @ 55 plan with Single Highest Year Compensation Formula
- Tier II – Employees hired January 1, 2013 or later shall be subject to the requirements of the Public Employees Pension Reform Act (PEPRA).

For Miscellaneous Employees, the contract offers the following options:

- **Military Buy Back**
The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.

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

9.05 – CalPERS Employee Contribution Rate – Non-Sworn Employees

Non-sworn employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. Non-sworn hired January 1, 2013 or later shall be subject to the requirements of PEPR.

9.06 – CalPERS Employer Contribution Rate Sharing Formula – Non-Sworn Employees

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

- a. The City will establish a maximum baseline rate of 8.509% for the annual Employer Contribution Rate.
- b. Any Employer Contribution Rate in excess of the 8.509% cap will be equally shared between the City and the Association members as follows:
 - Shared amount calculated as: Total employer contribution, minus cap of 8.509%, multiplied by 50% (equal share of contribution).

9.07 Reopener

Effective January 1, 2017 the parties agree to a reopener to discuss the impact of the PERS sharing formula.

ARTICLE 10. OVERTIME

10.01 Definition of Overtime

Overtime shall be paid to sworn personnel for hours worked in excess of 80 hours in the normal 14-day City pay period. Overtime shall be paid to non-sworn personnel for hours worked in excess of 40 hours in their designated workweek. Current City practice/policy is to include hours in paid leave status (i.e. sick leave, vacation, compensatory time off) toward employees' overtime thresholds. However, an employee may not use paid leave and earn overtime in the same work day, except when called in to work after regular work hours on a day that they have been off their entire scheduled shift on vacation or compensatory time (not sick leave).

10.02 Overtime Rate

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

10.03 Compensatory Time Off

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

10.04 Accrued Compensatory Time

At no time shall a represented employee's accrued compensatory time off balance exceed one-hundred and twenty (120) hours. In the event an employee's compensatory balance exceeds one-hundred and twenty (120) hours, the City will pay the employee for the compensatory hours in excess of one hundred and twenty (120) hours.

10.05 Compensatory Time Buyback

Employees may buyback all or a portion of their compensatory time leave balance. Buybacks must be in full hour increments. Requests for buyback must be submitted on the Request for Compensatory Time Buyback form and signed by the supervisor.

10.06 Daylight Savings Time – Compensatory Time

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings Time ends (the first Sunday in November) shall accrue one and one-half hour of compensatory time.

Sworn and non-sworn employees working the “night team” shift from 7 p.m. to 7 a.m. when Daylight Savings time begins (the second Sunday in March) shall use one hour of compensatory time from their accrual bank. If an employee does not have compensatory time available, they will be charged one hour of vacation time from their accrual bank.

ARTICLE 11. SHIFT DIFFERENTIAL PAY

11.01 Eligibility and Amount of Shift Differential Pay

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

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

Shift Differential shall only be paid for hours actually worked.

11.02 Exemptions to Shift Differential Pay

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

11.03 Shift Differential and Overtime

The shift differential premium rate (5% of base salary) is only paid when a Sergeant, Officer, or Dispatcher is regularly assigned to the “night team” shift of 7:00 p.m. – 7:00 a.m.

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

ARTICLE 12. CALL BACK PAY

12.01 Definition of Call Back Pay for Sworn

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

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

12.02 Definition of Call Back Pay for Non-Sworn

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

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

12.03 Call Back Pay During Meetings and/or Training

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

ARTICLE 13. OFF DUTY COURT PAY

13.01 Definition of Off Duty Court Pay

Any represented employee appearing as a witness in court during off-duty hours and arising out of his or her employment by the City shall receive a minimum of four (4) hours of overtime pay unless the employee's regular or overtime shift is scheduled to start within less than four hours of the scheduled court appearance, in which case the employee shall receive overtime in the lesser amount. Should the scheduled court appearance time be contiguous to the employee's regular

shift or overtime shift, overtime shall be paid only for the time required for the court appearance, beyond the employee's scheduled shift.

For example, if an employee is subpoenaed to court at 1700 hours, and their scheduled shift begins at 1900 hours, the employee would receive two hours of Off-Duty Court Pay.

Off Duty Court time begins at the time the employee reports to the Police Department to gather evidence required for the court appearance, or to the court, whichever happens first.

13.02 Requirement for "Call In" to Police Hot Line

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

ARTICLE 14. SICK LEAVE

14.01 Definition of Sick Leave

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

14.02 Sick Leave Accrual Rate

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

14.03 Extenuating Circumstances for Use of Sick Leave

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

14.04 Becoming Sick While On Duty

In the event an employee becomes ill while on duty, the employee must first obtain permission to leave work from his or her supervisor after having provided

to the supervisor an indication of the specific conditions in laymen's terms necessitating his or her leaving work.

14.05 Sick Leave Incentive

Association members who do not use any sick leave for six consecutive months within a calendar year (January – June; July – December) shall receive an additional four (4) hours of accrued vacation leave. No employee may accrue more than one additional eight (8) hour day of vacation in any calendar year.

14.06 Other Provisions

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

ARTICLE 15. VACATION

15.01 Vacation Accrual Rate

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

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

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

Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

15.02 Vacation Buy Back

An employee with two (2) years minimum service has the option to buy back up to a maximum of 80 hours of vacation in a calendar year in increments of eight (8) hours provided said employee has at least a minimum of 160 accumulated vacation hours and has used a minimum of 36 hours of vacation during the twelve (12) months prior to the date of request.

ARTICLE 16. HOLIDAYS

16.01 Holiday Pay -Sworn

The City shall compensate sworn employees for eleven (11) holidays as follows: 11 holidays at 8 hours each, times 1.3, totaling 114.40 hours of holiday pay. Employees are compensated for 57.2 hours, paid at the employee’s straight time hourly rate, twice a year – in June and December. Newly hired sworn employees will receive their first holiday payment on a pro-rated basis; the number of holidays will be based upon their first day on the City payroll. Should a sworn employee resign or be terminated before the issuance of the holiday payment, the number of holidays will be prorated based upon their last day on the City’s payroll.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes.

16.02 Floating Holiday-Sworn

Each employee shall receive eleven (11) hours of floating holiday each fiscal year. Floating holiday usage is subject to approval by the Chief of Police. Floating holiday hours cannot be carried forward to the next fiscal year.

16.03 Compensatory Time In Lieu of a Floating Holiday-Sworn

At the end of each fiscal year sworn employees may convert unused floating holiday hours to their compensatory time leave bank on an hour-for-hour basis, provided that such request will not cause the maximum amount of compensatory time accrual to be exceeded. Should an employee elect to convert their floating holiday to compensatory time, the request for conversion must be received by payroll staff no later than the last pay period of the fiscal year.

16.04 Holiday Accrual Rate Non-Sworn Employees

During the term of this agreement non-sworn employees shall receive eleven 11 annual paid holidays as follows:

January 1	New Year’s Day
Third Monday in January	Martin Luther King’s Birthday
Third Monday in February	President’s Day
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day

November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

Non-sworn employees will also receive two (2) additional paid hours off. These floating holiday hours cannot be carried forward to the next fiscal year. Each holiday is based on an eight- (8) hour day or 2,080 hours in a calendar year.

Every other day appointed by the President or Governor and authorized by the City Manager or designated by the City Council for a public fast, Thanksgiving or holiday will also be considered a holiday for pay purposes

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

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

16.06 Pay for Actual Holidays Worked-Dispatchers

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

16.07 Holiday Pay Waiver In-Lieu of Work Furlough – Dispatchers

In lieu of unpaid work furlough, employees agree to waive twelve (12) days (96 hours) of holiday pay in fiscal year 2010/2011.

ARTICLE 17. CLOTHING ALLOWANCE

17.01 Amount of Clothing Allowance-Sworn

During the term of this MOU the City shall provide an annual clothing allowance of \$1,000 for the purchase and maintenance of uniforms and accessories for sworn officers. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.02 Amount of Clothing Allowance Non-Sworn Employees

During the term of this MOU the City shall provide an annual clothing allowance of \$750 for the purchase and maintenance of uniforms and accessories to each non-sworn represented employee. The City will pay this allowance in two equal payments, one in June and one in December of each year.

17.03 One Time Uniform Start Up for New Officers and Dispatchers

The City will provide an initial one-time payment equal to the amount of the annual uniform allowance of that classification to begin the purchase of their initial uniform. In addition, sworn employees will receive a one-time payment of \$250 toward the purchase of a Class A jacket. This will be paid in a flat amount on the first payroll after the employee's date of hire.

17.05 Withholding Payment of Uniform Allowance

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

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

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

17.06 Other Provisions

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

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

ARTICLE 18. SAFETY EQUIPMENT AND ALLOWANCE

18.01 Types of Safety Equipment Required-Sworn

All sworn officers are required to purchase, maintain and replace the following items of safety equipment: weapon, holster, duty belt, handcuffs, handcuff case,

mace holder, bullet pouch with speed loaders, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

18.02 Safety and Repair of Safety Equipment

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

18.03 Amount of Safety Equipment Allowance

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

18.04 Payment of Safety Equipment Allowance

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

18.05 Body Armor

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

18.06 Issuance of City Owned Safety Equipment

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

18.07 Other Provisions

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

ARTICLE 19. OUT OF CLASS PAY

19.01 Out of Class Pay

In the event a Sergeant or Corporal is not on duty, the Police Chief or his/her designee may assign an Officer to serve in a limited supervisory capacity. Officers shall receive Out-of-Class Pay for these assigned shifts, equal to five percent (5%) of their regular base rate of pay.

ARTICLE 20. FIELD TRAINING OFFICER / DISPATCHER TRAINER

20.01 Designation of a Sworn Officer as a Field Training Officer

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

20.02 Payment for Designation as a Field Training Officer

A five percent (5%) salary increase will be paid to an Officer while providing training to a new officer. Designation of training Officers and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

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

20.03 Designation of a Dispatcher as a Trainer

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

20.04 Payment for Being Designated as a Dispatcher Trainer

A five percent (5)% salary increase will be paid to a Dispatcher while providing training to a new Dispatcher. Designation of Training Dispatchers, and removal from or rotation out of this assignment, shall be at the sole discretion of the Police Chief or his/her designee.

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

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

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

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

21.02 Incident Defined

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

ARTICLE 22. MEAL ALLOWANCE

22.01 Amount of Meal Allowance

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

ARTICLE 23. EDUCATION INCENTIVE PROGRAMS

23.01 Amount of Educational Degree Pay

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

- AA Degree or Intermediate POST Certificate \$125 per month
- BA Degree or Advanced POST Certificate \$225 per month

This Educational Degree Pay shall only be paid to employees holding a certification or degree beyond that which is required for their classification, as outlined in the job description.

23.02 Maximum Amount Provided

The maximum education incentive for which an employee is eligible is \$225 per month. To be eligible, an employee must possess and provide verification of said qualifications to the City.

23.03 Education Incentive Pay

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

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

ARTICLE 24. TRAINING

24.01 Reimbursement of Training Costs

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

24.02 Training Day Hours-Out of Town

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

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

ARTICLE 25. BACKGROUND REQUIREMENTS FOR PROMOTIONS WITHIN THE POLICE DEPARTMENT

25.01 Background Procedures

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

ARTICLE 26. PROBATIONARY PERIOD

26.01 Probationary Period-Sworn Officer

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

26.02 Probationary Period Non-Sworn

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

ARTICLE 27. RETREAT TO LOWER CLASS – SERGEANT AND LIEUTENANT

27.01 Retreat to Lower Class

Upon layoff or request by the employee or the City, regular status Sergeants and Lieutenants have the right to retreat to a lower sworn class previously held in the Pinole Police Department. In order to retreat to a lower class, there must be an open position available in the retreat class, or the employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director. If the retreat request is due to a layoff, the written displacement request must be provided to the HR Director within seven (7) days of receipt of notice of layoff. The Chief and the City Manager must approve any displacement request. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of this section, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time service.

ARTICLE 28. BEREAVEMENT LEAVE

28.01 Bereavement Leave

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Chief of Police, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Chief of Police prior to the time set to begin his/her next shift.

For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

ARTICLE 29. GRIEVANCE PROCEDURE

29.01 Grievance Defined

A grievance is an unresolved complaint or dispute regarding the (mis)application or (mis)interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions. Disciplinary matters are not grievable.

29.02 Reflection for Use of Procedure

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Command Staff, or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

29.03 Grievance Procedure Defined

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.

- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

29.04 Grievance Process

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, an attorney or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his/her representative, if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step 1 of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

29.05 Grievance Procedure

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level. Any decision rendered will be consistent with the authority vested with the decision maker.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to the Chief and the Personnel Manager within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Chief shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the Chief's decision to the City Manager in writing within ten (10) calendar days of the receipt of the Chief's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

29.06 Employee Appeals Board.

If the aggrieved employee elects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Association; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report

and recommendations shall be submitted to the City Manager and the aggrieved employee.

29.07 Employee Appeals Board Recommendation to City Manager

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report. The decision of the City Manager is final and binding.

ARTICLE 30. SCOPE AND SEVERABILITY

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

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

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

ARTICLE 31. TERM OF THE MOU

This agreement shall be in full force and effect from July 1, 2013 through June 30, 2017.

The parties shall begin meeting to negotiate a successor agreement no later than November 1, 2016.

For the City of Pinole:

Belinda B. Espinosa
Belinda B. Espinosa, City Manager

8-14-14
Date

For the Pinole Police Employees Association:

John R. Engle
John Engle, President

08/14/2014
Date

Matt Avery
Matt Avery

7/14/14
Date

Brian Duggan
Brian Duggan

8-12-14
Date

Bud Stone
Bud Stone, Business Agent

Date