

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES'
ASSOCIATION



July 1, 2007 to June 30, 2011

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the City of El Cerrito, State of California, which hereinafter shall be referred to as "City", and the El Cerrito Police Employees' Association, which hereinafter shall be referred to as "Association." The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions and employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2007 to June 30, 2011, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected members of the Police Association.

CITY OF EL CERRITO

**EL CERRITO POLICE EMPLOYEES'
ASSOCIATION**

Sandra Chapek,
Employee Services Manager

Paul Keith,
President, El Cerrito Police Employees' Association

Date: _____

Date: _____

Michael Regan,
Police Commander

Peter Statton,
El Cerrito Police Employees' Assoc.

Date: _____

Date: _____

Scott Hanin,
City Manager

Stephen Bonini,
El Cerrito Police Employees' Assoc.

Date: _____

Date: _____

Glenn Berkheimer,
Negotiator

Bud Stone,
Rains, Lucia, & Wilkinson, LLP

Date: _____

Date: _____

**THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
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ARTICLE I

PREAMBLE

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the "City", and the El Cerrito Police Employees' Association, hereinafter referred to as the "Association."

ARTICLE II

NONDISCRIMINATION AND AFFIRMATIVE ACTION

This agreement applies equally to all members of the bargaining unit regardless of race, color, national origin, sex, age, creed, physical or mental impairment, sexual preference, marital status or political affiliation.

The Association and the City will not discriminate in employment relations against any employee because of sex, sexual preference, race, age, national origin, marital status, religion, disability or political affiliation unless based upon a bona fide occupational qualification. The Association and City further agree not to harass or retaliate against any employee on any of the prohibited bases specified above. The Association and the City equally share the responsibility for upholding this provision of the agreement.

ARTICLE III

TERM AND SCOPE OF AGREEMENT

3.1 DURATION OF THIS MEMORANDUM

The recommendations set forth in the Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged or otherwise presented by the Association or the City for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The term of this agreement shall be from July 1, 2007 to June 30, 2011.

3.2 EXTENSION OF AGREEMENT

In the event that the City and Association fail to secure a successor agreement prior to the expiration date of this Memorandum of Understanding, the parties may agree mutually in writing to extend the term of this agreement for any period of time.

3.3 MAINTENANCE OF BENEFITS

All rights, privileges and terms and conditions of employment in full force and effect through the duration of the previous Memorandum of Understanding and not in conflict herewith shall become a part hereby and remain thereby until mutually modified by the parties hereto.

3.4 PROCEDURE FOR MEET AND CONFER; MEET AND CONFER IN GOOD FAITH; SCOPE

The City, through its representatives, shall meet and confer in good faith with representatives of the Association regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment.

ARTICLE IV

THE ASSOCIATION

4.1 ASSOCIATION RECOGNITION

A. Full-time Employees

The City recognizes the Association as the majority representative of the full-time sworn and non-sworn employees of the El Cerrito Police Department, excluding the classifications of chief and commanders of police. The category of sworn police personnel represented by the Association includes the classifications of sergeant, corporal and police officer. All other full-time police personnel represented by the Association are considered non-sworn.

B. Part-time Employees

The City recognizes the Association as the majority representative of the following part-time employees of the El Cerrito Police Department. The category of part-time non-sworn police personnel represented by the Association includes the classifications of Assistant Police Clerk, and Parking Enforcement Representative.

C. Part-time Employee Without Benefits

The City recognizes the Association as the majority representative of the following part-time employees of the El Cerrito Police Department. The category of non-benefited part-time non-sworn police personnel represented by the Department is limited to the following classification:

- Crossing Guard and Cadet

4.2 DUES DEDUCTION

The City shall deduct, in a single payroll deduction made once each month, the amount of Association dues or fees as specified by the Association and authorized by each affected

employee in accordance with rules and regulations to implement the employer-employee relations ordinance. Said deductions are to be made without fee charged to the Association. The Association agrees to hold the City harmless from any liability arising from such deduction.

4.3 BULLETIN BOARD

The City agrees to provide a bulletin board for the exclusive use of the Association.

4.4 ASSOCIATION MEETINGS

Attendance at Association meetings shall be on an off-duty basis except for those officers whose presence is necessary to conduct such meetings.

4.5 ASSOCIATION AND REPRESENTED EMPLOYEE RIGHTS INCLUDE

- A. The Association's right to represent its members before the City Council or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation.
- B. The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto, relating to matters within the scope of representation.
- C. Reasonable access to employee work locations for officers of the Association and the officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- D. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State law and City policies, rules and regulations.
- E. The right to seek redress of grievances through the City's "Complaint and Grievance Procedure," is contained in Chapter 12 of the City's "Personnel Rules and Regulations." Either a represented employee, a group of employees or the Association on behalf of its members may file a grievance under the terms of this procedure. The procedure is incorporated by reference to be a part of this Agreement.

4.6 TIME OFF

Upon approval by the Chief of Police, reasonable time off may be granted to Association board members to attend training seminars and schools which may be of benefit to the Association membership and the Police Department. Compensation for attendance at such seminars and schools shall be drawn upon the individual employee's accumulated time. A request to attend such seminars and schools shall be made at least six weeks in advance of the date of any such session.

4.7 STRIKES AND LOCKOUTS

For the term of this Agreement, the Association and its members agree that they shall not call or engage in any strike, slowdown, suspension or stoppage of work activity or sanction any such conduct by unit employees, and the City agrees that it shall not cause or engage in any lockout of Association members.

ARTICLE V

MANAGEMENT

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

The City maintains the right to use qualified volunteers or reserves in the Police Department service, provided such use does not adversely affect wages, hours and other terms and conditions of employment. Use of said individuals shall be in accordance with State law and Police Department regulations.

Nothing contained within this article is intended, in any way, to supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE VI

ASSOCIATION/MANAGEMENT ADVISORY TEAM (AMAT)

6.1 FORMATION

The parties agree to form an Association-Management Advisory Team (AMAT) to meet to review and develop policies and procedures concerning Police Department matters which may be referred to the AMAT by the City, the Department or the Association.

6.2 COMPOSITION AND MEETING SCHEDULE

The work of the AMAT is to be carried out on a continuing basis. The AMAT shall:

- A. Be composed of six members. The Association shall appoint three members and the City shall appoint three members. At the request of either the City or the Association, the Employee Services Manager shall participate in and attend any AMAT meeting.
- B. Meetings will be scheduled as necessary to discuss and review policies and procedures concerning departmental matters.
- C. Special meetings may be called as necessary.

6.3 UTILIZATION

AMAT is not a decision-making body and its recommendations are not binding, nor does AMAT replace other existing processes such as the grievance procedure or collective bargaining.

- A. The AMAT may advise management in matters of departmental operations and management.
- B. The AMAT may develop processes to ensure involvement and participation of appropriate departmental personnel.
- C. The AMAT may be utilized to coordinate and refine agreements reached by both the City and Police Association during the meet and confer process.
- D. The AMAT may review grievances if specifically requested by the Chief of Police or the Association President.

6.4 REPORTING

Minutes of each AMAT meeting will be prepared and copied to the participants by one of the Association representatives on the Committee. Only issues that are mutually agreed to shall be reported out of the AMAT.

ARTICLE VII

BENEFITS PLAN

7.1 FLEXIBLE BENEFITS PLAN

The City has a Flexible Benefits Plan which is consistent with Section 125 of the Internal Revenue Code. The plan is known as "Citiflex." For the duration of this agreement, the plan provides the following:

- A. With the exception of those employees who choose the "no medical plan" option, the City will contribute an amount equivalent to the lowest medical plan (Kaiser) rate according to dependent status regardless of which medical plan is chosen.

“According to dependent status” means that if an employee is single the employee shall receive the equivalent to the lowest medical plan (Kaiser) single premium in employee’s flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest medical plan (Kaiser) two-party premium in employee’s flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest medical plan (Kaiser) family premium in employee’s flexible spending account.

- B. Employees may select one of the following medical plans within their individual Flexible Benefits Plan:
- HMO Kaiser
 - HMO
 - PPO
- C. In the event that the employee selects a medical plan which exceeds the City’s premium contribution, the employee is responsible to pay the difference through payroll deduction.
- D. In the event that an employee has alternate comprehensive group medical coverage through a spouse’s medical plan or some other group medical plan, the employee may select a “no medical plan” option. (Proof of alternate coverage is required.) In this event, the City shall contribute the equivalent to the lowest medical plan (Kaiser) single premium to their Flexible Benefit Plan and the employee may receive this amount in cash, in which case the amount is treated as taxable income, or the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.
- E. Effective July 1, 2005, the City shall amend its contracts with the City’s Health Care providers to provide for \$10.00 office visit co-pays and \$10.00 generic prescription co-pays.
- F. Employees may contribute salary up to a total of \$10,000 on a pretax basis in order to purchase the following benefits:
- Medical Premiums, Co-Payments, and Deductibles;
 - Dental Premiums, Co-Payments, and Deductibles;
 - Un-reimbursed Medical & Dental Expenses; and
 - Dependent Care (\$5,000 maximum by law).

Rules governing the allocation and distribution of such funds shall conform to applicable sections of State and Federal tax codes and the City of El Cerrito’s Flexible Benefits Plan.

- G. The health benefit programs recognize the participation of domestic partners of eligible employees. Please refer to the City's Citiflex document for details.
- H. During the term of the contract, the City may establish a City-wide task force for the purpose of exploring alternate health plans, including PERS Health, for both active and retired employees. The City or the Association agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.
- I. Effective July 1, 2005, the City ceased providing the monetary difference between the Kaiser and Health Net HMO premiums to employees, who selected the less expensive medical plan, previously referred to as the 'cash-back' benefit.

7.2 DENTAL PLAN

Effective July 1, 1999, the City shall provide a dental plan, including orthodontic coverage, for represented employees and shall contribute the full cost of employee, employee and one dependent, or employee and two or more dependents coverage. The Association agrees that the City may convert carriers or administration of the current dental plan, so long as there is no reduction in benefits, nor cost to the employee for such coverage.

7.3 RETIREMENT HEALTH PLAN

Retirees, survivors of retirees and survivors of deceased employees, if permitted by the carrier, will be permitted to maintain the current level of health plan benefits available to employees. Retirees, survivors of retirees and survivors of deceased employees not killed in the performance of official duties may maintain such health plan benefits at their discretion and with no cost to the City.

7.4 RETIREMENT PLAN FOR SWORN POLICE PERSONNEL

Effective June 30, 2001, the retirement plan for sworn police personnel shall be the 3% at age 50 PERS Plan with credit for unused sick leave at retirement pursuant to Government Code Section 20862.8.

Due to risk pooling initiated by PERS in 2005, the Government Code Section 20840(e) required that each pool contain certain benefits:

- Section 20965 (Credit for Unused Sick Leave)
- Section 21022 (Public Service Credit for Periods of Layoffs)
- Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps: Vista Service)
- Section 21024 (Military Service Credit as Public Service)
- Section 21548 (Pre-Retirement Optional Settlement 2 Death Benefit)
- Section 21574 (1959 Survivor Benefit Fourth Level)
- Section 21620 (Retired Death Benefit)
- Section 20042 (Final Compensation 1 Year)

7.5 RETIREMENT PLAN FOR NON-SWORN

Eligible non-sworn employees are entitled to those benefits of the Public Employees' Retirement System (PERS) for local miscellaneous members under the "2.7% @ 55" formula and integrated with Social Security. The City reserves the right to modify its participation in the Social Security plan; any modification shall be subject to the meet and confer process. Effective July 1, 1994, the City will provide PERS single highest year option for all non-sworn personnel.

7.6 LIFE INSURANCE

The City shall provide a term life insurance policy for represented employees. The principal sum shall be equal to the annual salary effective the first day of the month following the City Council adoption of this Memorandum of Understanding, rounded to the nearest \$1,000. Figures will be updated monthly to reflect salary adjustments provided elsewhere in this Memorandum. The Association agrees that the City has full authority to choose carriers or administrators of this plan.

7.7 DISABILITY

The City shall provide represented employees with long-term disability coverage, single-level plan with 60-day deductible for sworn and a 30-day deductible for non-sworn personnel, and shall pay all premiums and any increases during the period of the Memorandum of Understanding.

7.8 SURVIVORS MEDICAL BENEFITS

The City shall pay 100% of the premiums for health and dental benefits described in this Memorandum for the surviving spouse and any minor children of any member of the Association who is killed or dies during the performance of official duties. Premiums will be paid at the rate of the least costly plan in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse remarries, and for dependent children of the member killed in the line of duty until such time as either (1) the children are no longer eligible for coverage pursuant to the rules of the insurance carrier, or (2) the children are covered under alternative medical coverage provided by and through the surviving spouse or the person whom he/she remarries.

7.9 BENEFIT STATUS

- A. The salary and benefits provisions contained within this Memorandum of Understanding are granted only to employees who are in a current pay status when the City Council adopts the MOU. The City shall incur no cost nor shall benefits accrue for retirees, survivors or employees in a nonpay status. Family Leave and Military Leave, however, shall be granted in accordance with the applicable provisions of State and Federal law.
- B. In the event an employee is in a nonpay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the affected employee to repay to the City the amount of any premiums paid by the City during the non pay status period if the employee's claim is denied by

the Workers' Compensation Appeals Board or withdrawn by the employee prior to a decision by the Board.

ARTICLE VIII

HOLIDAYS

8.1 HOLIDAYS

All personnel shall receive time off or compensation equal to eight hours straight time (7.5 hours for non-sworn personnel) or the equivalent compensatory time. Except that sworn personnel who actually work a ten (10) or twelve (12) hour shift, on a holiday, shall receive ten (10) or twelve (12) hours of straight time or the equivalent compensatory time. Those holidays are:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Employee's birthday
Labor Day	Two (2) Floating holidays

Time off shall be granted pursuant to Departmental procedures. The Department retains authority to determine those positions that need not be filled on a given holiday and, in lieu of compensation, to grant the holiday off.

Each floating holiday for sworn personnel is equal to eight hours straight time (7.5 hours for non-sworn personnel). Floating holidays for all personnel must be taken during the fiscal year they are received and may not be carried over and accumulated.

For non-sworn personnel only, Christmas Eve day and the afternoon of New Year's Eve, commencing at 12:00 noon, shall be considered holidays for pay purposes. In the event that Christmas Eve and New Year Eve fall on a Saturday or Sunday, the preceding Friday shall be considered holidays for pay purposes.

8.2 ELIGIBILITY

Regular employees must be in a pay status on the workday preceding the holiday to be eligible to be compensated for the holiday. An employee on leave of absence without pay shall not receive any compensation for holidays occurring during that leave.

8.3 HOLIDAY PAY

Holiday pay shall be calculated at the base or straight-time rate as defined in Article XIII of this Memorandum.

ARTICLE IX

SICK LEAVE

9.1 ACCRUAL RATE

All personnel shall accrue sick leave at the rate of ten hours for each calendar month that the employee has worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

9.2 MAXIMUM ACCRUAL

There is no maximum accrual for sworn or non-sworn employees.

9.3 USE

An employee's absence due to illness shall be charged against his or her accrued sick leave on an hour-for-hour basis.

9.4 SICK LEAVE CREDIT UPON RETIREMENT

The City has contracted with PERS to provide the Service Credit for Unused Sick Leave Option. Sworn and non-sworn PERS members, whose effective retirement date is within four months of separation from employment with the City, shall be credited upon retirement with .004 year of service credit for each unused day of sick leave (i.e., 250 days of sick leave equals one additional year of service credit). The City must report those days of unused sick leave that were accrued during the normal course of employment. Additional days of unused sick leave reported for the purpose of increasing the member's retirement are prohibited by PERS.

9.5 ACCRUED SICK LEAVE AS LIFE INSURANCE

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary. Payment under this section is limited to 2,080 hours for sworn employees and 1,720 hours for non-sworn employees.

9.6 4850

Regular full-time sworn employees are eligible for benefits (salary continuance) under Labor Code Section 4850. Permanent non-sworn employees injured while searching or booking persons under arrest or detention, upon approval of the Chief of Police, shall be eligible for similar benefits.

Permanent non-sworn employees injured on the job under all other circumstances shall have their pay continued in the amount of their monthly salary for up to ninety (90) calendar days. In no circumstance shall compensation, including workers' compensation benefits, exceed normal monthly salary.

9.7 FAMILY SICK LEAVE

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse, or parent. The City has extended this provision to include domestic partners. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See Article XI Other Absences, Section 11.2 Family Medical Leave). However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the “family sick leave” criteria. The maximum “family sick leave” allowed each calendar year that is subject to this provision is one half (1/2) of the employee’s annual accrual of sick leave. Additional family sick leave may be taken subject to initial watch commander review, departmental regulations and approval of the Chief of Police.

9.8 SICK LEAVE USE - DISABILITY RETIREMENT

The date of disability retirement for represented employees may be established or determined to be effective prior to the expiration of sick leave benefits. Sworn and non-sworn employees, upon disability retirement, are eligible for benefits under Section 9.5 above.

ARTICLE X

VACATION

10.1 ELIGIBILITY

All personnel shall be eligible for a paid vacation at current pay rate at the end of the first year of continuous service and annually thereafter.

10.2 ACCRUAL RATE

Vacation accrual for represented employees shall be as follows:

Years of Service	Sworn (Hours)	Non-Sworn (Hours)	Years of Service	Sworn (Hours)	Non-Sworn (Hours)
1	88	82.5	14	152	142.5
2	96	90.0	15	152	142.5
3	96	90.0	16	160	150.0
4	104	97.5	17	160	150.0
5	112	105.0	18	168	157.5
6	120	112.5	19	168	157.5
7	120	112.5	20	176	165.0
8	128	120.0	21	184	172.5
9	128	120.0	22	192	180.0
10	136	127.5	23	200	187.5
11	136	127.5	24	208	195.0
12	144	135.0	25	216	202.5
13	144	135.0	26	224	210.0

Years of Service	Sworn (Hours)	Non-Sworn (Hours)
27	232	217.5
28	240	225.0
29	248	232.5
30	256	240.0
31	264	247.5
32	272	255.0
33	280	262.5
34	288	270.0

10.3 BASIS FOR ACCRUAL

Vacation leave will be accrued when a regular employee is in a pay status and will be credited on a bi-weekly basis. Holidays shall not be counted during vacation, unless holiday pay is applicable.

10.4 USE OF VACATION -- WHEN TO BE TAKEN

The use of annual vacation leave and the amount to be taken at any one time shall be determined by the department head in accordance with departmental regulations and with regard for the preference of the employee and the needs of the City.

10.5 VACATION CARRY-OVER

No employee shall take more than the equivalent of their annual accrual in one calendar year, except when vacation has been deferred per Section 10.5 or upon approval of the department head.

An employee with twenty four (24) or fewer years of service may carry over no more than 208 hours of vacation to the following calendar year unless approved by department head.

An employee with more than twenty four (24) years of service may carry over a number of vacation hour's equivalents to one (1) year of the employee's maximum current accrual.

The City will establish a pilot Vacation Cash Out program. The elements of the pilot program are as follows:

Employees may annually cash out up to one half (1/2) of their accrued vacation up to a maximum of 80 hours of vacation if the following conditions are met:

1. The employee has taken a minimum of 80 hours of vacation in the last 12 months.
2. The employee must schedule and take off at least 80 hours of vacation in the next calendar year.
3. The employee must provide the City Manager with their request no later than November 1st of each year.
4. Any Vacation Cash Out will not be available for use in the proceeding year.

Cash out payments shall be made on the first payroll date in December and in the same check as Longevity Bonus payments. If the employee is not eligible for Longevity Pay, the Vacation Cash Out will be in a separate check from the employee's normal payroll check.

The City will review the impacts of the Vacation Cash Out program annually. The City will provide written notice and meet with the Association, if requested to, and discuss the City's findings prior to determining to modify or eliminate the pilot program.

10.6 VACATION AT TERMINATION

Employees leaving the municipal service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

10.7 EFFECT OF EXTENDED MILITARY LEAVE

An employee who interrupts their service because of extended military leave shall be compensated for accrued vacation at the time the military leave becomes effective.

10.8 SICK LEAVE DURING VACATION

Vacation leave may be converted to sick leave, subject to the review and approval of the department head and the City Manager, if an employee is injured or sick during their vacation for a period in excess of twenty-four hours.

10.9 TRANSFER OF VACATION TIME TO BEREAVEMENT LEAVE

Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of a represented employee occurs during that employee's vacation leave period.

ARTICLE XI

OTHER ABSENCE

11.1 BEREAVEMENT LEAVE

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three consecutive days when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death.

Additional time may be granted and charged as sick leave when, in the opinion of the department head, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the department head shall make the decision as to qualification for bereavement leave.

11.2 FAMILY AND MEDICAL LEAVE

A. Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

Employees covered under this Memorandum of Understanding may take up to one half (1/2) of the annual accrual of accrued sick leave as family sick leave per calendar year, in accordance with Article 9.8.

- B. Pregnant employees may continue working during pregnancy if the employee's doctor certifies in writing that the employee is capable of continuing employment without danger to the employee or the unborn child. The City will provide a description of physical requirements of the job.
- C. To the extent permitted by existing law, employees who are on probation during a period of extended pregnancy and/or family and medical leave, shall have the probationary period extended for the period of time that the employee was off on such leave.

ARTICLE XII

WORK SCHEDULE

12.1 RECOGNIZED WORK CYCLE

A. The City recognizes a 14-day work cycle of 80 hours for all sworn personnel. Said 14-day work cycle includes lineup time, mealtime, and all other time incidental to a normal shift.

- B. The City recognizes a 7-day work cycle of thirty-seven and one-half hour for non-sworn personnel. Said work cycle excludes mealtime. The exception is the full-time Parking Enforcement Officer who is assigned a 40 hour work week.

12.2 EXCEPTION TO BASIC WORK CYCLE

Upon request of the department head, the City Manager hereby is authorized to designate other working hours for employees when, in the City Manager's opinion, the best interests of the City may be served by adjustment of the basic work cycle.

12.3 AMENDMENTS

This section and article shall be amended as necessary upon implementation of any change in the work cycle. City and Association representatives shall meet and confer on any additions or amendments to this article or any other article necessitated by such change.

12.4 DAYS OFF

- A. The Police Department recognizes that a normal days-off period should approximate eighty four consecutive hours and shall attempt to schedule days off consistent with that period.
- B. If a days-off period is less than sixty-four hours, the employee shall receive two hours pay in addition to any pay for normal or overtime work during the days-off period.
- C. Any employee whose day-off is canceled due to an emergency, as defined in Subsection E, shall not receive benefits under Subsection B.
- D. Nothing in this section shall prevent an employee from voluntarily requesting work during their days-off period at the normal or overtime rate, or accepting a shift change. Benefits under Subsection B shall not be made pursuant to a request as defined in this section.
- E. An emergency shall be defined as a condition involving the public safety which requires additional sworn personnel to report for duty to supplement the regularly scheduled number of sworn personnel on a shift.
- F. This section does not apply to probationary sworn personnel while assigned to the field training program.

12.5 EXCESS TIME OFF DURING WORK CYCLE

During each work cycle, the Department shall schedule each officer to work one eight-hour shift, which shall begin either four hours later than the normal start time or end four hours earlier than the officer's normal twelve-hour shift. Time worked beyond that

scheduled eight-hour shift shall be compensated in accordance with existing overtime policies.

ARTICLE XIII

COMPENSATION

13.1 BASE MONTHLY SALARIES

A salary schedule will be added by addendum when final computations are approved by the City Employee Services Manager.

Effective the first day of the first full pay period in July 2007, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.

Effective the first day of the first full pay period in January 2008, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.

Effective the first day of the first full pay period in July 2008, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.

Effective the first day of the first full pay period in January 2009, the base monthly salary ranges will be increased by the results of the survey conducted by the City in accordance with salary survey side letter for all represented sworn and non-sworn classifications.

Effective the first day of the first full pay period in January 2010, the base monthly salary ranges will be increased by 2.0% for all represented sworn and non-sworn classifications.

Effective the first day of the first full pay period in July 2010, the base monthly salary ranges will be increased by the results of the survey conducted by the City in accordance with the salary survey side letter. When the City conducts the survey, the City's contribution to shift differential shall be eliminated. The City shall continue to survey shift differential for other agencies. Shift Differential for other agencies shall remain as part of the total compensation.

13.2 SPECIALTY ASSIGNMENTS

A. The Detective assignments are not considered to be promotional. Appointments are made after a review of qualifications. Personnel assigned to the Detective Division will receive a five percent (5%) salary differential for the duration of the assignment. When the individual rotates back to patrol the five percent (5%) salary differential is removed.

B. The Administrative Sergeant, Detective Sergeant and Traffic Sergeant assignments are not considered to be promotional. This appointment is made after a review of qualifications. The sergeants assigned as the Administrative Sergeant, Detective

Sergeant and Traffic Sergeant will receive a five percent (5%) salary differential for the duration of the assignment. When the individual rotates back to patrol the five percent (5%) salary differential is removed.

- C. Effective the first full pay period in 2005, any employee assigned to operate a motorcycle, with the exception of the Traffic Sergeant who is paid in accordance with Section B above, shall receive a five percent (5.0%) salary differential for the duration of the assignment. When the assignment is concluded, the five percent (5.0%) salary differential will be eliminated.
- E. The School Resource Officer assignment is not considered to be promotional. Appointments are made after a review of qualifications. Personnel assigned as the School Resource Officer will receive a five percent (5.0%) salary differential for the duration of the assignment. When the individual rotates back to patrol, the five percent (5.0%) differential is removed.

13.3 STEP INCREASES

The following criteria shall apply in the step-to-step movement of individual employees who are on a step plan:

- A. Step A shall be the minimum hiring rate.
- B. Step B: Employees hired at Step A shall be eligible for advancement to Step B upon completion of six months employment, affirmation by the department head that there has been satisfactory growth in the service value of the employee and approval of the City Manager.
- C. Employees hired at Steps B, C or D shall be eligible for advancement to the next step on the anniversary date of their employment, provided that the department head affirms that there has been satisfactory growth in the service value of the employee and there is City Manager approval.

City Manager may increase an employee's salary on the basis of merit within the range set forth. The City Manager also may designate the salary rate or step at which an employee is appointed.

13.4 EMPLOYER-PAID EMPLOYEE CONTRIBUTION TO PENSION

- A. Employees' base pay is contained in the salary schedule included under Article 13.1 above. The employee contribution to the Public Employees' Retirement System (PERS) of 7% is paid by the City for non-sworn personnel and of 9% is paid by the City for sworn personnel. Said contributions shall be refundable by PERS to the employee upon termination as per PERS rules.

- B. The employer-paid employee contribution to PERS shall be reported to PERS as special compensation so that it will be included as compensation for calculation of retirement benefits. Any required additional employee contribution to PERS on this special compensation shall be the responsibility of the employee.
- C. Pursuant to Article 7.4 Retirement Plan for Sworn Police Personnel, the Association and City may agree that sworn personnel will resume paying a portion of the PERS member rate that is equivalent to the amount needed to pay the sworn members' designated contribution to the 3% at age 50 benefit. This is subject to a determination that such arrangement would allow represented sworn members to pay their portion of the 3% at age 50 with pre-tax dollars and is permissible under PERS and any other applicable laws.

13.5 HOURLY RATE OF PAY

The hourly rate shall be calculated by multiplying the monthly salary by twelve and dividing by 2,080 for sworn employees and by 1,950 for non-sworn employees, except for the full-time Parking Enforcement Officer currently assigned to a 40 hour work week.

13.6 LONGEVITY BONUS

Effective December 1, 1998, and each December 1 thereafter, the City shall make longevity bonus payments to those employed with the City as of the day of the payment as follows:

- A. For employees with 7 years of service with the City but less than 15 years, the annual longevity bonus payment shall be three percent (3%) of their annual base rate of pay.
- B. For employees with 15 years of service with the City but less than 20 years, the annual longevity bonus payment shall be five percent (5%) of their annual base rate of pay.
- C. For employees with 20 or more years of service with the City, the annual longevity bonus payment shall be seven percent (7%) of their annual base rate of pay.

Longevity bonus payments shall be paid by separate check on the first payroll date in December.

13.7 SHIFT DIFFERENTIAL PAY (EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JULY 2010, THE CITY SHALL ELIMINATE THE FIVE PERCENT (5.0%) SHIFT DIFFERENTIAL.)UNTIL THE JULY 2010 ELIMINATION, THE FOLLOWING PROVISION IS IN EFFECT:

- A. Sworn personnel assigned to the night shift shall receive an additional five percent (5%) of their base rate of pay as shift differential pay for all hours worked (To be eliminated the first pay period including July 1, 2010). For purposes of this section,

the term “assigned” means a formal regular ongoing shift assignment, either as a result of seniority draw provisions or a directed assignment for management reasons.

- B. In the event that either the City or the Association terminates the Twelve-Hour Shift work schedule during the life of this agreement, the City and the Association shall meet and confer to restructure the shift differential pay benefit, keeping the overall cost to the City the same.
- C. Sworn personnel working a night shift, in part or in whole, on either a voluntary or mandatory overtime basis shall not receive shift differential pay.
- D. Sworn personnel working the night shift on a temporary assignment shall not receive shift differential pay unless they work a minimum of three consecutive night shifts. Three consecutive night shifts, within the meaning of this section, shall be two complete twelve (12) hours shifts, in conjunction with an eight (8) hour shift for a total of 32 hours or three consecutive twelve (12) hour night shifts for a total of 36 hours. At the point when the 32-hour or 36-hour provision(s) are met shift differential pay shall be awarded, and shall include retroactively the preceding 32 or 36 hours of work.
- E. Management shall fill temporary assignments in such a manner that multiple-day assignments are not broken up to avoid the payment of shift differential under the provisions in sub-section 13.7D. Voluntary arrangements and department emergency needs are exempted from this (13.7E) provision.

ARTICLE XIV

OVERTIME

14.1 OVERTIME POLICY - DEFINITION

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal work cycle. If time is lost during the regular work cycle for unexcused absence, overtime pay on a daily basis shall not be allowed. Time worked in excess of the basic work cycle because of changes in days-off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where they are directed to report and shall continue until they are released or the work is completed, whichever is the earlier. Compensation for an overtime shift shall be based upon the same method as for regular shifts, modified by the overtime rate.

14.2 OVERTIME COMPENSATION

A. Rates of Pay

- 1. Time and a half. All represented employees shall be paid overtime at the rate of time-and-one-half their regular hourly rate.

A minimum of two hours shall be paid for training sessions, shift meetings and all such mandatory assignments.

2. Double Time for Eight-Hour Shift. Compensation for overtime in excess of twelve consecutive hours in any eighteen-hour period shall be double the employee's regular time rate for such excess.
 3. Double time for ten-hour shift. Compensation for overtime in excess of thirteen (13) consecutive hours in any twenty-four hour period shall be double the employee's regular time rate for such excess.
 4. Double Time for Twelve-Hour Shift. Compensation for overtime in excess of fourteen (14) consecutive hours in any twenty-four hour period shall be double the employee's regular time rate for such excess.
 5. Double time provisions of the above sections would not apply to training situations. Two examples: 1. An employee's twelve (12) hour shift ends at 0600 hours, training begins at 0800 hours and lasts until noon. That employee would receive four (4) hours of overtime at one and one-half (1 ½) the employee's regular time rate and would not be compensated for the time between the end of his/her shift and the beginning of the training. 2. An employee's twelve (12) hour shift ends at 0600 hours; training begins at 0600 hours and lasts until 1000 hours. That employee would receive four (4) hours of overtime at one and one-half (1 ½) the employee's regular time rate.
 6. Overtime situations which arise under paragraphs 2, 3 and 4 of Section 14.2: Officers shall not deliberately be placed in an unpaid status for any period of time following the end of their regular shift in an effort to avoid the double time provisions taking affect.
- B. Form of Compensation
1. Employee's choice. Overtime compensation shall be in the form of cash or compensatory time off (CTO) at the employee's choice.
 2. Maximum CTO accrual for sworn employees. Sworn employees may accrue a maximum of one hundred hours of CTO time until July 1, 2000, at which time the maximum limit is increased to one hundred twenty-five (125) hours of CTO. Effective 2006 January 1, 2001, the maximum accrual limit for CTO is increased to one hundred fifty (150) hours.
 3. Maximum CTO accrual for non-sworn employees. Non-sworn employees may accrue a maximum of one hundred hours of CTO time until July 1, 2000, at which time the maximum limit is increased to one hundred twenty-five (125) hours of

CTO. Effective 2006 January 1, 2001, the maximum accrual limit for CTO is increased to one hundred fifty (150) hours.

C. Minimum Overtime Guarantees

1. Minimum Call-Out Compensation

Employees not otherwise excluded from receiving overtime pay who are called out to perform unscheduled work shall be compensated for a minimum of two hours work at the time-and-one-half rate.

2. Appearances in Court, Including Pretrial Conferences

- a. Morning session only: Overtime compensation amounting to four hours shall be granted except as follows.

If a court appearance is scheduled within one hour of an officer's start time, that officer shall receive two (2) hours of compensation at the overtime rate.

- b. Afternoon session only: Overtime compensation amounting to four hours shall be granted except as follows.

If a court appearance is scheduled within one hour of an officer's start time, that officer shall receive two (2) hours of compensation at the overtime rate.

- c. Morning and afternoon sessions: If a sworn officer is required to be present at both a morning and an afternoon session of a court or hearing, they will be granted overtime compensation in the amount of four hours for the morning session and will receive overtime compensation on a time-for-time basis starting at 1200 hours for the afternoon session.

- d. Sworn employees who appear at the offices of the District Attorney shall be compensated for time spent in consultation at the time-and-one-half rate with a minimum of two hours paid at said rate, subject to departmental rules verification. In no circumstance shall overtime payment be made for telephone consultation.

- e. If a court appearance is scheduled on the employee's day off, vacation or time scheduled off on holidays or compensatory time, and such appearance is canceled by the court after 5:00 p.m. of the previous court workday, the employee will be eligible for four hours pay provided that the employee telephones the Police Department Subpoena Clerk or the Department designated process prior to 5:00 p.m. of the previous court workday and is informed that the appearance still is scheduled.

All compensation for scheduled court appearances shall be determined by Section 14.5 only. For purposes of notification of cancellation, it shall be

deemed notification by leaving a message on the employee's phone answering machine.

f. Call-Out Standby

When an employee is directed to remain available for departmental call-out, the employee shall receive two hours compensation at the overtime rate for every eight hours or fraction thereof of standby time.

14.3 NON-ON-CALL OVERTIME

Non-on-call overtime, or that overtime which represents a simple extension of the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour with increments of time less or more than one-half hour to be rounded off, except that overtime worked during the first one-half hour following a normal shift shall be compensated by a minimum of one-half hour overtime.

14.4 MINIMUM CALL-OUT COMPENSATION

Employees not otherwise excluded from receiving overtime pay who are called out to perform unscheduled work shall be compensated for a minimum of two hours work at the time-and-one-half rate.

14.5 TIME OFF IN LIEU OF COURT APPEARANCE COMPENSATION

Whenever possible, the City shall grant eight hours off in lieu of pay when an officer works the night shift on the same day the officer is required in court for a minimum of six hours.

14.6 MEALS

A. When an officer attending court or hearing is required to remain for both morning and afternoon sessions, they shall be entitled to ten dollars lunch costs.

B. For Eight-Hour-Shift:

A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees are required to work twelve or more consecutive hours.

For Ten-Hour-Shift:

A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees are required to work thirteen or more consecutive hours.

For Twelve-Hour-Shift:

A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees are required to work fifteen or more consecutive hours.

C. A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees work six hours of overtime on their day off. There will not be a second meal allowance for 12 hours worked on the day off.

14.7 COURT APPEARANCE ON VACATION

When an employee is on vacation and the vacation is interrupted by a court appearance, the employee shall be given an additional vacation day for each day of court appearance and, subject to approval by the Chief of Police, for travel time when the return from vacation is outside of the immediate area.

14.8 COMMUTER TRAINING

The Department shall set reasonable standards for travel time to training locations. An employee who is enrolled in a training program in which commuting on a day off is mandatory shall be paid straight time for travel time. An employee who is claiming mileage shall receive mileage reimbursement at the IRS rate for each mile driven from the employee's house or from the Department, whichever is less. If travel must occur during the employee's scheduled shift, and the standard travel time is in excess of four hours, then the employee shall be compensated for the entire shift for travel time and shall not be required to work the remainder of the shift. If the standard travel time is less than four hours, then the employee shall work the remainder of the shift and shall be compensated for the time worked and the standard travel time. Benefits under this section shall not be paid for academy, range training, first aid, CPR training or travel from a lodging site to the training site for resident training programs.

14.9 WORK ON SCHEDULED DAY OFF

An employee who works on a regularly scheduled day off will not be required to report before the beginning of the shift or to hold over beyond the end of that shift, except in an emergency (as defined in Section 12.4(E) of this Agreement).

ARTICLE XV

WORKING IN HIGHER CLASSIFICATION

15.1 HIGHER CLASSIFICATION PAY

A classified employee shall be entitled to receive five percent (5%) additional pay when working temporarily in a higher classification.

ARTICLE XVI

PROMOTIONS, EXAMINATIONS AND ELIGIBILITY LISTS

16.1 ELIGIBILITY

Effective July 1, 1998, eligibility for promotions for those employees hired after July 1, 1994, and effective July 1, 2004, all service requirements refer to the City of El Cerrito Police Department Service, will be as follows:

- A. Corporal -- two years in service with the El Cerrito Police Department and an AA degree or 60 semester units, of which a minimum of 27 semester units must be in general education courses.
- B. Sergeant -- three years in service with the El Cerrito Police Department and 90 semester units, of which a minimum of 27 semester units must be in general education courses.
- C. Personnel newly-appointed to the rank of Sergeant shall make application to attend the POST Supervisory Leadership Institute as soon as eligible.

Assuming that all other prior minimum requirements are met, officers who presently do not meet the educational requirements for promotion to Corporal or Sergeant at the time of the promotional examination still may take the examination and be placed on the promotional eligibility list according to their score on the examination; however, they cannot be promoted until the educational requirements are met fully.

16.2 PROMOTIONAL EXAMINATIONS

It is the policy of the City of El Cerrito Police Department that promotional examinations for the positions of Sergeant and Commander will be “closed promotional” examinations, except when fewer than three (3) qualified candidates have applied and participate in the selection process.

In the event that the number of qualified candidates for the positions of Police Sergeant or Commander is fewer than three (3) for a single vacancy, with at least one additional candidate for each additional vacancy, the Chief of Police, with the concurrence of the City Personnel Officer, may seek an alternative selection process. This may include, but is not limited to, lateral testing, which could include qualified police candidates from other agencies, as well as El Cerrito Police Department candidates.

The City and the Association agree that supervisory experience will be one of the eligibility requirements for the position of Police Commander, in lieu of management experience. Police Sergeants may be eligible to compete for the position of Police Commander, depending on each individual candidate’s ability to meet the stated supervisory and educational requirements.

16.3 ELIGIBILITY LISTS

Effective upon adoption by the City Council, all new open competitive and promotional civil service eligibility lists for represented employees shall be limited to an initial duration of one year with the possibility of an extension up to one additional year. As specified in the Personnel Rules, these lists are considered exhausted whenever the appointing authority declines to make a selection from the list.

ARTICLE XVII

EDUCATION BENEFITS

17.1 CAREER INCENTIVE PROGRAM - SWORN PERSONNEL

- A. Eligible employees are those Patrol Officers who qualified for payments prior to July 1, 2005.

Intermediate POST Certificate

A monthly education incentive payment shall be paid to qualified personnel who, pursuant to this article: (1) complete fifty hours or three units of approved study or training during the prior fiscal year or (2) accumulate sixty semester units or the equivalent in quarter units of approved training or (3) attain an A.A. or A.S. degree of approved training or (4) obtain an intermediate POST certificate, provided that such personnel have attained permanent employment status.

Advanced POST Certificate/Education

An additional monthly education incentive payment shall be paid to qualified personnel who (1) obtain an advanced POST certificate and an A.A. or A.S. degree or (2) obtain an approved baccalaureate degree and possess a POST intermediate certificate or (3) possess a POST intermediate certificate and complete fifty hours or three semester units during the prior fiscal year as part of the employee's continuing progress toward a baccalaureate degree, the employee having already accumulated sixty semester units or the equivalent in quarter units toward said baccalaureate degree. Note: Please see additional criteria established in 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8.

The education incentive for patrol officers who qualify for an Intermediate POST Certificate/education benefit shall be \$210/month; the education incentive for those who qualify for an Advanced POST Certificate/education benefit shall be \$290/month.

Employees eligible to receive the monthly education incentive payments prior to August 15, 1986, shall continue to be eligible to receive this benefit notwithstanding a change in their salary step resulting from the implementation of the Classification and Pay Study.

- B. Patrol Officers who become eligible for the career incentive program after July 1, 2005 shall receive the following:
- \$210 per month if the employee has an AA/AS degree from an accredited college; or
 - \$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.
 - \$290 per month if the employee has a BA/MS degree from an accredited College or University.

- C. Corporal (Eligible employees are those Corporals who qualified for payments prior to July 1, 2005.)

Advanced POST Certificate/Education

A monthly education incentive payment shall be paid to qualified personnel who (1) obtain an advanced POST certificate and an A.A. or A.S. degree or (2) obtain an approved baccalaureate degree and possess a POST intermediate certificate or (3) possess a POST intermediate certificate and complete fifty hours or three semester units during the prior fiscal year as part of the employee's continuing progress toward a baccalaureate degree, the employee having already accumulated sixty semester units or the equivalent in quarter units toward said baccalaureate degree. Note: please see additional criteria established in 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8.

Effective July 3, 1994, the education incentive for corporals who qualify for an Advanced POST Certificate/education benefit shall be \$80/month.

- D. Corporals who become eligible for the career incentive program after July 1, 2005 shall receive the following:
- \$210 per month if the employee has an AA/AS degree from an accredited college; or
 - \$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.
 - \$290 per month if the employee has a BA/MS degree from an accredited College or University.

E. Sergeant

Effective July 1, 2005, Sergeants shall be eligible for the following career incentive pay program:

- \$210 per month if the employee has an AA/AS degree from an accredited college; or
- \$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.
- \$290 per month if the employee has a BA/MS degree from an accredited College or University.

17.2 ESTABLISHING ELIGIBILITY

To qualify for the full fiscal year, officers shall submit proof of eligibility prior to June 30. Officers shall be eligible for partial-year payment when qualification occurs on an anniversary date or upon receipt of a qualifying certificate or degree. It shall not be necessary to resubmit evidence of qualification when eligibility is based on a degree, certificate or documented units.

17.3 ELIGIBILITY CRITERIA - THREE UNITS/FIFTY HOURS

Qualification based on three units or fifty-hour training courses shall occur providing the units or training hours are completed in the fiscal year prior to June 30. In unusual instances involving course availability, the June 30 date may be waived by the Chief of Police. In those instances, benefits will commence upon completion of the course. Training or courses shall be approved in advance by the Chief of Police and must be relevant and reflect educational growth.

Prior approval of the degree program shall be obtained from the Office of the Chief of Police.

17.4 DEGREES

Degrees must have relevancy to the criminal justice system and must meet POST standards that relate to work or life experience credits and must result from attendance at an accredited public or private school, college or university.

17.5 GRADES

To receive credit for qualification, a course must be completed with a satisfactory record of achievement or credit. If grades are issued for a course of study, a minimum grade of C or its equivalent must be attained for credit.

17.6 ATTENDANCE

Attendance shall be on an off-duty, no-compensation basis at no expense to the City of El Cerrito.

17.7 TEACHING AND PUBLIC SPEAKING

Officers may secure credit by teaching, without compensation, approved courses of study in their own professional field. Officers who wish to teach or make public appearances must submit in advance an acceptable outline of their material to the Chief of Police. A maximum of three hours credit will be granted for each hour spent in teaching or public speaking, depending upon the amount of preparation time necessary for the assignment. When the material is presented on successive occasions, the advance preparation is not required. Credit will be given only for the time needed to complete the assignment.

17.8 PROJECTS

Research projects may be undertaken with the advance approval of the Chief of Police. Approval to conduct the project will depend upon the current and/or potential departmental need for the project and the potential benefit to be derived from the project by the department. A project outline must be submitted in writing and shall include a statement of objectives, scope, estimated time, and cost and value to the department. Officers will be required to file an acceptable final report on all projects. Credit time will be discussed on an individual basis at the time of approval.

17.9 CAREER INCENTIVE PAYMENT ELIGIBILITY

Employees become eligible for the Career Incentive Pay upon submitting the qualifying documentation/request to the Police Department. The City is not responsible for payment

of Career Incentive Pay prior to an employee's written request and eligibility for Career Incentive Pay.

17.10 TUITION REFUND PLAN - SWORN AND NONSWORN

When an employee enrolls in approved courses on their own time for non City approved/designated institutions, the City will pay required school fees, such as tuition and registration fees and books required by the course syllabus subject to the annual reimbursement limit of \$500 while pursuing an AA, \$1,000 while pursuing a BA/BS or \$1,500 while pursuing a MA/MS. Effective July 1, 2007, the City will increase its reimbursement for City approved/designated institutions to \$750 while pursuing an AA, \$2,000 while pursuing a BA, or \$3,000 while pursuing an MA/MS. Mileage and optional fees shall not be refundable. Department head approval shall be obtained by the employee before registering for any course in order to be eligible for refund on required fees. Reimbursement shall only be made upon satisfactory completion of the course. Receipt of tuition reimbursement shall not affect an individual's eligibility for education incentive pay.

Courses taken at any college, university, high school, business or technical school shall be approved when they are:

- A. Related to the employee's present position in the City.
- B. Related to the employee's potential development with the City.
- C. Part of a program leading to a degree relating to the employee's present position or potential for development.
- D. Required to obtain a high school diploma.

Any employee may apply for such refund of required fees, pursuant to the rules and procedures established by the City Manager.

In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for any approved course, only the difference between such assistance and the education charges an employee actually incurs may be refunded under this plan.

If an employee fails to satisfactorily complete an approved course, he or she shall not be eligible for a tuition or book refund for that course.

ARTICLE XVIII

MISCELLANEOUS

18.1 UNIFORM ALLOWANCE

Effective January 1, 2008, the uniform allowance will be increased by \$75 for sworn employees for a total of \$925 per year and \$50 for non-sworn employees for a total of \$675 per year. Effective January 1, 2009, the uniform allowance will be increased by \$75 for sworn employees for a total of \$1,000 per year and by \$50 for non-sworn employees for a total of \$725 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by separate check. Any employee who leaves City employment during the calendar year shall be paid by the City for pro-rated uniform allowance only for months worked in that calendar year.

18.2 UNIFORM DAMAGE

It is the policy of the City to pay for the cost of repairing uniforms and equipment of members of the Police Department which are damaged in the line of duty. If uniforms are damaged beyond repair, the City will pay the actual value of the uniform and/or equipment, to be determined according to a depreciation schedule. The claim shall be submitted through the Chief of Police to the City Manager, who shall make the final decision.

18.3 AUTOMOBILE ALLOWANCE

Reimbursement for the use of automobiles owned by employees and used on City business on an intermittent basis shall be at the rate established by the Internal Revenue Service, unless the City is reimbursed by POST, in which event the employee shall be reimbursed at the same rate as the POST reimbursement.

18.4 EQUIPMENT

In order to maximize officer safety, the City shall endeavor to provide modern and effective police equipment, including, but not limited to, patrol vehicles, radio equipment and other safety equipment. Prior to implementing changes in the specifications of such equipment, the City shall notify the Association and solicit Association input on the proposed changes. Authority and responsibility for decisions on equipment acquisitions and changes rests with the Chief of Police.

18.5 TRAINING

The Police Department shall endeavor to provide training for sworn officers which is pertinent to and commensurate with their duties and responsibilities.

18.6 REOPENER

The City or the Association may, during the term of the MOU, notify the other party, in writing, of its desire to reopen the MOU for the sole purpose of meeting and conferring on one non-economic item of its choosing.

18.7 BILINGUAL PAY

The City shall pay one hundred dollars (\$100.00) per month to full-time employees and fifty dollars (\$50.00) per month for cadets and part-time employees who are in positions designated by the City as bilingual and who have passed a proficiency test agreed upon by the City and the ECPEA. The parties shall work together to determine an appropriate testing procedure to be in effect no later than July 1, 2005.

ARTICLE XIX

SENIORITY

19.1 DEPARTMENT SENIORITY

- A. Employees shall be placed on the department seniority list in accordance with their most recent date of hire.
- B. When two or more employees are assigned to the payroll on the same date, seniority shall be given in accordance with the relative standing on the respective eligibility list.
- C. The most recent date of hire for temporary employees who are appointed to full-time positions shall be the most recent date of hire as a temporary employee, provided that the transition takes place without interruption in service.

19.2 CLASSIFICATION SENIORITY

- A. Employees shall be placed on a classification seniority list in accordance with their most recent date of appointment to the specific classification.
- B. When two or more employees are appointed or promoted to the same classification on the same date, seniority shall be given based upon the relative standing on the respective eligibility list.
- C. The most recent date of appointment for temporary employees who are appointed to full-time positions shall be the most recent date of appointment as a temporary employee, provided that the transition takes place without interruption in service.

19.3 MEDICAL LEAVE

Placement on seniority lists shall not be affected by leaves of absence granted for medical reasons.

19.4 VACATION PREFERENCE

- A. Vacation preference shall be governed by position on the department seniority list in those instances where two or more employees are assigned to the same vacation pool.
- B. Vacation pool, for the purpose of this article, refers to the Field Operations Division pool, the Administrative Division pool and the Detective Division pool.

19.5 SHIFTS AND DAYS-OFF PREFERENCE

- A. Effective January 2006, shifts shall be of a four (4) month duration. Shift and days-off preference shall be governed by position on the classification seniority list. An employee may not sign up for the same shift for more than three (3) consecutive times. This section does not apply to probationary employees who are assigned to specific shifts and/or days-off for training or evaluation purposes.
- B. Nothing in this section shall prohibit management from adjusting shifts and/or days-off in order to maintain minimum staffing levels that are consistent with the protection of lives and property of the El Cerrito citizens and the efficient operation of the department.
- C. Shift and days-off changes due to staffing shortages shall not be governed by seniority. Management will attempt to rotate shift and days-off changes amongst the various members.

19.6 SENIORITY ADJUSTMENTS

Seniority shall be adjusted (reduced) in calendar days to reflect:

- A. Time spent on unpaid leave of absence except for medical leaves (section 19.3) and in accordance with State and Federal Statues. .
- B. Time spent on suspension, if the suspension exceeds five calendar days.

19.7 TERMINATION OF SENIORITY

Termination of seniority shall occur upon:

- A. Resignation: Employees rehired within twelve months shall retain seniority minus the period of non-employment in calendar days as provided in Section 19.6.A.
- B. Discharge: Subject to modification through the appeal process.
- C. Retirement.
- D. Layoff in excess of three years.

- E. Failure to comply, report or respond to a recall notice within twenty calendar days from the date of receipt of such notice.

ARTICLE XX

LAYOFF PROCEDURES

20.1 PURPOSE

This article provides the procedure to be followed when an employee is displaced/laid off from his or her position due to a reduction in the workforce.

20.2 DEFINITIONS

- A. Layoff: The dismissal of at least one employee due to lack of work, lack of funds or abolishment of position.
- B. Downgrade: A change in job classification of which the top salary is less than the top salary of the employee's present classification due to a layoff.
- C. Salary: The monthly salary range and respective step for the affected classification.

20.3 NOTIFICATION

- A. Whenever the department head anticipates a reduction in the workforce, immediate notification to the City Manager shall be made. The notification shall include the anticipated number and classifications of employees to be laid off and a plan for conducting an orderly layoff to reduce adverse effects on employees to be laid off.
- B. The Employee Services Manager shall notify affected employees, in writing, of the impending layoff at least thirty days in advance of layoff. Notice to an employee absent from work for any reason shall be sent by registered United States mail.
- C. The Notice of Layoff shall include an explanation of an employee's right to accept layoff in lieu of downgrade pursuant to Section 20.4.E. of this article.

20.4 LAYOFF POLICY

- A. The City agrees to meet and confer with the Association prior to any action taken on a proposal to reduce the workforce.
- B. During the first three years following a layoff, laid off employees shall have the right to reinstatement to any vacancies in the classification from which they were laid off.
- C. Laid off employees shall be eligible to take promotional examinations if they meet the minimum qualifications for the position in question. This eligibility shall not exceed two years.

- D. An employee scheduled for layoff shall have the right to downgrade to a former classification in which the employee held probationary or permanent status. An employee who is downgraded pursuant to this article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade. An employee who accepts downgrade in lieu of layoff shall retain the right of their former classification for a period of four years.
- E. An employee downgraded pursuant to Section 20.4.D shall assume the seniority position that he or she would have been entitled to had the employee been serving continuously in the position to which he or she has downgraded.

20.5 ORDER OF LAYOFF

- A. Layoff shall be by classification unless the department head, with the approval of the City Manager, deems it in the best interest of the department to make reductions in classification first and thereby cause separation from the service only in the lower ranks.
- B. Employees who have held probationary or permanent status in non affected classifications shall have the right to downgrade pursuant to Section 20.4.D.
- C. The services of all temporary, part-time and probationary employees in the classification affected shall be terminated, in that order, before any reduction in the regular workforce.
- D. Layoff amongst full-time employees in the affected classification shall be made on the basis of classification seniority.

20.6 EXCEPTION TO ORDER OF LAYOFF

- A. Whenever the department head believes that the best interests of the department require the retention of employees with special qualifications, characteristics and fitness for the work, the department head may request an exception to the order of layoff. Such request shall be made to the City Manager in writing.
- B. If the Association disagrees with a request for an exception to the order of layoff, the Association may request that the matter be studied by a review committee. The review committee shall be comprised of an Association representative, a management representative and a third party to be mutually agreed upon by the first two representatives. The review committee shall rule upon the appropriateness of an exception to the order of layoff. The finding of the review committee shall be final. The review of an exception to the order of layoff shall be the only role of this committee.

20.7 MEDICAL EXAMINATION PRIOR TO LAYOFF

- A medical examination shall be provided to any employee scheduled for and prior to a layoff, at City expense, unless the employee waives such examination.

20.8 FRINGE BENEFITS

- A. Employees being laid off shall be paid vacation, holiday accrual, overtime accrual and similar benefits per applicable ordinances and agreements.
- B. Employees being laid off may elect to receive compensation for one-fourth of the employee's accumulated and unused sick leave on the books at the date of layoff, with a maximum payment equivalent to twenty-five day's sick leave. If the laid off employee is reemployed, all sick leave credit in the employee's account at the time of layoff shall be reinstated upon repayment to the City of the sick leave paid upon layoff.
- C. At a minimum, laid off employees will be provided COBRA coverage to maintain health plan benefits. This coverage will be available to employees for a period not to exceed three years. Laid off employees, however, shall maintain such health plan benefits at their discretion and with no cost to the City.

20.9 ASSISTANCE TO AFFECTED EMPLOYEES

Assistance with unemployment benefits and the availability of retirement benefits or refunds shall be provided by the Employee Services Manager at the request of the laid off employee.

20.10 RECALL

- A. Employees in layoff status shall retain recall rights for a period of three years following layoff and shall have preference to work over applicants on eligibility lists.
- B. Recall shall be made by restricted, registered United States mail to the employee's last known address in the City personnel file. Recalled employees must signify their intent to return to work within twenty calendar days of receipt of the recall notice. Response to recall shall be made to the Employee Services Manager.
- C. Recall shall be offered to laid off employees provided that they are physically capable of performing the duties of the job. Recalled employees must pass successfully a medical examination prior to reappointment. The medical standard shall be based upon the results of the medical examination at the time of layoff and the natural aging process.
- D. Recall from layoff shall be by classification in the reverse order of layoff.
- E. An employee recalled within three years of layoff shall keep the same department and classification seniority as existed prior to layoff.
- F. Employees who return to a job classification covered by this agreement from a management status shall receive that rate of pay which is closest to that rate of pay in the classification that they were receiving prior to return.

ARTICLE XXI

INVESTIGATION RIGHTS

All employees represented by the Association shall be afforded the rights conferred upon public safety officers as set forth in Government Code Section 3300, et seq.

ARTICLE XXII

DISCIPLINARY ACTION

The City agrees that no disciplinary action against an employee covered by this Memorandum of Understanding, which action involves a loss or reduction of pay or discharge, shall be imposed unless such action is recommended by the Chief of Police in a predisciplinary "Skelly" notice delivered to the employee within one year, without exception after the date of the incident giving rise to the disciplinary action or within one year, without exception, of the date the City has knowledge of the incident giving rise to the disciplinary action.

ARTICLE XXIII

PART-TIME EMPLOYEES

23.1 DEFINITION -- PART-TIME EMPLOYEES

Part-time employees are defined as those represented classifications that work less than 37.5 hours per week. These classifications shall be paid an hourly wage for hours worked.

23.2 COMPENSATION

Compensation for part-time employees is covered by the salary schedule which is included as an addendum to this Agreement.

23.3 MERIT INCREASES

Except for Crossing Guards and Cadets, part-time employees are eligible for merit increases annually (until they reach top step) if they obtain satisfactory performance evaluations from their supervisors, approval by the Chief of Police and a recommendation for a salary increase.

23.4 RETIREMENT

For part-time employees who work 1,000 hours or more in a fiscal year the City will pay the full employee contribution (7%) to the Public Employee Retirement System (PERS) as well as the required employer's contribution. The employer-paid employee contribution to PERS shall be reported to PERS as special compensation so that it will be included as compensation for calculation of retirement benefits. Any required additional

employee contribution to PERS on this special compensation shall be the responsibility of the employee.

23.5 HOLIDAY WORK FOR PART-TIME EMPLOYEES

Except for Cadets, part-time employees normally will not be required to work holidays. If work is required, they will earn overtime rates.

23.6 GENERAL LEAVE

A. Eligibility

Except for Crossing Guards and Cadets, represented part-time employees shall be eligible for general leave after employment with the City on a continuous basis for 12 months.

B. Scheduling

General leave allows part-time employees to earn leave without qualifying it as either sick leave or vacation leave. When used for purposes of illness, the Chief of Police should be notified immediately. When used for a planned vacation, leave shall be approved in advance by the Chief of Police with regard for the preferences of the employee and the needs of the City.

C. Accrual

Eligible part-time employees shall earn general leave based on a formula which ensures that a part-time employee will earn general leave equivalent to the amount of sick and vacation leave earned by a similarly situated full-time employee, prorated according to hours actually worked:

1. 12 months to 60 months of continuous service:
The number of hours worked in the pay period are divided by 75 hours and multiplied by 7.27 to compute the number of hours of general leave earned in that pay period.
2. 61 months to 120 months of continuous service:
Number of hours worked in pay period divided by 75 hours X 7.96.
3. 121 months to 180 months of continuous service:
Number of hours worked in pay period divided by 75 hours X 9.00.
4. 181 months or more of continuous service:
Number of hours worked in pay period divided by 75 hours X 10.04.

23.7 OVERTIME

Part-time employees will receive overtime as described in Article XIV of this Memorandum for any time exceeding 37.5 hours per week or when holidays are worked.

23.8 UNIFORM ALLOWANCE

Effective January 1, 2001, non-sworn, part-time uniformed employees except for Cadets will be provided a uniform allowance equal to one-half of the uniform allowance provided to full-time non-sworn employees.

The City will continue to issue initial uniforms to all non-sworn, part-time employees including Cadets upon hire, but such employees will be responsible for the cleaning, maintenance, and replacement of such uniforms, except as provided for in Section 18.2.

Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by separate check. Any employee who leaves City employment during the calendar year shall be paid by the City for pro-rated uniform allowance only for the months worked in that calendar year.

23.9 APPEAL PROCEDURES

Part-time employees except for Crossing Guards or Cadets who have continuous employment for a minimum of 12 months shall have the right to appeal disciplinary actions to the City Manager. The employee first must appeal to the appropriate supervisor through the chain of command in the department. If the matter is not resolved to the satisfaction of the employee, it may be appealed to the City Manager or a designee. Part-time employees with less than 12 months service are considered to have no appeal rights.

23.10 (4850)

Part time employees are not eligible for benefits (salary continuance) under Labor Code Section 4850 or the Non-Sworn ninety (90) day Salary Continuation Benefit.

ARTICLE XXIV

SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

In the event of invalidation of any article or section, the City and the Association agree to meet within thirty days for the purpose of renegotiating said article or section.

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