

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOUTH LAKE TAHOE
AND THE
SOUTH LAKE TAHOE POLICE SUPERVISORS' ASSOCIATION

FOR THE CONTRACT PERIOD OF
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017

POLICE SUPERVISORS' ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SOUTH LAKE TAHOE
AND THE
SOUTH LAKE TAHOE POLICE SUPERVISORS' ASSOCIATION

The South Lake Tahoe Police Supervisors' Association ("Association") and representative of the City of South Lake Tahoe ("City") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit identified in Appendix A, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et. seq) and City of South Lake Tahoe Resolution No. 1977-133 adopted July 19, 1977, and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the City Council of the City of South Lake Tahoe as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 1, 2014 and ending September 30, 2017.

The parties will commence negotiations for a successor Memorandum of Understanding no later than April 1, 2017.

SECTION 1. RECOGNITION

- 1.1 City Recognition - The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of South Lake Tahoe, hereinafter referred to as the "City", in employer-employee relations.
- 1.2 Association Recognition - The South Lake Tahoe Police Supervisors' Association, hereinafter referred to as the "Association ", is the recognized employee organization for the Police Supervisors' Unit.

SECTION 2. LIMITATION OF EFFECT

It is understood and agreed that the provisions of this Memorandum of Understanding are not binding upon either the City or the Association and that the same constitute a recommendation to the South Lake Tahoe City Council. In the event that the City Council adopts, without amendment, said Memorandum, its terms shall become effective, except as otherwise provided, for the period October 1, 2014 through September 30, 2017.

SECTION 3. HEALTH AND WELFARE

- 3.1 Eligibility for Medical and Prescription Benefits - For employees who work 30 hours per week or more, the City shall pay the monthly premium costs for the medical insurance as outlined below. For regular-status employees who work 20 hours or more but less than 30 hours per week, the City shall pay the premium cost for employee coverage only for the City's Medical Plan, subject to cost sharing outlined below; such employees may purchase dependent coverage by payment of the difference between the employee only and family premiums through payroll deduction in addition to any individual cost sharing. Health benefits are not available to regular employees working less than 20 hours per week.

An employee's budgeted position shall be used to determine their eligibility for the above medical and prescription benefits. Should an employee's full-time or part-time status change, their eligibility for medical and prescription benefits shall also change.

- 3.2 Medical and Prescription Benefits - The City's Medical Plan (previously referred to as the City's Healthcare Plan) shall be medical benefits provided under "Plan A." The City shall cover 100% of the cost of the premium for eligible employees enrolled in the City's Medical Plan (also referred to as Plan A) for employee-only coverage, employee-plus-one coverage, or family coverage.

As an alternative to enrolling in the City's Medical Plan, eligible employees may elect to purchase one of four alternative medical plans available to City employees (Plan levels B through E). The City's contribution towards the premium cost for these plans is capped at the cost of the premium for the corresponding coverage level in the City's Medical Plan "Plan A" as described above. Employees selecting an alternate medical plan are responsible for paying the difference in the premium cost.

The summary plan descriptions and/or formal plan documents for the City's Medical Plan and other available benefit options are available from the City's Human Resources Department and are hereby incorporated by reference into this agreement.

- 3.3 Medical Coverage Opt-Out Benefit - Employees who provide written proof of other current medical coverage to the City, and who elect to waive City medical coverage, are eligible to receive a medical coverage opt-out benefit. The health medical coverage opt-out benefit shall be a one-time cash payment paid during the first pay period in March of each year that the employee opts out. The total annual medical coverage opt-out benefit is:

Employee Only:	\$ 3,000/year
Employee +1 or Family:	\$ 4,000/year

The medical coverage opt-out benefit amount shall be paid as a taxable cash benefit, and shall not be considered pensionable compensation. Eligible

employees who elected to receive the medical coverage opt-out benefit and who later have an eligible qualifying event, as defined by the City's Medical Plan, and choose to enroll in one of the medical and prescription benefit options described above, shall be required to re-pay the medical coverage opt-out benefit on a prorated (by pay-period) basis.

An employee whose spouse or registered domestic partner is also a City employee and who is eligible for dual coverage may elect to opt-out and receive the payments outlined above, while their spouse enrolls in City-sponsored medical coverage.

For new hires starting after January 1 of each year, the opt-out benefit will be pro-rated (by pay-period) for the calendar year and payment will be paid in the pay period following ninety (90) days of employment.

- 3.4 Dental Plan - Employees have the option to purchase, at their own expense, dental coverage at the rates set by the dental plan provider each plan year. The City will not make any contribution towards the cost of dental coverage.
- 3.5 Vision Plan - Employees have the option to purchase, at their own expense, vision coverage at the rates set by the vision plan provider each plan year. The City will not make any contribution towards the cost of vision coverage.
- 3.6 Life Insurance and Long Term Disability - The City will purchase a life insurance benefit for each employee providing \$50,000 coverage. Employees have the option to purchase at their expense by payroll deduction up to an additional \$50,000 of life insurance upon initial enrollment to the plan (date of hire) without evidence of insurability.

The City will continue to provide Long Term Disability insurance coverage to employees in the classification of Lieutenant. Employees in other classifications have coverage available to them through other sources and are not included in the City Long Term Disability coverage.

- 3.7 Preventive Care - The City and Association agree that preventative testing covering PSA and mammograms will be included in the Departmental physical examination program.

Under the Department Physical Examination program, unit members are eligible for an annual physical exam that includes a specific set of City determined tests. The employee has two options for receiving the exam.

- 1) It is strongly recommended that employees obtain Department physical examinations through the City contracted provider. The employee shall contact the program coordinator to make arrangements for the exam and the City contracted provider will bill the City directly so long as the appropriate notification and scheduling is followed.

2) If the employee elects to use a personal provider, the employee must notify the program coordinator prior to the examination so that the appropriate directions can be forwarded to the provider. The employee also must comply with the appropriate directions which are described in Appendix E.

- 3.8 Spousal Employment Health Benefits - Employees' spouses must elect employer sponsored group medical coverage from their own employers when offered at an employee contribution cost for single coverage of no more than \$150.00 per month (\$75.00 per month for non-sworn employees) and providing coverage equal to or better than the coverage plan option selected by the City employee. Employees' spouses who obtain their own-employer's health benefit may remain on the City's medical benefit in a secondary capacity. Employees will be required to confirm in writing their spouses' eligibility for employer medical coverage at least annually.
- 3.9 Legislative Changes - In the event legislation changes such that employer financed universal health is required through the State or Federal government, there will be an immediate re-opener to discuss the impact of the legislation on the current City plan.
- 3.10 Health Reimbursement Account - Employees with an existing health reimbursement account will no longer receive funding to this account. Any remaining funds in the account will be available for reimbursement of expenses in accordance with IRS regulations until exhausted.
- 3.11 Application of Medical Insurance Plan - In the event provisions of this section contradict those included in the City Medical Plan, the terms of the City Medical Plan shall prevail.
- 3.12 Flexible Savings Account - The City provides employees with the option to elect to participate in a Flexible Savings Account ("FSA"), administered in accordance with the Internal Revenue Code. Employees may use these programs to set aside money on a pre-tax basis pay for eligible health care related costs.
- 3.13 IRC Section 125 Plan - The City maintains an IRC Section 125 Cafeteria Plan for the benefit of employees. The City shall contribute \$125 per month into the Section 125 Cafeteria Plan for each employee. Funds in the Section 125 Cafeteria Plan may be used for the purchase of benefits in accordance with the Plan document and other IRS-approved benefits, which include among other things, medical, dental and vision benefits, and accident benefits. Additionally, employees may choose to receive taxable benefits in accordance with the Plan documents and the Internal Revenue Code. Employees who receive the Medical Coverage Opt-Out Benefit described above, may use the Section 125 Plan to purchase vision, dental, or other optional benefits, under the Plan. Any remaining funds shall be distributed to employees as taxable compensation.

City contributions to the Section 125 Cafeteria Plan shall not be included in an employee's pensionable compensation.

- 3.14 Physical Fitness Workout Room - The physical fitness workout room is available to unit members for their individual use during non-working hours. Use is voluntary and at the unit members own risk.

SECTION 4 RETIREE MEDICAL

4.1 Definition of Terms – Transitional Retiree Plan

- a. “Continuation of Coverage -- Eligible Employee” means any regular full-time benefited employee hired by the City before January 1, 2008, with a minimum 25 years of Continuous City Service on or before the effective date of the Successor MOU who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- b. “Alternative Transitional Retiree Medical Benefits -- Eligible Employee” means any regular full-time benefited employee with a minimum 10 years of Continuous City Service who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- c. “Retired Employee” or “Retiree” means a regular full-time benefited City employee hired before January 1, 2008 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of South Lake Tahoe.
- d. “Continuous City Service” means continuous regular full-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager in writing and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

4.2 Alternative Transitional Retiree Medical Benefit

- a. Upon the effective date of this MOU an Alternative Transitional Retiree Medical Benefits -- Eligible Employee, as defined above in § 4.1.b., shall receive a defined contribution provided through a Retiree Health Savings Account (RHSA) (or substantially similar individual investment account in the Eligible Employee's name). This Alternative Transitional Retiree

Medical Benefit is the default plan and will apply to all Eligible Employees unless: (1) the Eligible Employees is a Continuation of Coverage -- Eligible Employee, as defined above in § 4.1.a. above, and (2) the Eligible Employee files the approved written Notice of Election and complies with all requirements under § 4.3, below.

- b. Eligible Employees shall receive the following contribution, based on the currently adopted vesting schedule:

Alternative Transitional Retirement Medical Benefits

Year of Retirement	Maximum Contribution*	
	EE+	Single
Between October 1, 2014 - December 31, 2014 + subsequent years	\$12,000	\$7,000
Between January 1, 2015 - December 31, 2015 + subsequent years	\$10,000	\$5,500
Between January 1, 2016 - December 31, 2016 + subsequent years	\$8,000	\$4,000
Between January 1, 2017 - December 31, 2017 + subsequent years	\$6,000	\$2,500
Between January 1, 2018 - December 31, 2018	\$4,000	\$1,000

Benefit will be prorated by the month of retirement (eg: January would be 100%, July would 50% of contribution.) Family versus Single rate determination is as of time of retirement.

*Adopted Schedule for Contribution

<u>Years of Service with the City</u> <u>(from date of permanent hire)</u>	<u>% of Contribution</u>
25 years	100%
20 years	75% plus 5% for each additional year
15 years	50% plus 5% for each additional year
10-15 years	25%
Less than 10 years	0%

4.3 Continuation of Coverage Option: Only those Continuation of Coverage -- Eligible Employee's, as defined above, who make an election to retire from the City no later than 90 days after the effective date of the this MOU, or December 31, 2014, which ever date occurs first, and who retire no later than September 31, 2016, are eligible for the Continuation of Coverage option set forth in this § 4.3.

- a. An Eligible Employee under this §4.3 is defined above in §4.1.a.
- b. An Eligible Employee must formally submit his or her election to retire from the City of South Lake Tahoe within 90 days following the effective date of the this MOU Agreement or December 31, 2014, whichever date occurs first.

- c. The Eligible Employee's separation of service retirement date must be no later than September 31, 2016, and prior to receipt of the third installment of the salary increase payable on October 1, 2016.
- d. The Eligible Employee must elect, at the time of separation, one of the following two options:
 - (i) Upon retirement, which must occur no later than September 31, 2016, continue to participate in the "City's Medical Plan" for medical benefits only (exclusive of dental, vision, or any other medical/health benefits that may be offered to employees), until the age of 65 (Medicare age) or no more than 120 months (ten years post retirement), whichever date occurs first; OR
 - (ii) Accept the City's 25-Years of Service Transitional Retiree Health Benefit (a defined contribution) as described below:
 - Within 30 days of date of the Eligible Employee's retirement separation from the City, the City shall contribute \$12,000 into the Retiree Health Savings Account (RHSA). Each year thereafter, for four continuous years, within 30 days of the annual anniversary date of Eligible Employee's retirement separation from the City, the City shall contribute the following into the RHSA:
 - Within 30 days of the first anniversary (12 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$10,000 into the RHSA.
 - Within 30 days of the second anniversary (24 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$8,000 into the RHSA.
 - Within 30 days of the third anniversary (36 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$6,000 into the RHSA.
 - Within 30 days of the fourth anniversary (48 months) from the date of Eligible Employee's retirement separation from the City, the City shall contribute \$4,000 into the RHSA.
- e. Eligible Employees electing to remain in the City's Medical Plan (as described in §4.3.d.(i) above) must complete and submit the Notice of Election to the HR Manager, in writing, within 90 days of the effective date of the this MOU of their decision that upon retirement they (1) elect to remain on the City's Medical Plan, which remains subject to change

and/or may be eliminated at any time at the City's sole discretion or (2) elect to accept the 25-Years of Service Transitional Retiree Health Benefit described in §4.3.d.(ii). Eligible Employees failing to file the approved written Notice of Election with the HR Manager within 90 days of the effective date of the this MOU or December 31, 2014, whichever date occurs first, will by definition and default be granted upon retirement the Alternative Transitional Retiree Medical Benefits (see section §4.3.2), which is distinctly different than the 25-Years of Service Transitional Retiree Health Benefit described in §4.3.d.(ii).

- f. Provided the City retains an employee medical plan, the City will cover the monthly medical plan premium for the Eligible Employee who elects to remain on the City's Medical Plan upon retirement as described in §4.3.d.i. above (shall not be a cash payment or have a cash equivalent); coverage shall be for the (Retired) Eligible Employee plus one dependent, under the terms and conditions set forth herein. The Eligible Employee/Retiree will be required to pay increases in monthly premiums above the monthly premium rate of the year in which they retire, at their own expense.
 - (i) The amount of the premium paid by the City will be reduced by the amount the City contributed to a defined contribution for the Eligible Employee between October 1, 2014 and September 31, 2016, if the Eligible Employee participated in the Defined Contribution Plan. The reduction in premium is intended to eliminate "double benefit" coverage (Retiree Medical Plan and Defined Contribution).
- g. Benefits will wholly and unequivocally expire should the City's Medical Plan be terminated, or upon the Eligible Employee/Retiree reaching age 65 (or becoming eligible for Medicare) or after ten years (120 months) of receipt of the benefit, whichever occurs first.
- h. Eligible Employees who elect to continue to participate as a member of the City's Medical Plan upon retirement (see previously, §4.3.d.(i)) recognize that the City continues to make no guarantee of medical/health plan design changes, premium rates and raises, deductibles, or the expectation of benefits; the City's Medical Plan is subject to change and/or may be eliminated at any time, which is the same dependency the City's Medical Plan has at this time.

4.4 Retiree Medical /Health Care:

- a. With the exception of those benefits described in sections 4.1, 4.2, and 4.3, above, all retiree health benefits contained in prior MOUs are hereby eliminated for employees retiring on or after the effective date of this MOU. Regardless of the employee's hire date, the City shall not provide any retiree health benefits, including medical, dental, and/or vision benefits, to employees retiring on or after the effective date of this

MOU, and these employees shall have no right to any future City sponsored medical, dental or vision benefits, or any City contributions to such coverage, except for the option to purchase at their own expense, the City Medical Plan, as set forth below in 4.4(b).

- b. Upon retirement, employees retiring under this MOU may purchase, at their own expense, the City Medical Plan, subject to applicable plan eligibility criteria and provided the City has such a plan. However, retirees are required to enroll in Medicare in the first month for which they become Medicare eligible. They may also purchase any of the available optional coverages offered to employees. The premium for retirees may be different than the premium for employees. The City makes no guarantee of rates, premiums or coverages that may or may not be available during an employees' retirement. The City shall make no contribution or payment towards any of these plans. Notwithstanding this paragraph, retirees retiring on or after the effective date of this MOU, are not guaranteed any vested right to enroll the City Medical Plan or any other optional coverage offered to employees, and the City reserves the right to change this benefit or its availability to retired employees at any time. Additionally, the availability to purchase, at own expense, the City Medical Plan ceases upon becoming eligible for Medicare (generally upon reaching age 65).

4.5 Retiree Medical Saving Account: The City's contributions to a Retiree Medical Savings Account (RMSA) for Association members, which began on January 1, 2008, are hereby terminated. All funds in the City's RMSA for Association members are hereby directed to be transferred to the City's Other Post Employment Benefit trust.

4.6 Legislative Changes: In the event legislation changes such that employer financed universal health is required through the State or Federal government, there will be an immediate re-opener to discuss the impact of the legislation on the current City plan for retirees.

SECTION 5. SICK LEAVE

5.1 Accrual - Except as otherwise provided for in this section, sick leave will accrue at the rate of eight (8) hours per month for full-time employees and used in accordance with the Personnel Rules. Part-time employees shall accrue sick leave on a prorated basis, given the ratio of the budgeted workweek to full-time status. The maximum amount of sick leave that can be accumulated is five hundred twenty (520) hours.

5.2 Sick Leave Accrual Limit - Employees shall cease to accrue additional sick leave when their accumulated sick leave balance reaches the five hundred twenty (520) hour maximum. Employees will begin accumulating sick leave at the rate specified in 5.1 once their accumulated sick leave drops below five

hundred twenty (520) hours. At no time will sick leave accrual exceed the five hundred twenty (520) hour limit.

- 5.3 Use of Catastrophic Leave - Beginning on the second full pay period in August 2000, employees shall have those hours in excess of five hundred twenty (520) hours placed in a catastrophic leave bank. Those employees with catastrophic leave may, at their discretion, use the catastrophic leave in lieu of regular sick leave without affecting merit pay. Once catastrophic leave has been used, it cannot be re-accrued.

Employees retiring with accrued Catastrophic Leave shall receive a payment equivalent to one-hundred percent (100%) of the unused balance in accordance with Section 5.6. Catastrophic Leave shall also be paid to the estate of an employee who dies while in active service at a rate equivalent to one-hundred percent (100%) of the unused balance in accordance with Section 5.6.

- 5.4 Donation of Sick Leave - Unit employees shall be allowed to donate one (1) day of sick leave (equivalent in hours to current shift assignment) to other Police Department employees within the Police Officers, Police Employees, Police Supervisors, General/Public Works and Administrative/Confidential units, who have experienced a serious illness or injury which is not covered fully by City paid time or insurance. The employee who is in need of donated sick time must have exhausted all compensatory time, sick leave and vacation time before other employees may make donations. Donation of sick leave will be available only to individuals who are absent from work for periods in excess of five (5) days and who have not exhausted their paid time off through repeated nonrelated illness or injuries which were not of a serious nature.

Maximum donation of sick leave shall be one (1) day (equivalent in hours to current shift assignment) per incident per donating employee. The final determination as to the recipient's eligibility for donated sick leave time shall be made by the Chief of Police. Any donated hours that remain in the recipient's bank after return to work from the qualifying incident, shall be pro-rated back to the individual donor's sick leave accounts.

- 5.5 Sick Leave Payout - Employees retiring from City service shall receive a payment equivalent to one hundred percent (100%) of the employee's unused sick leave balance on record on the date of retirement not to exceed five hundred twenty (520) hours. For purposes of Section 5.2 and Section 5.4, a retired employee would be defined as an employee who retired in accordance with the provisions of the Public Employees' Retirement System.
- 5.6 Personnel Who Die while in Active Service - The estate of any employee who dies while in active service with the City shall be paid an amount equivalent to one-hundred percent (100%) of the employee's unused sick leave balance on record on the date of death, not to exceed five hundred twenty (520) hours. Payment made on behalf of the deceased employee under this provision shall

be paid to any person so designated in writing by the employee or the heirs of the employee.

- 5.7 Payout Calculation - Payment for sick leave shall be determined by the base salary rate of pay for the position upon date of retirement. "Base salary" shall mean an employee's straight time of pay and shall not include overtime, skill pay, or other special salary differential(s) or pay.

SECTION 6. GRIEVANCES AND APPEALS FROM DISCIPLINARY ACTION

- 6.1 Grievances will be processed in accordance with Appendix B.
- 6.2 Appeals from disciplinary action will be processed in accordance with Appendix C.

SECTION 7. NO STRIKE

The Association, its members and representatives, agree during the term of this Agreement that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage, or work curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations or management or of employees not covered by this Memorandum of Understanding.

SECTION 8. HOLIDAYS

- 8.1 Official City Holidays - The official City holidays are:

- A) January 1*
- B) The third Monday in January/Civil Rights Day
- C) The third Monday in February
- D) The last Monday in May
- E) July 4
- F) The first Monday in September
- G) The second Monday in October
- H) Veteran's Day
- I) Thanksgiving Day
- J) The Friday immediately following Thanksgiving Day
- K) December 24**
- L) December 25**

Eight (8) hours of paid leave shall be granted to all eligible employees for each official City holiday.

*For purposes of computing overtime pay, New Year's holiday shall begin at 4 p.m. December 31.

**Whenever December 24th falls on Saturday or Sunday, the holiday will be the preceeding Friday by those staff who are off on the City-celebrated holiday. Whenever December 25th falls on Saturday or Sunday, the holiday will be observed on the following Monday.

8.2 Personnel Granted Holidays Off - Records Supervisors are not covered under Section 8.3 below and shall not be required to be on duty on official City holidays but shall be paid straight time for the day as if it were worked. If an employee's services are needed and required in the interests of public health, safety, or general welfare on an official holiday, the employee shall be compensated at his or her overtime rate for all hours worked on the City observed holiday. These employees may elect to accrue compensatory time-off hours.

8.3 Personnel Not Granted Holidays off - Personel in following classifications which must be staffed each day of the week are not granted official City holidays as days off with pay

Sergeants (including Sergeant Detectives),
Lieutenants,
Dispatch Supervisors.
CSO Managers
Parking Enforcement Supervisor
Code Enforcement Supervisor

In lieu thereof they shall receive one (1) day's pay (eight (8) hours) for each official City holiday. These additional day's pay shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation. This pay shall be calculated as follows: $(8 \text{ hours} * 12 \text{ holidays}) / 2080 = 4.62\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(5).

In addition to the holiday payments described in this Section 8.2, Dispatch supervisors who work a shift begining on an official City holiday will be allowed to have one-half of the total hours worked on the holiday added, at straight time, to his/her compensatory time off.

8.4 Holiday Pay Calculation – Holiday pay will be calculated based on base salary. "Base salary" shall mean an employee's straight time hourly base rate of pay and shall not include overtime, skill pay, or other special salary differential(s) or pay.

8.5 Floating Leave Hours – In addition to the Holiday Pay under Section 8.3, Sergeants shall be granted fifteen (15) hours of floating leave hours.

Floating leave hours may only be taken with the prior approval of the employee's Department Head or his/her designated representative, but said time off will not be unreasonably denied and is to be scheduled and its use authorized in the same manner as vacation time.

Should an employee feel they have been unreasonably denied, every effort will be made to resolve the problem on an informal basis. If these efforts do not resolve the problem, the City and Association agree that its representatives will meet and discuss the situation in an attempt to reach a satisfactory accord prior to the filing of a formal grievance.

Employees must use all floating leave hours within the calendar year earned. Any floating leave hours remaining on the books on December 31 of each year shall be paid to the employee. Payout calculation shall be based on base hourly rate of pay (straight time).

SECTION 9. P.O.S.T. CERTIFICATE PAY, EDUCATIONAL/INCENTIVE PAY, AND BILINGUAL PAY

- 9.1 POST Certificate Pay – Each sworn member of this unit shall receive two and one-half percent (2.5%) above the hourly base rate of pay contained in the approved salary plan, including holiday pay, for possession of the Intermediate POST Certificate and two and one-half percent (2.5%) above the base hourly rate of pay contained in the approved salary plan, including holiday pay, for possession of the Advanced POST Certificate, for a total of five percent (5%).

Civilian members of this unit who successfully complete a supervisor course, consisting of a minimum of 64 hours of training, approved by POST, and who have served satisfactorily for a period of two years as a supervisor at the South Lake Tahoe Police Department, shall receive five percent (5%) above the hourly base rate of pay.

- 9.2 Supervisory Leadership Institute – Sergeants shall receive five percent (5%) above the hourly base rate of pay contained in the approved salary plan for possession of Supervisory Leadership Institute (SLI) certification. Lieutenants are not eligible for Supervisory Leadership Institute pay.

Civilian members shall receive five percent (5%) above the hourly base rate of pay contained in the approved salary plan for comparable certification and/or training approved by the Chief of Police.

- 9.3 Bachelors'/Masters' Degree - Employees covered by this Memorandum of Understanding who possess a Bachelor of Arts/Science degree shall receive an additional two percent (2%) increase in hourly base rate of pay upon verification by the City. Employees who possess a Master of Arts/Science degree shall receive a five percent (5%) increase in hourly base rate of pay upon verification by the City. Employees shall not receive more than a total of seven percent

(7%) for holding a Bachelor of Arts/Science degree and a Master of Arts/Science degree.

- 9.4 Documentation - To be eligible to receive POST Certificate Pay and/or Educational Incentive Pay (Sections 9.1, 9.2, and 9.3), employees must submit proof of the degree and/or certificate within sixty (60) calendar days of receiving the degree and/or certificate. If the employee does so, POST Certificate Pay and/or Education Incentive Pay will begin retroactive to the date that the employee received the degree. If the employee fails to provide the proof of degree and/or certificate within sixty (60) calendar days, POST Certificate and/or Education Incentive Pay will begin during the next full pay period after the employee provides proof of the degree(s) to the City.
- 9.5 Bilingual Pay - The City will pay an additional \$50 per month to employees in this unit who are able to demonstrate bilingual capacity in Spanish. The testing will be administered through Human Resources. A written request for testing must be submitted to Human Resources. If the City determines that the employee is fluent in Spanish, the employee will be paid the bilingual differential effective the month in which the request for examination was submitted.

SECTION 10. TUITION REIMBURSEMENT

The City shall pay the cost of tuition and books for up to two (2) job-related classes of formalized study per semester or quarter, provided the cost of said classes is no more than normal tuition expenses at the most local college-level institutions, which includes the University of Nevada-Reno, Sacramento State, and Lake Tahoe Community College. To be eligible to receive tuition reimbursement benefits under this section, the course for tuition reimbursement must be approved by the City prior to the enrollment of the employee.

SECTION 11. SUPPORT DIVISION APPOINTMENTS

Support Division appointments to the position of Detective Sergeant shall be made at the discretion of the Chief of Police. Removal from said assignment is at the discretion of the Chief of Police and does not constitute disciplinary action.

While so assigned, Detective Sergeants shall receive an additional payment equal to five percent (5.0%) of their base hourly rate.

SECTION 12. SALARIES

12.1 Base Increases:

Employee salaries shall be increased as follows:

- 3.5% base salary increase, effective the first pay period containing October 1, 2014;

- 4.0% base salary increase, effective the first pay period following October 1, 2015; and
- 3.0% base salary increase for sworn employees, effective the first pay period in which employees commence sharing the cost of the employer contribution under Sections 17.3.

Salary ranges for each classification covered by this MOU shall also be increased as indicated above. Appendix E includes the Salary Table as of October 1, 2014, following implementation of the first increase noted above.

12.2 Longevity Pay – Effective the pay period that includes October 1, 2014, merit pay under this section and section 10-5 of the City’s Personnel Rules, shall be discontinued and replaced with the following longevity benefit. In addition, the “6th step” (previously provided in lieu of merit pay after 15 years of service) is eliminated.

a. Eligibility:

Regardless of hire date, all full-time employees who have worked for the City in a regular position, for at least ten continuous years are eligible for longevity pay.

b. Benefit: Eligible employees shall receive an additional 5% in pay (paid as an incentive pay rather than as 6th step in salary). This amount is not a one-time lump sum payment and shall be paid equally across pay periods. The benefit shall be considered pensionable compensation for all members with at least five years of City service. Any benefits received under this section 12.2 shall not affect an employee’s eligibility to receive Additional Longevity Pay under Section 12.3.

The 5% Longevity Pay provided by this section will be included in the base hourly rate when calculating all specialty pays set forth in in this Agreement in the Sections listed below.

- 5.7 Sick Leave Payout Calculation
- 8.4 Holiday Pay Calculation
- 8.5 Floating Leave Hours
- 9.1 POST Certificate
- 9.2 Supervisory Leadership Institute
- 9.3 Bachelors/Masters Degree
- 11 Support Division Appointment
- 12.3 Additional Longevity Pay
- 13.13 Vacation Sell Back Calculation
- 15 Compensatory Time
- 16 Administrative Leave

Longevity Pay will not be considered when calculating salary increases under Section 12.1.

12.3 Additional Longevity Pay

- a. Employees with at least ten (10) years of service with the City shall receive an additional five percent (5%) of their hourly base rate as longevity pay. This benefit is available to all eligible unit members.
- b. Employees with at least twenty (20) years of sworn law-enforcement service with the City shall receive an additional three percent (3%) of their hourly base rate of pay as longevity pay, for a total of 8% when combined with the benefit under 12.3.a .
- c. Employees with at least twenty (20) years of sworn law-enforcement service with the City **and** at least twenty-five (25) years of cumulative sworn law-enforcement service with any agency shall receive an additional two percent (2%) of their hourly base rate of pay as longevity pay, for a total of ten percent (10%) when combined with the benefits under 12.3.a. and 12.3.b. above.
- d. Longevity pay shall be calculated on the employee's hourly base rate. "Hourly base rate" shall mean an employee's hourly base straight time of pay and shall not include overtime, skill pay, or other special salary differential(s) or pay.

12.4 Deferred Compensation

All employees are eligible to participate in the deferred compensation program (457 Plan) by making an election to contribute pre-tax money into the account on a per pay period basis.

12.5 Deferred Compensation – City Matching

- a. Eligibility - Employees with five years of City service are eligible to participate in the City deferred compensation matching program. To receive this benefit, eligible employees must elect to participate in the City's matching contribution program during open enrollment of each year.
- b. Benefit - The City will provide a matching contribution of up to fifty percent (50%) of the employee's contribution, up to a maximum contribution by the City of \$1,500 per employee (estimated at \$58 per pay period) per fiscal year. The City's match shall be made according to the following:
 - (i) The City's match will be paid in equal installments, rounded to the nearest dollar. The City's matching contribution shall be made to the employee's ICMA 401(a) Plan account.
 - (ii) Employee's becoming eligible for this benefit after the start of the fiscal year, will receive a pro-rated portion of the annual \$1,500 maximum City contribution, payable to their 401(a) account in equal installments,

rounded to the nearest dollar over the remaining number of pay periods in the fiscal year.

- (iii) Where an employee elects during open enrollment to contribute to the ICMA 457 in one lump sum amount (IE: elects to make their entire contribution to the ICMA 457 plan in a single month), the City Matching Funds will begin as of the pay period in which the lump sum deposit is made and will be payable in equal installments, rounded to the nearest dollar based on the number of pay periods remaining in the fiscal year.
- (iv) Employees reaching five years of continuous regular employment during the fiscal year will receive a pro-rated matching contribution for the remainder of that fiscal year, based on the first of the month following the employee's fifth year of service.
- (v) For fiscal year 2014-2015 only, the matching funds will be contributed by the City between January 1 and September 30. So long as the employee contributes a total of \$3,000 over the full fiscal year, they will receive the full matching contribution of \$1,500 by September 30.

SECTION 13. VACATION LEAVE

- 13.1 Entitlement to Take Vacation – All permanent employees shall be entitled to take vacation leave with pay. Vacation may be taken following completion of six (6) months service in a permanent position.
- 13.2 Probationary Employees - At such time a probationary employee becomes a permanent employee, said employee shall receive earned vacation benefits from the initial date of continuous employment as a probationary employee, pro-rated according to the number of hours worked under probationary status.

This section, 13.2, applies to an employee's initial probationary status and does not apply to employees on probation as a result of a promotion.

- 13.3 Computing Vacation - Annual vacation shall be accrued equally across the 26-pay periods in each year. For the purpose of computing annual vacation leave, one vacation day shall equal eight (8) hours. Permanent employees who regularly work less than the number of hours established as full-time shall be credited with vacation on a prorated basis considering the number of hours worked. Vacation leave shall be earned in accordance with the following schedule.

<u>Service Years</u>	<u>Vacation Hours Accrued per Year</u>
0 through 5 years:	88 hours
Beginning year 6:	128
Beginning year 11	168
Beginning year 15:	176
Beginning year 18:	184

- 13.4 Additional Vacation Accrual - Employees may elect to purchase up to forty (40) additional hours of vacation per year. Employees who elect this additional purchase will take a reduction in pay equivalent to the additional hours purchased; the purchase may be spread out over a period not to exceed twenty-six (26) pay periods. An employee's election to purchase additional vacation shall not raise the employee's vacation balance above 240 hours. Should an employee's vacation balance reach the 240 hour cap, no further purchase will be permitted until said employee reduces their vacation balance below 240 hours.
- 13.5 Timing of Vacation - The time when an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard to the needs of service. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the Department Head. The total number of accrued vacation hours which may be carried over for an employee from one calendar year to the next shall be limited to two-hundred forty (240) hours.
- 13.6. Maximum Vacation Accrual - Effective June 1, 2015, the maximum vacation accrual shall be capped at two-hundred forty (240) hours. Once an employee's vacation balance reaches this 240-hour cap, accrual of vacation shall be suspended until an employee's vacation leave balance is reduced below the 240-hour cap.
- 13.7 Pay for Unused Vacation - Upon termination from employment with the City, every permanent or probationary employee who has served the City for six (6) months or more shall be paid for all unused vacation earned prior to said termination date. Payment for unused vacation shall be in accordance with 13.13.
- 13.8 Holidays During Vacation - In the event one or more holidays fall within an employee's annual vacation leave, such holiday shall not be charged as vacation leave unless said employee receives holiday pay for that day.
- 13.9 Vacation as Sick Leave - A permanent employee or probationary employee, employed for a period longer than six (6) months, may use vacation leave upon the exhaustion of accrued sick leave and compensatory time where applicable.
- 13.10 Partial Vacation - Employees may use earned vacation time in increments of less than one day, subject to the approval of the Chief of Police or designee.
- 13.11 Requesting Vacation - Vacation requests may be made at any time by an employee on the forms approved by the Chief of Police or designee. However, requests should be processed a minimum of five (5) working days prior to start of vacation to permit proper planning of staff needs and work assignments.

Vacation approval procedure may vary between departments to reflect staffing needs.

13.12 Vacation Sell Back - Employees may elect to sell back to the City up to eighty (80) hours of accrued, but unused, vacation per year in accordance with 13.13. To be eligible to sell back unused vacation, the employee must (1) have used at least 40 hours of leave time, including vacation, compensatory time, and floater holiday, during the previous 12 months, and (2) have no less than sixty (60) hours of vacation accrued after the hours have been sold back to the City. The minimum number of hours that can be sold back to the City at any one time is ten (10) hours.

13.13 Vacation Sell Back Calculation -When selling vacation back to the City under 13.12 or pay for unused vacation under 13.7, vacation shall be calculated based on the regular FLSA pay rate.

SECTION 14. UNIFORMS

14.1 Uniform Allowance - Uniform allowances are hereby authorized for employees required to wear standardized clothing in the performance of assigned duties. Employees eligible for uniform allowance and the authorized rate of compensation for such allowance are as follows:

Employee Classification	Rate of Compensation
Lieutenant	\$1000.00 per year
Police Sergeant	\$1000.00 per year
Dispatch Supervisor	\$ 575.00 per year
Records Supervisor	\$ 575.00 per year
CSO Manager	\$ 575.00 per year
Parking Enforcement Supv	\$575.00 per year
Code Enforcement Supv	\$575.00 per year

Police personnel are eligible for payment of uniform allowance only after completion of the initial probationary period. Uniform allowance is paid in two lump sum installments in June and December and not prorated at start or end of employment but paid in lump sum on designated dates.

14.2 Damaged Uniforms and Equipment - Uniforms and required equipment for Police Department employees, if damaged in the line of duty and not due to the negligence or willfull misconduct of the employee concerned, shall be replaced by the City. Such damaged uniforms or equipment must be turned in by the employee to their immediate supervisor with a written request for replacement. The request shall briefly state the facts and circumstances which caused the uniform or equipment to be damaged.

14.3 Safety Equipment

- a. The City shall provide to all newly hired sworn personnel, and to current sworn personnel who were not issued the specified equipment, and to replace for all sworn personnel as necessary, the following items:

- | | |
|--------------------|-------------------|
| 1) Sam Brown belt | 7) Riot helmet |
| 2) On-duty holster | 8) Belt keepers |
| 3) Magazine Holder | 9) Baton holders |
| 4) Handcuffs | 10) Handcuff case |
| 5) Baton | 11) Flashlight |
| 6) Whistle | 12) Raincoat |

This equipment shall remain the property of the City and shall be returned to the City when the employee terminates or when ordered by the Chief of Police.

- b. The City shall provide a weapon of its choosing to sworn personnel. All sworn personnel hired prior to October 1, 1998 may provide a weapon which meets Departmental approval, at the employee's cost. The City will not be required to reimburse the employee for the cost of the weapon. However, all sworn personnel hired after that date must carry the department issued Glock model #22 or #23, .40 cal semi auto pistol. Weapons provided by the City shall remain the property of the City and shall be returned by the employee at the time of termination or when ordered by the Chief of Police. However, an employee who retires or leaves the department in good standing will have the option of purchasing the weapon at its appraised value. The purchase will be subject to the approval of the Chief of Police.
- c. A protective vest shall be provided to all sworn personnel who desire one. Vests provided by the City shall remain the property of the City and shall be returned by the employee at the time of termination or when ordered by the Chief of Police
- d. All sworn personnel, and other personnel as determined to be appropriate by the Chief of Police, shall be provided with the following items: foul weather hat, foul weather jacket, foul weather boots and gloves. Replacement of the items identified in this paragraph will be the responsibility of the employee as part of their uniform allowance. Upon separation from the department, the employees will retain ownership and possession of the items listed in this paragraph except that any employee whose service terminates within twelve (12) months from the date of issue of these items, shall refund to the City through the department, one-half (1/2) of the City's cost of said items or shall return these items to the department prior to receiving a final pay check. Should an employee fail to return the

item or refund one-half (1/2) of the City's cost by the time the final paycheck is to be given the employee, the City is specifically authorized by the Association, as the employee's representative, to withhold the necessary amount from the final paycheck. Employees whose service with the City terminates more than twelve (12) months after having been issued said items, shall not be required to reimburse the City for any of the costs associated with said items and shall, in addition, retain ownership and possession of the items listed in this paragraph.

- e. Replacement of the items identified in this agreement will occur when it has been deemed necessary by the employee's immediate supervisor. In the event, unauthorized or negligent use results in damage to any of the issued items identified in this agreement, the employee will be responsible at his or her own cost to provide replacement of the item or items.
- f. All safety equipment identified above, and uniform items issued by the City shall only be used for on-duty job performance. In the event any of the equipment or uniform items issued are used or worn in a non-job situation, the employee will be subject to disciplinary action.

SECTION 15. COMPENSATORY LEAVE

Employees who work in non-exempt classifications may accumulate up to a total of one hundred twenty (120) hours of compensatory time off. Within budgetary limits and the provisions of the Fair Labor Standards Act, employees may elect pay or time-off for overtime even though the one hundred twenty (120) hour limit has not been reached.

Compensatory time is paid out at the time of separation from employment or upon promotion to an exempt classification.

SECTION 16. ADMINISTRATIVE LEAVE

Exempt employees in the following classifications are entitled to participate in the City's Administrative Leave Program:

Lieutenant

SECTION 17. RETIREMENT PLAN

- 17.1 Contributions - Contributions to the retirement plan by the employee and the City shall be in accordance with the rules and regulations of the Public Employees' Retirement System (CalPERS) and the provisions of this Memorandum of Understanding.

17.2 Definitions:

- a. Retired Employee means: an employee who retires from the City of South Lake Tahoe under the provisions of the Public Employees' Retirement System.
- b. New Member means:
- (i) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;
 - (ii) A unit member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code § 7522.02(c) and related CalPERS reciprocity requirements; or
 - (iii) A unit member who was an active member in CalPERS with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.
- c. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 21, 2012 who do not meet the definition of "New Member" under Government Code § 7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

17.3. Sworn Retirement Benefits:

a. Retirement Plan for Sworn Employees Hired On or Before July 1, 2006

Sworn Employees hired on or before July 1, 2006 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section 17.3a shall mean the single highest year of pensionable compensation.

Each employee covered by Section 17.3a shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine percent (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by Section 17.3.a shall pay, through payroll deduction, the 100% of the nine percent (9%) member contribution plus an additional three percent (3%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant

to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the above referenced three (3%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in Section 17.3a.

b. Retirement Plan for Sworn Employees Hired After July 1, 2006 but Before November 14, 2010

Sworn Employees hired after July 1, 2006 but before November 14, 2010 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section 17.3b. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by Section 17.3b shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by Section 17.3b shall pay, through payroll deduction, the 100% of the nine (9%) member contribution plus an additional three (3%) of PERSable compensation for a total contribution of twelve (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the above referenced three (3%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in Section 17.3b.

c. Retirement Plan for Sworn Employees Hired After November 13, 2010, but Before January 1, 2013, and Classic Members, as Defined by CalPERS

Sworn Employees hired after November 13, 2010 but before January 1, 2013, and Classic Members, as defined by CalPERS shall receive the 3% at 55 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section 17.3c. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by Section 17.3c shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is nine (9%).

Effective upon approval of the contract amendment by CalPERS, employees covered by Section 17.3c shall pay, through payroll deduction, the 100% of the nine (9%) member contribution plus an additional three (3%) of PERSable compensation for a total contribution of twelve (12%) toward the cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, within thirty (30) days of execution of this MOU by both parties, the above referenced three (3%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The Association and the City will take all actions necessary to implement the pension cost sharing agreement described in Section 17.3c.

d. Retirement Plan for Sworn Employees Hired On or After January 1, 2013, Who Are Not Classic Members

Sworn Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 retirement benefit.

For purposes of determining a retirement benefit, final compensation for unit members covered by Section 17.3d. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Government Code § 7522.04(g), unit members covered by Section 17.3d. shall pay, through payroll deductions, fifty percent (50%) of total normal cost of their retirement plan as determined annually by CalPERS.

17.4 Retirement Benefits for Miscellaneous Members

a. Retirement Plan for Miscellaneous Members Hired On or Before March 20, 2012

Miscellaneous Employees hired on or before March 20, 2012 in this unit shall receive the retirement benefit of 2.7% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 17.4.a. shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 17.4.a. shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 7%.

b. Retirement Plan for Miscellaneous Members Hired After March 20, 2012 but Before January 1, 2013, and Classic Members, as Defined by CalPERS

Miscellaneous employees hired after March 20, 2012 but before January 1, 2013 and classic members as determined by CalPERS, shall receive the retirement benefit of 2% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 17.4.b. shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 17.4.b. shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 7%.

c. Retirement Plan for Miscellaneous Members Hired On or After January 1, 2013, Who Are Not Classic Members

Miscellaneous employees hired on or after January 1, 2013 who are new members as defined by CalPERS shall receive the retirement benefit of 2% at 62.

For purposes of determining a retirement benefit, final compensation for unit members covered by this section, 17.4.c., shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

As required by Government Code § 7522.04(g), unit members covered by this Section 17.4.c. shall pay, through payroll deductions, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

- 17.5 Specific details regarding this retirement plan are available to employees from the City's Human Resources Department. Employee contributions shall be made in accordance with Section 414.h(2) of the IRS code wherein the payment to PERS is made pre-tax.
- 17.6 The City shall notify members under Section 17.3.d and 17.4.c., of the monthly contribution for the next CalPERS fiscal year in the first quarter of the calendar year, or as soon as reasonably practical, following CalPERS publication of the required contribution rate.
- 17.7 After this MOU terminates at twelve o'clock midnight on September 30, 2017, the status quo ante for all purposes shall be defined as the current language of Section 17. This means that the employee additional payment of 3% of PERSable compensation, as described in Section 17.2, toward the City's normal cost of pension benefit shall continue beyond the expiration of this MOU.

SECTION 18. PAY FOR CALL-BACK AND COURT TIME FOR NON-EXEMPT CLASSIFICATIONS

- 18.1 Call-Back - An employee recalled to work outside of and not continuous with regularly scheduled hours, shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay.
- 18.2 Court Time - Employees who are ordered to report to work during their off-duty hours for the purpose of appearing in court and who do so at the specified time, shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay.

SECTION 19. ALTERNATE ASSIGNMENTS

- 19.1 Emergency Assignments - Employees called to work on an emergency basis at a time other than during the employee's regularly assigned shift shall be paid at a rate of one and one-half (1-1/2) times the employee's regular rate of pay and for a minimum of three (3) hours. Employees receiving compensation under this section, 19.1, are not eligible to simultaneously receive compensation under section 18.1- Call-Back.
- 19.2 Simulcast - When civilian personnel are assigned to simulcast, said personnel will receive \$5 per hour for every hour simulcast.

SECTION 20. PERSONNEL ASSIGNMENTS

20.1 Sworn Employee Shift Rotation and Sign up

Sworn Employee Sign up for patrol shift rotation shall begin a minimum of four (4) weeks prior to the actual date of the rotation. The Department shall endeavor to post new assignments for a minimum of two (2) weeks prior to taking effect. Employees are expected to complete the shift sign-up list as soon as possible after it has been posted. Normal shift sign-up procedures will remain in effect, and will be conducted on a seniority basis.

July 4 and New Year's Eve - Two (2) weeks in advance of the holiday, the City shall post, on the official bulletin boards, a list of employees scheduled to work.

20.2 Sworn Employee Work Period, Work Schedules, and Overtime

Sworn staff will be compensated for eighty (80) hours each 14-day work period.

The regular work schedule for sworn employees shall be four (4) consecutive days, each consisting of ten (10) hours to include on-duty meal time. Each employee shall receive three (3) normally scheduled and consecutive days off per week. Subject to the duty to meet and confer, the Chief reserves the right to adjust the scheduled start and stop times and the days of work to meet citizen (operational) needs within the "4/10-4 days of work, 3 days off" work schedule framework.

Upon the request of the City or the Association, the parties agree to discuss changes in the 4/10 work schedule (such as to a 3/12 schedule), however any change in 4/10 work schedule must be mutual, voluntary, and in writing.

The City shall compensate employees at a rate of one and one-half (1 ½) times their regular rate of pay, as that term is defined by the FLSA, for all hours paid over eighty (70) hours in a 14-day period.

Lieutenants are FLSA exempt employees and not subject to this section, 20.2.

20.3 Civilian Employee Work Schedule and Overtime – Employees assigned to work in Records shall work a 5/7 work schedule. Employees assigned to work in Dispatch or Community Service shall work a 4/10 work schedule.

The City shall compensate employees at a rate of one and one-half (1 ½) times their regular rate of pay, as that term is defined by the FLSA, for all hours paid over forty (40) hours in a 7-day period.

SECTION 21. RESIDENCY RESPONSE TIME

The City and Association agree that it is reasonable for Association members to reside in the following locations:

Tahoe Basin:
South Shore north on Highway 79 Cascade Property Closure
Tahoe City south on Highway 79 to Granlibakken
Tahoe City east and south to South Shore
East of Carson Pass
East of Echo Summit
Carson City
Dayton (developed area)
Gardnerville/Minden
South on Highway 395 to Topaz Lake Area
Markleeville

SECTION 22. NICOTINE USE RESTRICTIONS

Employees covered under this agreement are prohibited from using nicotine products of any kind while on duty. Employees who violate this section shall be subject to disciplinary action.

SECTION 23. ANTI-NEPOTISM

The City will not hire, promote, or transfer employees into a position that would result in any person related by consanguinity or marriage being employed as:

- (1) a safety dispatcher, or any other position that is involved in dispatching police department and/or and fire department employees to emergencies;
or
- (2) a safety officer position that receives dispatches, such as police and fire department employees, if that hiring, promotion or transfer would result in one-related individual dispatching another. The restricting on hiring shall apply unless the current City employee resigns.

The anti-nepotism clause shall not apply to police officers who are temporarily assigned to, or working overtime in, dispatch.

Nothing in this section is intended to supersede City Personnel Rules §7.7 Anti-Nepotism.

SECTION 24 SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law, and said provisions as may be declared so invalid shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect.

SECTION 25. ASSOCIATION/CITY BUSINESS

One hundred and forty-four (144) hours per contract year relief from duty will be granted for conducting Association and City business. For this purpose, relief from duty includes the scheduled time off at a later date for those off duty employees who participate at the City's request on committees and in training programs. When an employee is off duty, time off will be earned, hour for hour, for attendance to City/Association meetings. These hours are limited to and in conjunction with the above 144 hours. The relief time includes time needed for meet and confer meetings and does not include time for administration of grievances and disciplinary appeals. The Association must give notice of intent to use the relief time at least one week in advance of the time off. Departmental approval of the relief time off will be based on the staffing requirements of the Department. Unused time may not be carried forward into the next calendar year.

SECTION 26. BEREAVEMENT LEAVE

Employees shall be allowed 40 hours time off per year for bereavement in the event of the death of one of the following: parents, step parents, spouse, registered domestic partner, child, stepchild, grandchild, brother, sister, step brother, step sister, current parents-in-law, current sister or brother in-law and grandparent or grandparent-in-law. In no event will an employee be eligible to receive more than a total 40 hours per calendar year for bereavement leave.

SECTION 27. REOPENERS

27.1 Wages

If the City's audited Net Fund Balance in 2015 is 5% above the 2014 balance and the City's audited Net Fund Balance in 2016 is 5% above the 2015 balance, the City and the Association agree to reopen negotiations, upon request by the Association, over wages and benefits for fiscal year 2016/2017.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 5th day of May, 2015.

SOUTH LAKE TAHOE POLICE SUPERVISORS' ASSOCIATION

CITY OF SOUTH LAKE TAHOE

BY: [Signature]
Shannon Norrgard

BY: [Signature]
Hal Cole, Mayor

BY: [Signature]
Naron Donato

BY: [Signature]
Tom Watson, City Attorney



ATTEST: [Signature]
Susan Alessi, City Clerk

APPENDIX A

CLASSIFICATIONS IN THE POLICE SUPERVISORS ASSOCIATION COMMITTEE

Police Lieutenant

Police Sergeant

Public Safety Dispatch Supervisor

Police Records Supervisor

CSO Manager

Code Enforcement Supervisor

Parking Enforcement Supervisor

POLICE GRIEVANCES

Section 1 - APPLICATION

To establish a mutually satisfactory and timely method of settlement of grievances, the following procedure is available to all employees covered by this Memorandum of Understanding.

Section 2 - DEFINITION

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, or other rules and regulations adopted by the City Council which govern personnel practices and working conditions.

No proposals to add to, amend, or terminate a memorandum of understanding nor any issue arising out of or in connection with such a proposal may be considered under this grievance procedure.

No complaint concerning the payment of compensation to an employee shall be considered under this grievance procedure, unless it alleges a specific violation of the provisions of this Memorandum of Understanding or the City Personnel Rules. No adjustment of compensation resulting from a grievance under this procedure shall be retroactive for more than one (1) year from the date upon which the complaint was filed.

Section 3 - REPRESENTATION/NO REPRISAL

A grievant may be presented by individual(s) of his or her choice in preparing and presenting a grievance at any stage of this procedure.

The City shall grant a reasonable amount of paid release time from work for one employee as identified by the grievant to assist the grievant in preparing and presenting the grievance at any level of this procedure.

Where the grievant has identified a representative or representatives, such representative(s) shall be notified of all formal actions occurring on the grievance.

No employee shall be subject to restraint, coercion or reprisal as a result of filing a grievance under this procedure.

Section 4 - TIME LIMITS

Failure of the employee to act within the required time periods specified for any level of this procedure shall result in a resolution of the grievance at the last step pursued. Failure of the City to act within the required time periods shall result in an automatic advancement of the grievance to the next step of the procedure. Time limits specified in this procedure may be extended by mutual written agreement between the grievant or his/her representative and the City.

The term "submitted to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business.

Section 5 - PROCEDURES

Every attempt shall be made by the parties to settle the issue at the lowest level of this procedure. Only upon mutual written agreement between the parties involved may any stage of this grievance procedure be waived.

Step I. IMMEDIATE SUPERVISOR

Within thirty (30) calendar days following knowledge of the event or action on which the grievance is based, the employee shall notify his/her immediate supervisor either orally or in writing of the nature of the grievance. Within ten (10) working days of being notified of the grievance, the supervisor shall meet with the grievant, investigate the alleged grievance, and provide the grievant an answer.

Step II. DIVISION MANAGER

If the grievance is not resolved in Step I, the grievant may notify his/her division manager either orally or in writing of the grievance. Within ten (10) working days of being notified of the grievance, the division manager shall meet with the grievant, investigate the alleged grievance, and provide the grievant an answer.

Note: This step of the process should be repeated when two levels of management exist between the immediate supervisor and the Department Head.

Step III. POLICE CHIEF

If the grievance is not resolved in Step II, the grievant may submit a written grievance to the Police Chief within ten (10) working days of receiving the Step II response.

The written grievance shall contain the following information:

1. The name of the grievant(s).
2. The specific nature of the grievance.
3. The date, time and place of the event or action on which the grievance is based.
4. The provision(s) of the agreement or rule(s) alleged to have been violated.
5. Date discussed with supervisor and a copy of the supervisor's response if that response was in writing.
6. The action of the grievant believes will resolve the grievance.
7. The name of the representative(s), if any, chosen by the grievant to participate in the grievance procedure.

If the Police Chief believes the grievant has failed to provide this information, he/she shall inform the grievant of the deficiency(ies) and the grievant shall be given five (5) working days to perfect and resubmit the grievance.

The Police Chief shall investigate the issues, meet with the grievant, and attempt to reach a satisfactory resolution of the grievance. No later than ten (10) working days

after receipt of the grievance, the Department Head shall issue a written response. Copies of the response shall be sent to all parties involved in the grievance, including the employee, the employee's representative(s), the immediate supervisor and managers, and the Human Resources Manager.

Step IV. CITY MANAGER

If the grievant is not satisfied with the resolution presented by the Police Chief, he/she may appeal that decision to the City Manager. Such appeal must be received in writing by the City Manager no later than ten (10) working days after receipt of the Department Head's response. The written notice of appeal shall include the resolution sought, a copy of the Step II grievance, and the Department Head's response. If the City Manager believes the grievance is incomplete, he/she shall notify the grievant and his/her representative and the grievant shall be given five (5) working days to perfect the appeal.

The City Manager may appoint a designee, who shall not be the concerned Department Head, to hear the grievance.

The City Manager or his/her designee shall set a meeting date which will not be more than fifteen (15) working days after receipt of the appeal by the City Manager. The grievant, the concerned Department Head, and any other parties requested by the City Manager/designee or the grievant shall attend the meeting and present oral or documentary evidence relevant to the grievance. The City Manager or his/her designee may conduct such other independent investigation of the grievance as he/she deems necessary.

Within ten (10) working days following the meeting, the City Manager or his/her designee shall issue a written decision to all parties directly involved in the grievance.

Step V HEARING BOARD

If the resolution presented by the City Manager or designee is not satisfactory to the grievant, the grievant may, within ten (10) working days from receipt of the decision, submit a written request to the City Manager for a hearing by an outside hearing board.

The outside hearing board shall be selected as follows:

- -two (2) members selected by the grievant;
- -two (2) members selected by the City;
- -one (1) person from the community mutually agreed upon by the grievant and City.

The grievant or his/her representative shall notify the Human Resources Manager of the names of their selected members within ten (10) working days after submitting the request for the hearing to the City Manager. The Human Resources Manager shall notify the grievant of the City's selected members within ten (10) working days after receiving notice of the grievant's choices. Within ten (10) working days after their individual members are named, the two parties shall agree upon the fifth member.

The hearing board will convene within twenty (20) working days after final designation of all five (5) members.

All interested parties shall be notified by the Human Resources Manager in writing of the date, time and place of the hearing at least ten (10) working days prior to the hearing.

Upon mutual agreement and with the consent of the hearing board, the City and the grievant may submit written materials to the hearing board in lieu of holding a hearing.

If the grievant is not represented by the Association, the Association shall have standing at any hearing as a party of interest.

The hearing of the grievance shall be conducted under the following rules:

- a.) All hearings shall be private; provided, however, that the grievant may request a hearing open to the public.
- b.) Proceedings of the hearing shall be recorded but not transcribed except at the request of either party. The party requesting the transcript shall bear the expense involved unless shared expenses are agreed to by both parties. Should either party request transcripts, a copy shall be made available to the other party.
- c.) Either the City or the grievant may call any individual as a witness. The hearing board shall (as legally authorized by City Council action) issue subpoenas by request of either party. If a witness(es) called is a City employee, the City agrees to grant paid release time from work for the period of testimony. The grievant shall appear in person at the hearing, unless physically unable to do so.
- d.) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
- e.) Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
- f.) Oral evidence shall be taken only on oath or affirmation.
- g.) The hearing board shall determine relevancy, weight, and credibility of testimony and evidence, and shall base its findings on the preponderance of evidence.
- h.) The hearing board shall render its findings in writing as soon after the conclusion of the hearing as possible.

- i.) The jurisdictional authority of the hearing board shall be confined exclusively to the interpretation of the explicit provisions or rules which may be at issue in the grievance. The hearing board shall have no authority to add to, delete from, alter, or amend any provision of this agreement or of any other City rules, or impose on any party a limitation or obligation not exclusively provided for in this agreement or other City rules, or to alter any salary rate or structure.

A copy of the hearing board's decision shall be furnished to all parties to the grievance.

Each party shall bear the cost of its own presentation including preparation and post hearing briefs.

The decision of the hearing board shall be binding upon both parties to the grievance.

POLICE DISCIPLINARY APPEALS PROCEDURE

Section 1 - APPLICATION

The disciplinary appeals procedure described herein shall be available to all permanent status employees covered by this Memorandum of Understanding. It shall not be applicable to probationary employees.

Section 2 - DEFINITION

As used in this procedure, disciplinary action shall mean discharge, demotion, reduction in pay, transfer for purposes of punishment, suspension without pay, or written reprimands. Suspensions without pay for periods of less than three (3) working days or written reprimands shall not be subject to the pre-action requirements of this procedure and may be appealed only to the City Manager Review level. The City Manager's decision on such appeals shall be final.

Suspension without pay shall be scheduled on consecutive days. In no event shall such suspension be imposed against vacation and/or compensatory time off previously earned by an employee.

Nothing in this section is intended to deprive an employee of any rights allowed under the Peace Officers Bill of Rights.

Section 3 - REPRESENTATION/NO REPRISAL

An employee may be represented by individual(s) of his/her choice at any and all stages of this appeal process. The City shall grant a reasonable amount of paid release time from work for one employee to assist the appellant in preparing and presenting an appeal at any level of this procedure.

When an employee whom the City is proposing to discipline or whom the City has disciplined has identified a representative or representatives, such representative(s) shall be notified of formal actions taken in the disciplinary process.

In the case of disciplinary actions consisting of suspensions without pay for less than three (3) days or written reprimands, employees shall be given notification sufficiently in advance to allow a representative to be present during the presentation of the disciplinary document.

No employee shall be subject to restraint, coercion or reprisal as a result of filing an appeal under this procedure.

Section 4 - TIME LIMITS

Failure of the employee to file an appeal within the required time periods specified for any level of this procedure shall constitute an abandonment of the disciplinary action appeal. Failure of the City to act within the required time periods shall result in an automatic advancement of the appeal to the next step. Time limits specified in this procedure may be extended by mutual written agreement between the employee or his/her representative and the City.

The term, "submit to" as used in this procedure shall mean the actual delivery of the document to the addressee's normal place of business.

Section 5 - PRE-ACTION PROCEDURE

A. Action Proposed by Police Commander

Prior to imposing disciplinary action involving a suspension without pay of three (3) or more working days, reduction in pay, demotion, transfer for purposes of punishment, or discharge, the Police Commander shall first provide the employee an advance written notice of the proposed action including the following:

1. The specific disciplinary action be proposed.
2. The specific grounds and particular facts upon which the action is based.
3. Copies of all documents and materials upon which the action is based or access to such material at a reasonable time.
4. Notification that the employee has a right to respond to the charges either orally, in writing, or both prior to the implementation of the discipline, and that such response must be made to the Department Head within five (5) working days of the date the employee receives the notice.

B. Police Chief Review

The Police Chief shall issue a written decision on the proposed disciplinary action within five (5) working days of hearing or receiving the employee's response. Copies of this decision shall be sent to all parties directly involved in the discipline, including the supervisor or manager, the employee, his/her representative, and the Human Resources Manager.

Section 6 - POST-ACTION APPEAL

A. City Manager Review

The employee has the right to submit an appeal of the Department Head's decision to the City Manager within ten (10) working days after receipt of the written decision. Any such appeal must be in writing, explaining the action being appealed, the reasons for the appeal, and the action the employee desires be taken.

The City Manager may appoint a personal designee, who shall not be the concerned Department Head or others directly involved in the disciplinary action, to hear the appeal. The City Manager or his/her designee shall set a meeting date which shall not be more than fifteen (15) working days after receipt of the appeal by the City Manager.

The appellant, the Department Head, and any other parties requested by the City Manager/designee or the appellant shall attend the meeting and present oral and/or documentary evidence relevant to the disciplinary action. The City Manager or his/her designee may also conduct such other independent investigation of the charges and discipline as he/she deems necessary.

Within ten (10) working days following the hearing, the City Manager or his/her designee shall issue a written decision to all parties involved. The designee has the authority to affirm, repeal or modify the disciplinary action taken.

The City Manager's review may be waived by mutual agreement between the appellant and the City.

B. Hearing Board

The employee has the right to appeal the decision of the City Manager's designee by submitting to the City Manager a written request for a hearing by an outside hearing board. Such appeal must be submitted to the City Manager within ten (10) working days after receipt of the designee's decision.

The outside hearing board shall be selected as follows:

- two (2) members selected by the grievance;
- two (2) members selected by the City;
- one (1) person from the community mutually agreed upon by the grievant and the City.

The grievant or his/her representative shall notify the Human Resources Manager of the names of their selected members within ten (10) working days after submitting the request for the hearing to the City Manager. The Human Resources Manager shall notify the grievant of the City's selected members within ten (10) working days after receiving notice of the grievant's choices. Within ten (10) working days after their individual members are named, the two parties shall agree upon the fifth member. The hearing board will convene within twenty (20) working days after final designation of all five (5) members.

All interested parties shall be notified in writing by the Human Resources Manager of the date, time and place of the hearing at least ten (10) working days prior to the hearing.

Upon mutual agreement and with the consent of the hearing board, the City and the grievant may submit written materials to the hearing board in lieu of holding a hearing.

The hearing shall be conducted under the following rules:

1. All hearings shall be private; provided, however, that the appellant may request a hearing open to the public.
2. Proceedings of the hearing shall be recorded but not transcribed except at the request of either party. The party requesting the transcript shall bear the expense involved unless shared expenses are agreed to by both parties. Should either party request transcription, a copy shall be made available to the other party.
3. Either the City or the appellant may call any individual as a witness. The hearing board shall (as legally authorized by City Council action) issue subpoenas by request of either party. If a witness(es) called is a City employee, the City agrees to grant paid release time from work for the period of testimony. The appellant shall appear in person at the hearing, unless physically unable to do so.
4. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determinations of the truth.
5. Each party shall have the following rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; and to rebut the evidence against him/her.
6. Oral evidence shall be taken only on oath or affirmation.
7. The hearing board shall determine relevancy, weight, and credibility of testimony and evidence, and shall base its findings on the preponderance of evidence.
7. The hearing board shall render its findings in writing as soon after the conclusion of the hearing as possible.
9. The hearing board may sustain or reject any or all of the charges filed against the employee and/or sustain, reject, or modify the disciplinary action invoked against the employee.

A copy of the hearing board's decision shall be furnished to all parties directly involved in the disciplinary appeal.

Each party shall bear the cost of its own presentation including preparation and post hearing briefs.

The decision of the hearing board shall be binding upon both parties to the appeal.

**City of South Lake Tahoe Police Department
Physical Examination Program**

Option #1

Obtain City physical through City contracted provider. Contact the Police Department program administrator (currently the Dept. Administrative Assistant) for assistance in scheduling appointment. Physical is currently through Barton Hospital/Occupational Medicine Department, and is direct billed from the provider to the City Police Department.

Option #2

Obtain City physical through own general practitioner. If employee elects to use a personal provider, the employee must notify the Police Department program administrator to obtain specific forms, including required Examining Physician Statement, that need to be delivered by the employee to the employee's provider at the time of the appointment.

In order to receive payment through this program, the employee's provider must direct bill the City by sending an invoice to the address below. The City must receive an itemized invoice as well as a completed Examining Physician's Statement indicating the employee is medically "qualified", "conditionally qualified", or "disqualified" (based on job duties). Invoice mailed/delivered to:

City of South Lake Tahoe Police Department
1352 Johnson Blvd.
South Lake Tahoe, CA 96150
Attention: Invoice Payment/Administrative Assistant
530-542-6100

The tests to be included in the City paid physical and the maximum amounts paid are based on the City contract with the City's contracted provider and may change from time to time. Contact Human Resources for a current information.

Below is the current list of tests covered under the City physical for sworn staff. Required tests and fees may change during the term of this MOU. Contact Human Resources for current information.

Basic Physical including vision and urinalysis

Additional Required Tests:

- PFT – Pulmonary Function Test
- Audio
- Chest X-Ray
- CMP2-Blood Panel
- Lipid Blood Panel
- Treadmill EKG – Stress EKG
- TB Testing ("Qfer")

Optional Testing:

- Mammogram
- PSA

APPENDIX E

SALARY RANGES AS OF OCTOBER 1, 2014

CODE ENFORCEMENT SUPV

01	22.0547	3,823
02	23.1563	4,014
03	24.3152	4,215
04	25.5313	4,425
05	26.8047	4,646

POLICE RECORDS SUPV

01	25.0281	4,338
02	26.2753	4,554
03	27.5899	4,782
04	28.9719	5,022
05	30.4214	5,273

CSO MANAGER

01	29.1095	5,046
02	30.5689	5,299
03	32.0968	5,563
04	33.7022	5,842
05	35.3846	6,133

PARKING ENFORCEMENT SUPV

01	22.0546	3,823
02	23.1563	4,014
03	24.3152	4,215
04	25.5313	4,425
05	26.8047	4,646

PUBLIC SFTY DISPATCH SUPV

01	26.4756	4,589
02	27.7990	4,818
03	29.1940	5,060
04	30.6533	5,313
05	32.1841	5,579

POLICE SERGEANT

01	36.5611	6,337
02	37.8408	6,559
03	39.7288	6,886
04	41.7144	7,230
05	43.7973	7,592

POLICE LIEUTENANT

01	44.1990	7,661
02	46.4090	8,044
03	48.7311	8,447
04	51.1655	8,869
05	53.7295	9,313

**Side Letter Agreement
Between
The City of South Lake Tahoe
and
The Police Supervisors' Association**

This document amends the current Memorandum of Understanding ("MOU") between the City of South Lake Tahoe ("City") and the South Lake Tahoe Police Supervisors' Association ("PSA"). This amendment supersedes Section 20.2 of the 2014-2017 MOU, where in conflict, as follows:

The work schedule for the patrol sergeants shall be adjusted to a combination schedule where four (4) sergeants work a four (4) day workweek, each consisting of nine (9) hour work periods; and two (2) sergeants work a three (3) day workweek, each consisting of twelve (12) hour work periods. These schedules shall be known as the 4-9 and 3-12 respectively.

20.1a Sworn Employee Shift Rotation and Sign up

Sworn employee sign up for patrol shift rotation shall begin a minimum of four (4) weeks prior to the actual date of the rotation. Employees are expected to complete the shift sign-up list as soon as possible after it has been posted. Normal shift sign-up procedures will remain in effect, and will be conducted on a seniority basis. The Department shall endeavor to post finalized assignments for a minimum of two (2) weeks prior to taking effect.

20.1b Sworn Special Assignments

Assignment to the Administrative Sergeant shall be made by the Chief of Police, subject to his or her discretion. Any other new special assignments shall be subject to the meet and confer process

20.1c Schedule/Compensation - Sergeants shall be assigned to either a 4-9 or 3-12 shift each week for a total of seventy-two (72) hours in a 14-day work period. Such sergeants shall be compensated for eighty (80) hours each 14-day work period.

Sergeants shall accrue four (4) hours of Payback Time, two (2) hour of Wellness Time, and two (2) hour of Donning/Doffing Time. The eight (8) hours of compensation for the hours in excess of the regularly scheduled shifts shall be provided for the following reasons:

- **Four (4) hours will be identified as "Payback Time."** Payback Time is defined as follows: Payback Time shall accrue, up to a maximum of twenty-four (24) hours, for purposes of compensating patrol staff for work to be performed as

assigned by the City at a later date. Payback Time will not be used in lieu of overtime pay if overtime is required by agreement and/or applicable laws.

- **Two (2) hours of "Wellness Time."** Wellness Time is defined as time to be used by staff for rest and/or physical fitness. It is considered off-duty time and the City has no control or oversight during this time. Any injury, accident, damages, loss, or other harm to sergeants during such time is solely the responsibility of the affected sergeant. It is not intended by either party to be considered compensable time for purposes of calculating the employee's regular rate of pay or for overtime calculations.
- **Two (2) hours of "Donning/Doffing Time."** Donning/Doffing time is defined as compensable work time to be used for pre and post shift activities, including, but not limited to, vehicle check out; shift briefing; completion of required reports; and donning and doffing required safety equipment. The premise or basis for Donning/Doffing time is to provide continuous police service availability. For example, a member of a shift ending at 1800 hours should be available for an emergency call at 1759 hours and an on-coming employee should be available for an emergency the moment a shift begins at 1800.
 - The PSA and City agree that two (2) hours constitutes adequate time for completion of any compensable pre and post work activity in a 14-day work period. However, as a matter of policy, all compensable pre and post work activity must be tracked by the employee and submitted to his or her supervisor as part of his or her timekeeping practices. Any compensable work activity performed during pre and post work activity in excess of the two (2) hours will be compensated at the appropriate rate of pay in the pay period the work was performed.
- Payback Time shall be added to the employee's payroll records at the beginning of each 14-day pay period. Payback Time is considered repaid when the employee works beyond regularly scheduled duty time in any given work period. This might include time worked for court appearances, scheduled training, extra assignments, backfilling for staffing shortages, etc. The Payback Time shall be used to offset payment for additional time worked outside of the employee's regularly scheduled shifts, but will not be a substitute for overtime pay should the employee work hours in excess of eighty-six (86) hours in the 207(k) designated 14-day work period.
- This agreement does not alter payment calculations as defined in section 13 of this MOU.

- 20.1d. Prohibition of Furloughs - For the term of this MOU, in no case shall the agreement to adopt a 3-12/4-9 schedule result in sworn staff being furloughed.
- 20.1e. Overtime - All compensable work hours in excess of eighty-six (86) hours in a 14-day work period will be paid at one and one-half (1.5) times the regular rate of pay. Contractual overtime shall be paid beyond eighty (80) hours worked in any pay period where an employee does not owe payback time.
- 20.1f. Notice - If the City schedules or assigns staff, with more than seven days' notice, of an extra assignment, staff must be compensated with accrued Payback Time to the extent the hours worked for that assignment do not exceed 86 hours in a 14-day work period. When an employee with accrued Payback Time is ordered or assigned, with less than seven (7) days' notice, to work (other than work that may be required in conjunction with a regularly scheduled shift (see Section 5) or for call-back situations (see Section 11), the employee will be compensated at one and one-half (1.5) times the employee's regular rate of pay.
- 20.1g. Additional Time - If an employee needs to work additional time in conjunction with a regular shift (e.g. working late to finish paperwork, etc.), and the additional hours are not in excess of eighty-six (86) hours in a 14-day work period, Payback Time will be used if any had been accrued.
- 20.1h. Rollover - If an employee has not had an opportunity to work additional hours, then any accrued Payback Time will "roll over" into the next 14-day pay period.
- 20.1i. Vacation and Sick leave Accruals Unaffected - These scheduling provisions will not affect the current rate of accrual for vacation or sick time as noted in Sections 5 and 13, respectively, of the MOU.
- 20.1j. Grant Assignments - Staff who work overtime on grant funded projects must be paid on an overtime basis and are not permitted to reduce Payback Time on such assignments. For example, if a sergeant works seventy-two (72) hours on patrol shifts and then works an additional 12-hour shift on a grant assignment, the sergeant shall receive their regular rate of pay for the patrol shifts and one and one-half (1.5) times their regular rate of pay for the twelve (12) hours worked on the grant assignment, regardless of whether the employee has worked in excess of eighty-six (86) hours in a 14-day work period.
- 20.1k. Twenty-four (24) Hour Payback Time Accrual Cap - Accrual of Payback Time is capped at twenty-four (24) hours. Employees will never be obligated to "owe" more than twenty-four (24) hours of work. The City is responsible to assign additional work hours. If additional work assignments are not made, the employee will still be compensated an additional four (4) hours of Payback Time each pay period even if he or she has reached the maximum twenty-four (24) hour accrual.

- 20.11. Payback Time Payback Limits - Staff shall not be required nor permitted to work more than twelve (12) hours Payback Time in a given 14-day work period.
- 20.1m. No Interference with Call Back Pay - Use of Payback Time shall not interfere with "Callback" hourly minimums. However, if the employee has not exceeded eighty-six (86) hours in the 14-day work period, their Payback Time accruals will be deducted instead of the employee being compensated at one and one-half (1.5) times their regular rate of pay (e.g., if the sergeant has yet to work eighty-six (86) hours in the 14-day work period and is scheduled for court, the sergeant will have three (3) hours removed from the Payback Time bank even if this duty only required attendance in court for ten (10) minutes; if the employee has worked 86 hours or more, he or she will be compensated at one and one-half (1.5) his or her regular rate of pay).
- 20.1n. Payback Time and Approved Vacation - Employees who have pre-approved vacation in conjunction with regularly scheduled days off cannot be ordered to work "Payback Time" during the vacation or conjoining days off. When ordered to work a payback day and a legitimate pre-existing personal conflict exists, the ordered sergeant may seek another sergeant to fill the "Payback" position if needed.
- 20.1o. Final Paycheck - Accrued Payback Time that remains on the books and has not been paid back to the City in the form of time worked will not be paid out to the employee as part of his or her final pay check because the amount accrued represents pre-payment for hours that have not been worked and therefore have not been earned as compensation by the employee at the point the employment relationship ends.
- 20.1p. Inability or Refusal to Work - In cases when an employee fails to work when ordered with more than seven days' notice, the corresponding amount of vacation or sick leave time and corresponding Payback Time (depending on the circumstances and in compliance with City sick leave and vacation policies) shall be deducted from the employee's accrual banks. Payback Time will be reduced even while the vacation or sick leave time is deducted.
- 20.1q. Extended Absences- For absences lasting seven consecutive days, 3-12 hour shifts or 4-9 hour shifts, for an entire 14-day pay period, forty (40) hours of leave will be deducted from the employee's leave bank. Any accrued Payback Time will carry forward to the following work period; but, no additional Payback Time shall accrue for that 14-day work period in which the leave occurred.
- 20.1r. Light Duty or Paid Administrative Leave - Employees working an administrative assignment of seven (7) days or greater due to an injury (i.e., "light duty") or due to having been placed on paid administrative leave status shall be assigned to an 80-hour, 14-day work period. The City retains the right to assign to employees the hours and days to be worked while assigned to the 80-hour work period. The employee shall not accrue

Payback Time while on this temporary assignment, nor will employee receive Donning/Doffing or Wellness Time. No overtime is allowed during a temporary light duty or paid administrative leave assignments.

- 20.1s. Agreement to Meet and Agree – The parties to this MOU agree to meet regarding changes to the patrol schedule under this Section 34, and schedule changes shall be made upon mutual agreement of the parties. If no mutual agreement is reached, the schedule will remain in effect for the duration of this MOU.
- 20.1t Fourth of July Schedule: Sergeants on duty during the 4th of July and New Year’s Eve may, at the discretion of the Chief of Police, have their schedules adjusted within the 24-hour period. The Administration will notify sergeants at least two weeks prior to the schedule change.
- 20.1u ONE YEAR TRIAL BASIS: The terms of this Agreement are on a “trial” basis and either party can discontinue the terms of this Agreement after one year of its implementation. If either party does not elect to discontinue this agreement after one year, the terms of this Agreement will continue until June 30, 2017 unless both parties agree otherwise in writing.

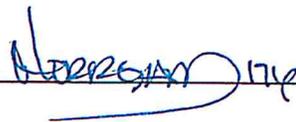
AGREED TO:

For the City:



Hal Cole, Mayor

For the Association:



Dated: May 5, 2015

ATTEST:


Susan Alessi, City Clerk

