

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

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

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

The South Lake Tahoe Police Officers Association ("Association") and representatives 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 represented unit identified in Appendix A. The representatives 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 Mo. 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.

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/Committee Recognition - The South Lake Tahoe Police Officers Association, hereinafter referred to as the "Association", is the recognized employee organization for the Police Officers 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 Committee 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 - For the term of this agreement, 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.

- 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 \$250.00 per month 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 spouse's 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.

SECTION 4 RETIREE HEALTH

4.1 Transitional Retiree Medical Benefit

a. Definition of Terms – Transitional Retiree Benefit

- i. Eligible Employee – means any regular full-time benefited employee with a minimum ten (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.
- ii. “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.

- b. Benefit – Upon the effective date of this MOU an eligible employee 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 retiring on or before December 31, 2018.
- c. Contribution - Eligible employees shall receive the following contribution based on their respective date of retirement and their years of service under the 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 (EE+) versus Single rate determination shall be made at the time of retirement.*

***Vesting Schedule for Contribution**

<u>Years of Service with the City (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%

4.2 Retiree Medical Savings Account: The City no longer contributes to the Retiree Medical Savings Account (RMSA). Previously contributed funds shall remain in the RMSA and shall remain in the individual accounts of each employee hired on or after January 1, 2008 but before October 1, 2014. The RMSA Plan Document, including vesting schedule and distribution authority, shall remain in effect.

4.2.1 Vesting: City contributions to the RMSA are vested on the following schedule:

<u>Years of Service with the City (from date of permanent hire)</u>	<u>% of Account Vested</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 Retiree Medical/Health Care

a. With the exception of those benefits in Section 4.1 and 4.2 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 4.3(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. 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).

4.4 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 520 hour limit.

5.3 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.

5.4 Sick Leave Payout - Employees retiring from City service shall receive a payment equivalent to one hundred percent of the employee's unused sick leave balance on record on the date of retirement not to exceed five hundred twenty (520) hours.

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

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

8.2 Personnel Granted Holidays Off – Personnel not covered under Sections 8.3 and 8.4 below shall not be required to be on duty on official City holidays but shall be paid straight time for that 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 - Personnel assigned to the following positions which must be staffed each day of the week are not granted official City holidays as days off with pay:

Police Officers assigned to Patrol

In lieu thereof, they shall receive one (1) day's pay (eight 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).

8.4 Detective Division Holidays Off - Personnel assigned to the Detective Division will only be granted the following official City holidays off with pay:

- | | |
|---------------------------|---------------------|
| a) January 1 | b) Thanksgiving Day |
| c) Day after Thanksgiving | d) December 25 |

Should any of these holidays fall on Saturday or Sunday, they will be taken in the same manner described in Section 8.1 above.

The remaining official City holidays will not be granted as days off with pay. In lieu thereof employees assigned to the Detective Division shall receive one (1) day's pay (eight hours) at the employee's hourly base rate for each remaining official City holiday as a holiday premium. This holiday premium shall be paid over twenty-six (26) pay periods in the year and shall be in addition to other regular compensation received by the employee for working on the City holidays. This pay shall be calculated as follows: $(8 \text{ hours} * 8 \text{ holidays}) / 2080 = 3.08\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(a)(5).

8.5 Floating Holiday Option - The City and Association agree that personnel described in Section 8.3, who are assigned to positions which must be staffed each day of the week and who are not granted official City holidays as days off with pay, may, in lieu of receiving one day's pay (eight hours) for each official City holiday, reduce the number of holiday pay hours by twenty (20) and have said hours added to their floater leave balance. Said additional floater leave shall be taken off in accordance with the convenience of the Department and will be scheduled and approved in accordance with the provisions of this Memorandum of Understanding or the City's personnel rules. In the event the Department is unable to allow an employee to schedule and use this time off the employee will be paid for this time on an hour for hour basis. The remaining seventy-six (76) hours of holiday 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: $(8 \text{ hours} * 12 \text{ holidays}) / 96 \text{ hours less } 20 = 76 \text{ hours} / 2080 = 3.65\%$ per pay period multiplied by base pay. These payments are intended to be reportable to CalPERS as special compensation under 2 CCR § 571(a)(5).

Employees choosing to reduce the amount of holiday pay they receive and add the twenty (20) hours of time-off to their floater leave balance, shall make a one-time non-revocable choice no later than February 1 of each year. Any floating holiday time

remaining on the books on December 31st of each year shall be paid to the employee in accordance with 8.6.

This provision is not available to personnel assigned to the Detective Division because those employees already have special provision for certain holidays off.

- 8.6 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.

SECTION 9. POST CERTIFICATE PAY AND EDUCATIONAL INCENTIVE 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 an additional 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 Advanced POST Certificate, for a total of five percent (5%).
- 9.2 Educational Incentive Pay. Sworn employees who possess a Bachelor of Arts/Science degree shall receive an additional two percent (2%) in hourly base rate of pay and employees who possess a Masters’ Degree shall receive an additional 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 Masters’ degree.
- 9.3 Documentation. To be eligible to receive POST Certificate Pay and/or Educational Incentive Pay (Section 9.1 and 9.2), employees must submit proof of the degree and/or certificate within 60 calendar days of receiving the degree. 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 and/or certificate. If the employee fails to provide the proof of degree and/or certificate within 60 calendar days, POST Certificate Pay and/or Education Incentive Pay will begin during the next full pay period after the employee provides proof of degree and/or certificate to the City.

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 include the University of Nevada-Reno, Sacramento State, and Lake Tahoe Community College.

SECTION 11. ADMINISTRATIVE ASSIGNMENTS

The following administrative assignments shall be made by the Chief of Police subject to his or her discretion. Removal from said administrative assignments are at the discretion of the Chief and does not constitute disciplinary action.

- 11.1 Detective Assignment Pay - Individuals in the Police Officer classification who are assigned to serve as Detectives shall receive an additional payment of five percent (5%) of their base hourly rate, including holiday pay. Members of this unit assigned to serve as detectives shall be required to carry and respond to pagers or cellular telephone during their off hours.
- a. Employees assigned to the Detective Unit or School Resource Officer will be eligible for certification from the Investigative Certification Institute (I.C.I.). Upon successful completion of the I.C.I. certification and submittal to the City of proof of certification employees will receive an additional 5% of their base hourly rate. Such certification will remain with the employee when he/she returns to the Patrol Unit.
 - b. Detectives residing within the south shore of the Tahoe Basin shall be eligible to take assigned police vehicles home after work.
- 11.2 Field Training Officer Pay – Qualified individuals in the Police Officer Association assigned to serve as Field Training Officers shall receive an additional payment equal to five percent (5%) of their base hourly rate during the time they are actually engaged in training a new Police Officer. Assignment as a Field Training Officer shall be made at the sole discretion of the Chief of Police
- 11.3 Canine On Call Pay - Sworn members of the Police Department, designated as canine handlers, shall receive an additional payment equal to five percent (5%) of base hourly rate as “on call” pay. Handlers agree to carry a department issued pager or cellular telephone and be available for call out at the discretion of the duty Watch Commander.
- a. City pays for providing training to meet POST standards, pays for veterinarian requirements, provides equipment necessary for the “team”, and provides take home vehicle to handler(s) residing within Tahoe Basin. Shift determination shall be to meet organizational needs by Chief of Police.
 - b. Handler work schedule to include compensation for 40 hours per week with 3 hours attributed to routine care of the canine.
- 11.4 Motor Officer Assignment - Sworn members of the Police Department designated as “Motor Officers”, shall receive an additional payment equal to five percent (5%) of their base hourly rate during the time they are operating a Police Department motorcycle. Motor Officer pay will begin in the Spring of each year, weather dependent and continue until the fall when weather conditions make motorcycle handling unsafe. Motor Officers will receive the assignment pay during that period of time. It is mutually understood

operating police motorcycles can be hazardous, and this additional pay is compensation for hazardous duty.

In the event the Officer resides within the area commonly known as the "South Shore" of the Tahoe Basin, the Motor Officer shall be eligible to take their assigned motorcycle home after work. The motorcycle must be stored in a secure garage or left at the Police Department. The motorcycle shall only be used for work related activities.

Motor Officers shall maintain a M1 motorcycle endorsement on their driver's license.

Sworn officers assigned to full-time motorcycle duty shall receive an additional uniform allowance amount. Initial uniform to be provided by City. The City will determine the baseline items for this motorcycle uniform and will purchase an initial uniform. An officer may upgrade any of these items at the officer's expense. Sworn officers assigned to full-time motorcycle duty will receive a total annual uniform allowance of \$1,500. The officer will replace any worn and/or faded items at the officer's expense. The additional annual uniform allowance will be added to the June uniform payment.

SECTION 12. 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 13. ACTING PAY

13.1 Temporary Assignments as "Officer In Charge"

Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge which is vacant due to a temporary absence or termination of the incumbent. Such assignments must be made in writing by the Police Chief or his or her designee. Employees so assigned shall be paid "acting" pay for every shift actually worked in the capacity of "Officer In Charge."

Acting pay for such assignments shall be ten percent (10%) above the employee's base hourly rate.

Acting pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined by the department or by the determination of the Police Chief or designee that the person is qualified.

13.2 Temporary Assignments to the Detective Division

Police Officers may be temporarily assigned to the Detective Division to meet emergency or special project needs. Additional compensation shall be given for such assignments when the following provisions have been met:

- a. The assignment is made in writing by the Police Chief or his/her designated representative and approved by the Human Resources Manager.
- b. The duties of the Detective assignment are assigned to and performed by the designated employee for eighty (80) or more regular work hours.

Officers assigned to the Detective Division under the above provisions, shall receive "acting" pay beginning on or retroactive to the first day of the assignment.

Acting pay for such assignment shall be five percent (5%) of the employee's base hourly rate.

Such acting pay shall apply to overtime worked in the detective position (when eligible), but shall not apply to any paid leave taken during the acting assignment.

SECTION 14. SALARIES

14.1 Base Increases:

Employee salaries shall be increased as follows:

- 4.0% base salary increase, effective the first pay period containing October 1, 2014;
- 3.0% base salary increase, effective the first pay period following October 1, 2015;
- and
- 3.0% base salary increase, effective the first pay period in which employees commence sharing the cost of the employer contribution under Sections 18.4.

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.

- 14.2 Sworn-Service Longevity Pay: Employees with at least twenty years of sworn law-enforcement service with the City shall receive an additional three percent (3%) of their hourly base rate longevity pay. Employees with at least twenty years of sworn law-enforcement service with the City and twenty-five years of cumulative sworn law-enforcement service shall receive an additional two percent (2%) of their hourly base rate as longevity pay for a total of five percent (5%). Sworn Service 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, holiday pay, or other special salary differential(s) or pay.

- 14.3 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.

Eligibility:

- a. 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. Employees hired on or before October 1, 2009, who as of October 1, 2014 had (1) five (5) years of continuous City service, and (2) at least 470 hours of accrued sick leave, are eligible for longevity pay. These employees shall not be eligible for an additional increase under this section upon reaching ten (10) years of City service.

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 14.3 shall not affect an employee’s eligibility to receive Sworn-Service Longevity Pay under Section 14.2.

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. Longevity Pay will not be considered when calculating salary increases under Section 14.1.

- Section 5.5 – Sick Leave Calculation
- Section 8 – Holiday Pay
- Section 9 – POST Pay and Education Incentive Pay
- Section 11 – Administrative Assignments
- Section 13 – Acting Pay
- Section 14.2 – Sworn Service Longevity Pay
- Section 15.13 – Vacation Sell Back Calculation

SECTION 15. VACATION LEAVE

- 15.1 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.
- 15.2 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.

- 15.3 Provisional and Temporary Employees - Provisional and temporary employees do not accrue vacation and sick leave credits except that the service of an employee in a provisional or temporary capacity may be included with service as a permanent employee provided that the employee's service with the City has been continuous since the initial position and is within the same classification as his/her temporary or provisional position.

If such service is included with the service as a permanent employee, such employee shall receive earned vacation benefits from the initial date of continuous employment as a provisional or temporary employee, pro-rated according to the number of hours worked under provisional or temporary status.

- 15.4 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 pro-rated basis considering the number of hours worked. Vacation leave shall be earned in accordance with the following schedule:

- | | | |
|----|---|----------------------------|
| a) | First five years of employment: | 88 hours per service year |
| b) | Six to ten years of employment: | 128 hours per service year |
| c) | Eleven to fourteen years of employment: | 168 hours per service year |
| d) | Fifteen to seventeen years of employment: | 176 hours per service year |
| e) | Eighteen to twenty years of employment: | 184 hours per service year |
| f) | Twenty-one years or more of employment: | 192 hours per service year |

- 15.5 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.

- 15.6. 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.

Every employee shall be encouraged to take vacation every year. No person shall take an annual vacation in excess of one month total without the written authority of the Department Head.

- 15.7 Pay for Unused Vacation at Termination - 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, up to a maximum of two-hundred forty (240) hours. Payment for unused vacation shall be in accordance with 15.13.
- 15.8 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.
- 15.9 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 when applicable.
- 15.10 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.
- 15.11 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.
- 15.12 Vacation Sell-back - Employees will have the option to sell back to the City up to one-hundred twenty (120) hours of accrued vacation each calendar year. To qualify, the employee must have used at least forty (40) hours of vacation during the previous 12 months. Employees may only submit requests to sell back vacation twice in any calendar year, so long as the requests are not in consecutive pay periods.
- 15.13 Vacation Sell Back Calculation -When selling vacation back to the City under 15.12 or pay for unused vacation under 15.7, vacation shall be calculated based on the regular FLSA pay rate.

SECTION 16. UNIFORMS

- 16.1 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:

<u>Employee Classification</u>	<u>Rate of Compensation</u>
Police Officer	\$1000.00 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 put paid in lump sum on designated dates. Officers assigned as Motor Officers are eligible for an additional uniform allowance as outlined in Section 11.4.

16.2 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 willful misconduct of the member concerned will be replaced by the City. Such damaged uniforms or equipment will be turned in by the member concerned to his 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.

16.3 Safety Equipment

A. The City agrees to 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) Shell carrier | 9) Baton holders |
| 4) Handcuffs | 10) Handcuff covers |
| 5) Baton | 11) Flashlight |
| 6) Whistle | 12) Raincoat |
| | 13) Glock Model 22 or 23 .40 cal handgun |

B. 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. Officers may carry weapons other than the issued Glock in accordance with Department Policy section 312.

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 (Safety Services Director). 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 personnel 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 employees 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 17. COMPENSATORY TIME OFF

Compensatory time off will be administered as follows:

- a) An employee who is required to work on an official City holiday will be allowed to have one-half (1/2) of the total hours worked on the holiday added, at straight time, to his/her compensatory time off bank. Such employee shall receive the additional compensatory time off only if his/her shift begins on the official City holiday.
- b) Compensatory time is limited to 120 hours.
- c) If compensatory time off resulting from working on a holiday causes an employee's compensatory time off account to exceed 120 hours, any excess on September 30 of the contract year shall be paid-out at the employee's regular pay rate.

- d) Compensatory time is paid at the employee's regular pay rate upon separation from employment or promotion to a classification ineligible to receive compensatory time.

SECTION 18. RETIREMENT PLAN

18.1 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.

18.2 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.

18.3. Retirement Benefits:

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

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 18.3a shall mean the single highest year of pensionable compensation.

Each employee covered by Section 18.3a 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 18.3.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 18.3a.

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

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 18.3b. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by Section 18.3b 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 18.3b 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 18.3b.

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

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 18.3c. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Each employee covered by Section 18.3c 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 18.3c 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 18.3c.

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

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 18.3d. 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 18.3d. shall pay, through payroll deductions, fifty percent (50%) of total normal cost of their retirement plan as determined annually by CalPERS.

- 18.5 Specific details regarding this retirement plan are available to employees from the Human Resources Department. Employee contributions shall be made in accordance with Section 414.h(2) of the IRS code wherein the payment to CalPERS is made pre-tax.
- 18.6 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 18. This means that the employee additional payment of 3% of PERSable compensation toward the City's normal cost of pension benefit shall continue beyond the expiration of this MOU. This section shall be inoperable upon approval of the contract amendment by CalPERS.
- 18.6 In addition to the benefits listed above, the City contracts for the following optional benefits:
- Post retirement survivor allowance
 - Credit for Unused Sick Leave
 - 1959 Survivor Benefit Level 1
 - Optional Settlement 2W
 - Two percent (2%) Retirement COLA
- 18.7 As permitted by law and CalPERS regulations, City of South Lake Tahoe employees who separate from city service and subsequently return to service with the City of South Lake Tahoe, shall return to the retirement tier from which they were previously enrolled while employed with the City of South Lake Tahoe.

SECTION 19. PAY FOR CALL-BACK, COURT TIME, AND RANGE TIME

- 19.1 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. Holdover is notification during working hours, through posted overtime signup sheet, or a prearranged modification of work schedule. Holdover is not considered call-back for purposes of the 3-hour minimum overtime pay.
- 19.2 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 straight time rate of pay.
- 19.3 Range Time - Employees who are ordered to report to work during their off-duty hours for the purpose of participation in shooting proficiency training at the shooting range 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 straight-time rate of pay.

SECTION 20. POLICE OFFICERS WORKING OVERTIME IN DISPATCH

Police officers will be allowed to voluntarily choose to work additional hours beyond their normal workweek in the position of dispatcher if deemed qualified by the Police Chief. Qualified officers will be notified of any shift vacancies in the dispatch division and allowed to sign-up to work some or all of those hours. Such hours shall be paid at the police officer's overtime rate of pay or the employee may choose compensatory time off. Nothing in this provision shall limit the Department's authority to disapprove the request to work overtime hours in dispatch.

Nothing in this provision shall limit the Department's authority to directly assign police officers to work overtime hours in the dispatch division (when so directed, police officers shall be paid at their police officer overtime rate of pay or may choose compensatory time off for such hours) or to determine the appropriate priorities or procedures for the employees' request of overtime hours.

Police officers are not eligible for shift differential for hours worked in dispatch.

SECTION 21. PERSONNEL ASSIGNMENTS

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.

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.

SECTION 22. RESIDENCY/RESPONSE TIME

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

Tahoe Basin:

South Shore north on Highway 89 Cascade Property Closure

Tahoe City south on Highway 89 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 Junction

Markleeville

SECTION 23. 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 24. 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 25. REWRITING OF CURRENT MOU LANGUAGE

The City and Association agree to continue to meet and confer in order to reach agreement on rewriting the current Memoranda of Understanding language for greater clarity and comprehensiveness. It is understood that the intent of the rewriting is to document and clarify, not to change, the existing policies and practices. Changes may be made if agreed to by both parties, but any change not agreed to or any differences in interpretation will be referred to the meet and confer process for next year's contract.

SECTION 26. PAST MEMORANDA

Except as amended by the terms of this Memorandum, the terms of previously adopted Memoranda of Understanding shall remain in full force and effect for the full term hereof unless otherwise amended by mutual agreement of the parties hereto.

SECTION 27. DURATION

This Memorandum of Understanding shall be effective October 1, 2014 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in force and effect to and including the thirtieth (30th) of September, 2017, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of October 2017, or the first

day of October of any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding. The Parties will commence negotiations for a successor Memorandum of Understanding no later than April 1, 2017.

SECTION 28. 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 29. LAYOFF PROCEDURE

The City in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Temporary and seasonal employees
2. Probationary employees
3. Employees will be laid off from the affected classification in accordance with their seniority in the department. Employees with the lesser seniority will be laid off first.

29.1 Demotion in lieu of layoff - In lieu of layoff, a regular employee may elect demotion to any lower classification within the Department in which he/she is qualified. If an employee elects demotion in lieu of layoff, such employee shall be placed at the salary step of the lower classification which represents the least loss of pay to the employee. In no event shall the salary be increased above that received in the classification from which the employee was displaced. If there are no vacancies in the lower classification and the demoting employee has less seniority in the department than the employees in the lower classification, the demoting employee cannot demote into that lower classification.

29.2 Re-employment Rights - Employees laid off and those demoted in lieu of layoff, who request placement on a reemployment list, shall be placed on the list in reverse order of the succession of layoff provided they are qualified to perform the work and meet all requirements of the position which may include passing all medical and psychological examinations, and background checks/investigations. The layoff list will remain valid for one (1) year, in accordance with Personnel Rules Section 6.3.

SECTION 30. ASSOCIATION BUSINESS

250 hours per calendar year relief from duty will be granted for conducting Association business. This relief time does not include time needed 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 31. DETECTIVE WORK SCHEDULE

Notwithstanding the scheduling provisions below, if necessary, employees assigned to the Detective Division may be assigned back to a normal 5 day work week to cover annual vacations, training, and sickness/IOD. This reassignment would be scheduled to coincide with the pay period.

SECTION 32. WORK SCHEDULE

32.1 Schedule/Compensation -The POA patrol staff will be assigned to a 3-12 hour shifts each week for a total of seventy-two (72) hours in a 14-day pay period. Patrol staff will be compensated for eighty (80) hours each 14-day work period.

Non-patrol sworn staff (e.g. Detectives, SLEDNET, SRO, and other possible future positions such as gang task force or other sworn positions) will work 4-9 hour shifts a week for a total of seventy-two (72) hours in a 14-day work period.

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

- 4 hours will be identified as "Payback Time." Payback Time is defined as follows: Payback Time will accrue, up to 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.
- 2 hour 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 officers during such time is solely the responsibility of the affected officer. 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.
- 2 hour 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 POA 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 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 will 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 86 hours in the 207(k) designated 14-day work period.
 - Agreement to work a 3-12/4-9 shift schedule will not alter payment calculations as defined in section 15 of this MOU.
- 32.2. 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.
- 32.3. Overtime - All compensable work hours in excess of 86 hours in a 14-day work period will be paid at 1.5 times the regular rate of pay. Contractual overtime shall be paid beyond eighty (80) hours worked in any pay period where a member does not owe payback time.
- 32.4. 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 days' notice, to work (other than work that may be required in conjunction with a regularly scheduled shift (see paragraph 5) or for call-back situations (see paragraph 11), with less than seven days' notice, the employee will be compensated at his or her hourly rate for all extra hours up to eighty-six (86) hours in a 14-day work period and will be compensated for any hours in excess of eighty-six (86) hours in the 14-day work period at 1.5 times the employee's regular rate of pay.
- 32.5. 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.

- 32.6. 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.
- 32.7. 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 15, respectively, of this MOU.
- 32.8. 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 an officer works seventy-two (72) hours on patrol shifts and then works an additional 12-hour shift on a grant assignment, the officer will receive his or her regular rate of pay for the patrol shifts and 1.5 times his or her 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.
- 32.9. 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 4 hours of Payback Time each pay period even if he or she has reached the maximum twenty-four (24) hour accrual.
- 32.10. 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.
- 32.11. No Interference with Call Back Pay - Use of Payback Time will not interfere with "Callback" hourly minimums. However, if the employee has not exceeded eighty-six (86) hours in the 14-day work period, his or her Payback Time accruals will be deducted instead of the employee being compensated at one and one-half (1.5) times his or her regular rate of pay (e.g., if the employee has yet to work eighty-six (86) hours in the 14-day work period and is scheduled for court, the officer 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).
- 32.12. 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 officer may seek another officer to fill the "Payback" position if needed.
- 32.13. 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.

- 32.14. 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) will be deducted from the employee's accrual banks. Payback Time will be reduced even while the vacation or sick leave time is deducted.
- 32.15. Extended Absences- For absences lasting seven consecutive days, 3-12 hour shifts or 4-9 hour shifts, for an entire 14-day pay period, 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.
- 32.16. Light Duty or Paid Administrative Leave - Employees working an administrative assignment of seven days or greater due to an injury (i.e., "light duty") or due to having been placed on paid administrative leave status will be assigned to an 80-hour, 14-day work period. The City retains the right to assign the hours and days to be worked while assigned to the 80-hour work period. The employee will 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.
- 32.17. Agreement to Meet and Agree – The parties to this MOU agree to meet and confer over 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.
- 32.18 Fourth of July Schedule: Officers 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 officers at least two weeks prior to the schedule change.

SECTION 33. BEREAVEMENT LEAVE

Employees shall be allowed forty (40) hours of 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, brother, sister, step brother, step sister, current parents-in-law, current sister or brother in-law and grandparent, grandparent-in-law or grandchild. In no event will an employee be eligible to receive more than a total 40 hours per calendar year for bereavement leave.

SECTION 34. REOPENERS

- 34.1 Reopener on Wage and Benefit Changes – The City and the Association agree to reopen negotiations beginning in Fiscal Year 2016/2017, upon request by the Association, over wage and benefit changes. The Association may only exercise its right to reopen negotiations if the City's Net Audited Fund Balance for Fiscal Year 2016 is at least 5%

above the previous fiscal year's Net Fund Balance. If the Association exercises its right to reopen negotiations under this Section, the parties must meet and confer prior to the expenditure of, or the commitment to, expend the excess fund balance.

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

SOUTH LAKE TAHOE POLICE
OFFICERS' ASSOCIATION

CITY OF SOUTH LAKE TAHOE

BY Ray Poole
Ray Poole
BY Aaron Donato
Aaron Donato

BY Hal Cole
Hal Cole, Mayor
BY Tom Watson
Tom Watson, City Attorney

ATTEST:
Susan Alessi
Susan Alessi, City Clerk



APPENDIX A

POLICE OFFICER

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 (SAFETY SERVICES DIRECTOR)

If the grievance is not resolved in Step II, the grievant may submit a written grievance to the Police Chief (Safety Services Director) 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 (Safety Services Director) 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 (Safety Services Director) 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 (Safety Services Director), 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 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 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 in 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. Written reprimands and suspensions without pay for periods of less than three (3) working days 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.

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 written reprimands or suspensions without pay for less than three (3) days, 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 Lieutenant

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 lieutenant shall first provide the employee an advance written notice of the proposed action including the following:

1. The specific disciplinary action to 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 (Safety Services Director) Review

The Police Chief (Safety Services Director) 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.
8. 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 Police Officers. 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 TABLE AS OF OCTOBER 1, 2014

POLICE OFFICER

<u>Index Key Value</u>	<u>Hourly</u>	<u>Monthly</u>
<u>4101/4124/01</u>	<u>31.2010</u>	<u>5,408</u>
<u>4101/4124/02</u>	<u>32.7656</u>	<u>5,679</u>
<u>4101/4124/03</u>	<u>34.4001</u>	<u>5,963</u>
<u>4101/4124/04</u>	<u>36.1274</u>	<u>6,262</u>
<u>4101/4124/05</u>	<u>37.9322</u>	<u>6,575</u>