

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

POLICE EMPLOYEE UNIT

October 1, 2014 to September 30, 2017

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**TABLE OF CONTENTS**

SECTION 1	RECOGNITION	4
1.1	City Recognition	4
1.2	Association/Committee Recognition	4
SECTION 2	HEALTH AND WELFARE	4
2.1	Eligibility for Medical and Prescription Benefits	4
2.2	Medical and Prescription Benefits	5
2.3	Medical Coverage OptOut Benefit	5
2.4	Dental Plan	5
2.5	Vision Plan	6
2.6	Life Insurance	6
2.7	Long Term Disability	6
2.8	PSA/Mammogram	6
2.9	Spousal Employment Health Benefits	6
2.10	Legislative Changes	6
2.11	Health Reimbursement Account	6
2.12	Application of Health Insurance Plan	6
2.13	Flexible Spending Account	6
2.14	IRC Section 125 Plan	7
SECTION 3	RETIREE HEALTH	7
3.1	Transitional Retiree Medical Benefits	7
3.2	Retiree Medical Savings Account	8
3.3	Retiree Medical/Retiree Health	8
3.4	Legislative Changes	9
SECTION 4	RETIREMENT PLAN	9
4.1	Definitions	9
4.2	Retirement Plan for Employees Hired On or Before April 21, 2012	10
4.3	Retirement Plan for Employees Hired After April 21, 2012 but Before January 1, 2013, and Classic Members as Defined by CalPERS	10
4.4	Retirement Plan for Employees Hired on or After January 1, 2013, Who Are Not Classic Members	10
SECTION 5	DEFERRED COMPENSATION	11
5.1	Deferred Compensation	11
5.2	Deferred Compensation – City Matching	11
SECTION 6	SICK LEAVE	12
6.1	Accrual Rate	12
6.2	Sick Leave Accrual Limits	12
6.3	Donations of Sick Leave	12
6.4	Sick Leave Payout	13
6.5	Payout Calculation	13
SECTION 7	HOLIDAYS	13
7.1	Official City Holidays	13
7.2	Personnel Granted Holidays Off	13
7.3	Personnel Not Granted Holidays Off	14
7.4	Floating Holiday Option	14
7.5	Holiday Pay Calculation	14
SECTION 8	BEREAVEMENT LEAVE	15
SECTION 9	VACATION LEAVE	15
9.1	Entitlement to Take Vacation	15

9.2	Probationary Employees	15
9.3	Provisional and Temporary Employees	15
9.4	Computing Vacation	15
9.5	Timing of Vacation	16
9.6	Maximum Vacation Accrual	16
9.7	Pay for Unused Vacation	16
9.8	Holidays During Vacation	16
9.9	Vacation as Sick Leave	16
9.10	Partial Vacation	16
9.11	Requesting Vacation	16
9.12	Vacation Sell Back	16
9.13	Vacation Sell Back Calculation	17
SECTION 10	COMPENSATORY TIME OFF	17
SECTION 11	GRIEVANCES AND APPEALS FROM DISCIPLINARY ACTION	17
11.1	Grievances	17
11.2	Disciplinary Appeals	17
SECTION 12	CONCERTED ACTIVITY	17
SECTION 13	ALTERNATIVE WORK SCHEDULE	18
13.1	Schedules	18
13.2	Training Attendance	18
SECTION 14	PERSONNEL ASSIGNMENTS	18
SECTION 15	SALARIES/PAY/CLASSIFICATION	18
15.1	Base Increases	18
15.2	Longevity Pay	19
SECTION 16	ACTING PAY	19
SECTION 17	ADMINISTRATIVE ASSIGNMENTS	20
SECTION 18	SPECIAL PAYS	20
18.1	Call Back	20
18.2	Court Time	21
18.3	Simulcast Pay	21
18.4	Night Shift Differential	21
18.5	Bilingual Pay	21
18.6	Education Incentive	21
SECTION 19	TUITION REIMBURSEMENT/CLASSES	22
SECTION 20	UNIFORMS/CLOTHING	22
20.1	Uniform Allowance	22
20.2	Damaged Uniforms and Equipment	22
20.3	Protective Clothing	23
SECTION 21	ASSOCIATION BUSINESS	23
SECTION 22	JOB ACTIONS	23
SECTION 23	RESIDENCY/RESPONSE TIME	23
SECTION 24	NICOTINE USE RESTRICTIONS	24
SECTION 25	LAYOFFS	24
25.1	Displace/Demote	24
25.2	Disputes	24
25.3	Re-employment Rights	24
SECTION 26	POLICE TRAINEE	25
SECTION 27	ANTI-NEPOTISM	25
SECTION 28	PAST MEMORANDA	25
SECTION 29	SAVINGS PROVISION	25
SECTION 30	DURATION	25
SECTION 31	REOPENER	26
APPENDIX A	CLASSIFICATIONS	27
APPENDIX B	GRIEVANCES	28
APPENDIX C	DISCIPLINARY APPEALS PROCEDURE	33
APPENDIX D	TRAINING MODULES	37
APPENDIX E	SALARY TABLE AS OF OCTOBER 1, 2014	41

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SOUTH LAKE TAHOE  
AND THE  
SOUTH LAKE TAHOE POLICE ASSOCIATION  
  
POLICE EMPLOYEES UNIT

This Memorandum of Understanding (MOU) is entered into by the City of South Lake Tahoe (hereinafter referred to as the City) and the South Lake Tahoe Police Association (hereinafter referred to as the Association) after having met and conferred in good faith, regarding wages, hours, and terms and condition of employment of those employees in the representation unit identified in Appendix A. It is the intent of the parties to set forth herein their entire agreement resulting from such discussions.

Upon ratification of the City Council and the Association membership, this MOU is binding under Government Code sections 3500 et. Seq. (the Meyers-Milias-Brown Act) for the period commencing October 1, 2014 and ending September 30, 2017. Therefore it is agreed that, during the life of the Agreement, either party may reopen discussion on issues that are contained in the MOU.

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

SECTION 1. RECOGNITION

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

SECTION 2. HEALTH AND WELFARE

- 2.1 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 Section 2.2 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

- 2.2 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 1 coverage, or Family coverage.

As an alternative to enrolling in the City's Medical Plan, eligible employees may choose 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.

- 2.3 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 they opt out. The total one-time 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 applicable IRS codes and stated in 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 basis.

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

- 2.4 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.
- 2.5 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.

- 2.6 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.
- 2.7 Long Term Disability – For the term of this agreement, the City will continue to provide Long Term Disability insurance coverage to employees in the classification of Evidence Technician/Sr. Evidence Technician. Employees in other classifications have coverage available to them through other sources and are not included in the City LTD coverage.
- 2.8 PSA/Mammogram – Employees are eligible for a PSA or mammogram test under the Department physical examination program.
- 2.9 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 \$75.00 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 spouses’ eligibility for employer medical coverage at least annually.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 IRC Section 125 Plan - The City maintains an IRC Section 125 Cafeteria Plan for the benefit of employees. The City will contribute \$100 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, on a pre-tax basis, 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 3 RETIREE HEALTH

3.1 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, as defined above in Section 3.1.a.i., 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	\$10,000	\$5,500

+ subsequent years		
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</u> (from date of permanent hire)	<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%

3.2 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.

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

<u>Years of Services with the City</u> (from date of permanent hire)	<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 years	25%
Less than 10 years	0%

3.3 Retiree Medical/Retiree Health

a. With the exception of those benefits in Section 3.1 and 3.2, 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 3.3(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).

3.4 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 4. RETIREMENT PLAN

##### 4.1 Definitions:

- a. Retired Employee means: an employee who retires from the City of South Lake Tahoe under the provisions of the California 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.
  - (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 31, 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.

4.2 Retirement Plan for Employees Hired On or Before April 21, 2012 -

Employees hired on or before April 21, 2012 in this unit shall receive the retirement benefit of 2.7% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.2 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 4.2 shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 8%.

4.3 Retirement Plan for Employees Hired After April 21, 2012 but Before January 1, 2013, and Classic Members, as Defined by CalPERS -

All employees hired after April 21, 2012 but before January 1, 2013 and classic members as determined by CalPERS, shall receive the retirement benefit of 2% at 55.

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.3 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Each bargaining unit member covered by this Section 4.3 shall pay through payroll deduction 100% of the required bargaining unit member contribution, which is 7%.

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

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

For purposes of determining a retirement benefit, final compensation for unit members covered by this Section 4.4 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

As required by Government Code §7522.04(g), unit members covered by this Section 4.4 shall pay, through payroll deductions, 50 percent (50%) of total normal costs of their retirement plan as determined annually by CalPERS.

The City shall notify members under this section 4.4 of the monthly contribution for the next CalPERS fiscal year in the first quarter of the calendar year, or as soon as reasonably practicable, following CalPERS publication of the required contribution rate.

Employee contributions under sections 4.2, 4.3, and 4.4 shall be made in accordance with Section 414.h(2) of the IRC .

## SECTION 5 DEFERRED COMPENSATION

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

### 5.2 Deferred Compensation – City Matching

#### A. Eligibility.

Employees with five (5) years of City service and hired on or before December 31, 2007, are eligible to participate in the City deferred compensation matching program. To receive this benefit, eligible employees must elect to participate in the City's matching contribution program during open enrollment of each year.

#### B. Benefit.

The City will provide a matching contribution of up to fifty percent 50% of the employee's contribution, up to a maximum contribution by the City of \$1,500 per employee (estimated at \$58 per pay period) per fiscal year. The City's match shall be made according to the following:

1. The City's match will be paid in equal installments, rounded to the nearest dollar. The City's matching contribution shall be made to the employee's ICMA 401(a) Plan account.
2. Employee's becoming eligible for this benefit after the start of the fiscal year, will receive a pro-rated portion of the annual \$1,500 maximum City contribution, payable to their 401(a) in equal installments, rounded to the nearest dollar over the remaining number of pay periods in the fiscal year.
3. Where an employee elects during open enrollment to contribute to the ICMA 457 in one lump sum amount (IE: elects to make their entire contribution to the ICMA 457 plan in a single month), the City Matching Funds will begin as of the pay period in which the lump sum deposit is made and will be payable in equal installments, rounded to the nearest dollar based on the number of pay periods remaining in the fiscal year.
4. Employees reaching five years of continuous regular employment during the fiscal year will receive a pro-rated matching contribution for the remainder of that fiscal year, based on the first of the month following the employee's fifth year of service.
5. For fiscal year 2014-2015 only, the matching funds will be contributed by the City between January 1 and September 30. So long as the employee contributes a total of \$3,000 over the full fiscal year, they will receive the full matching contribution of \$1,500 by September 30.

## SECTION 6. SICK LEAVE

- 6.1 Accrual Rate – 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 ration of the budgeted workweek to full-time status. The maximum amount of sick leave that can be accumulated is five hundred twenty (520) hours.
- 6.2 Sick Leave Accrual Limits – Unit members shall be limited to 520 hours of accumulated sick leave. Employees whose accumulated sick leave drops below five hundred twenty (520) hours will begin accumulating sick leave at the rate specified in Section 6.1 until their accumulated sick leave equals five hundred twenty (520) hours.
- 6.3 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 non-related 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.

- 6.4 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.
- 6.5 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 7. HOLIDAYS

- 7.1 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 by staff who are off duty on the City-celebrated holiday the preceding Friday. Whenever December 25th falls on Saturday or Sunday, the holiday will be observed on the following Monday.

7.2 Personnel Granted Holidays Off - Personnel not covered under Section 7.3 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 was 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.

7.3 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:

- Public Safety Dispatcher Trainee
- Public Safety Dispatcher
- Community Service Officer
- Enforcement Officer

In lieu thereof they shall receive one (1) day's (8 hours) pay for each official City holiday. These additional days 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).

7.4 Floating Holiday Option - The City and Association agree that personnel described in Section 7.3. 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 (8 hours) pay 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 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(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. Employees must use all floating holiday leave hours within the calendar year earned. Any floating holiday leave hours remaining on the books on December 31 of each year shall be paid out in accordance with Section 7.5, based on base salary.

- 7.5 Holiday Pay Calculation – Holiday pay will continue to be calculated based on base salary. “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 8. BEREAVEMENT LEAVE

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

## SECTION 9. VACATION LEAVE

- 9.1 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.
- 9.2 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.
- 9.3 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.

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

9.5 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.

9.6. 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 thirty (30) total working days without the written authority of the Department Head.

9.7 Pay for Unused Vacation - Upon termination from employment with the City, every permanent or probationary employee who has served the City for six (6) months or more shall be paid for all unused vacation earned prior to said termination date up to a maximum of two hundred forty (240) hours. Payment for unused vacation shall be in accordance with Section 9.13.

- 9.8 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.
- 9.9 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.
- 9.10 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 his/her designee.
- 9.11 Requesting Vacation – Vacation requests may be made at any time by an employee on the forms approved by the appointing authority. 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.
- 9.12 Vacation Sell Back - Employees will have the option to sell back to the City up to 80 hours of accrued vacation. Hours must be sold back in increments of at least 10 hours. To qualify, the employee must have used at least 40 hours of vacation during the previous 12 months. Employees may submit requests to sell back vacation twice in any calendar year, so long as the requests are not in consecutive pay periods.
- 9.13 Vacation Sell Back Calculation – When selling vacation back to the City under section 9.12 or pay for unused vacation under section 9.7, vacation shall be calculated based on the regular FLSA pay rate.

## SECTION 10. 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 of the total hours worked on the holiday added, at straight time, to his/her compensatory time off. Such employee shall receive the additional compensatory time off only if his/her shift begins on the official City holiday.
- b) Compensatory time off 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 current rate of pay.
- d) Compensatory time is paid out should the employee be promoted to a classification that is exempt from overtime. Payout is at the rate being earned just prior to promotion.

## SECTION 11. GRIEVANCES AND APPEALS FROM DISCIPLINARY ACTION

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

## SECTION 12. CONCERTED ACTIVITY

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 13. ALTERNATE WORK SCHEDULE

- 13.1 The Dispatchers/ Dispatcher Trainee, Evidence Technicians, and Community Service Officers will continue to work a 4-10 work schedule. In the event employees volunteer or are required to work extra hours, management may not alter the employees' normally scheduled work hours. Employees will be paid overtime when, as a result, more than 40 hours are worked in the work week. Employees may voluntarily adjust their normal work hours when the employee and management agree to do so.

Police Trainee schedule may vary based on training needs and the schedule being worked by Sworn Police Officers.

- 13.2 Personnel attending training shall work out their schedules with their immediate supervisor. The schedule should be adjusted to avoid overtime whenever possible. Consideration should be given to minimize the impact on the individual's regular schedule whenever possible. When an individual attends a training school and the hours for the school (including travel time) are over 40 hours in the work week, compensation shall be as follows: up to 40 hours will be compensated at straight time and any hours over 40 will be compensated at time and a half.

## SECTION 14. PERSONNEL ASSIGNMENTS

July 4 - The City agrees that two (2) weeks in advance of July 4th it will post, on the official bulletin boards, a list of those scheduled to work on July 4th. In order to facilitate the department meeting its two (2) weeks in advance posting requirement, the shift sign-up list will be posted for a period of two (2) weeks

starting on or about June 1. Employees are expected to complete the shift sign-up list as soon as possible after it has been posted.

## SECTION 15. SALARIES/PAY/CLASSIFICATION

### 15.1 Base Increases:

The top and bottom of each salary range, for all classifications, shall be increased as follows:

- 4.0% base salary increase, effective the first pay period containing October 1, 2014;
- 4.0% base salary increase, effective the first pay period following October 1, 2015;
- 3.5% base salary increase, effective the first pay period following October 1, 2016

Appendix E includes the Salary Table as of October 1, 2014, following implementation of the first increase noted above.

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

#### 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 490 hours of accrued sick leave, are hereby grandfathered in and 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 ten (10) years of City service.

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 15.1.

Section 6.5 – Sick Leave Payout Calculation  
Section 7 – Holiday Pay

Section 9.13 - Vacation Sell Back Calculation  
Section 10.d. – Compensatory Time Off payout  
Section 16 – Acting Pay  
Section 17.1 – Call-Back Pay  
Section 17.2 – Court Time  
Section 17.6 – Education Incentive

## SECTION 16. ACTING PAY

Employees may be assigned by management to temporarily assume some or all of the duties of a position which is vacant due to a temporary absence or termination of the incumbent. 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 employee is assigned to perform a significant majority of the duties of a budgeted vacant position in a higher paid classification.
- c. The duties of the higher class are assigned to and performed by the designated employee for forty (40) or more regular work hours

Employees who perform the duties of a higher classification under the above provisions, shall receive "acting" pay beginning on or retroactive to the first day of the assignment.

Acting pay shall be five percent (5%) more than the employee's base hourly rate in the present classification, or the first step of the higher classifications pay range, whichever is greater. In no case shall the employee receive a salary greater than the top step of the salary range of the higher classification. 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.

## SECTION 17 ADMINISTRATIVE ASSIGNMENTS

The City and Association agree that the following administrative assignments shall be made by the Chief of Police subject to his discretion, and such incumbents shall serve at the pleasure of the Chief. It is further agreed that removal from said administrative assignments does not constitute disciplinary action.

Communications Training Officer Pay - Qualified individuals in the Dispatcher classifications assigned to serve as Communications Training Officers shall receive an additional payment equal to \$1.50 of their base hourly rate during the time they are actually engaged in training a new Dispatcher. Assignment as a Communications Training Officer shall be made at the sole discretion of the Chief of Police (Safety Services Director). Two employees are assigned to train and both will receive pay for duration of training period. The previously required

third trainer, used to “shadow” the trainee, will now be assigned to one of the division supervisors. The above change in payment is effective July 16, 2005.

SECTION 18. SPECIAL PAYS:

- 18.1 Call-Back - An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay. Employees asked to Holdover are not eligible to receive call-back compensation. Holdover is notification during working hours, through posted overtime sign-up sheet, or a prearranged modification of work schedule. Holdover is not considered call-back for purposes of the 3-hour minimum overtime pay.
- 18.2 Court Time – Employees who are ordered to report to work during their off-duty hours for the purpose of appearing in court and who do so at the specified time shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times the straight time rate of pay.
- 18.3 Simulcast Pay – Public Safety Dispatchers required to work alone (simulcasting) for periods in excess of one hour shall be compensated in the following manner: an additional \$5.00 for the first full hour of simulcasting; \$2.50 for each full half hour thereafter. This change is effective July 16, 2005.
- 18.4 Night Shift Differential – Dispatchers and Evidence Technicians regularly assigned to work a shift that regularly starts and ends between the hours of 1800 (6:00p.m.) and 0600 (6:00 a.m.) (1800 to 0600) shall be paid a shift differential of 80 cents per hour, in addition to their regular pay rate for all regular and overtime hours worked during the shift periods (for hours worked between 1800 and 0600).
- 18.5 Bilingual Pay - The City will pay an additional \$50 per month (paid bi-weekly) to employees in this unit who are able to demonstrate bilingual capacity in Spanish and/or Tagalog. The testing will be administered through Human Resources. A written request for testing must be submitted to Human Resources. If it is determined that the employee is fluent in Spanish and/or Tagalog, the employee will be paid the bilingual differential effective the month in which the request for examination was submitted.
- 18.6 Education Incentive – Unit employees shall receive 2.5% (two and a half percent) of their base pay above the hourly base rate of pay contained in the approved salary plan upon successful completion of one hundred (100) hours of coursework as per the agreed upon Training Module (See Attachment D.) Employees are eligible to receive an additional 2.5% for successful completion of an additional one hundred (100) hours of coursework as per the agreed upon Training Module for total compensation of 5% of base pay.

Permission to pursue a module/coursework must be pre-approved by the Chief of Police or his/her designee. Successful completion is defined as certification, and/or a grade of “C” or better from an educational institution.

Employees must submit proof of the training within 60 calendar days of receiving the training. If the employee does so, Education Incentive Pay will begin retroactive to the date that the employee received the training. If the employee fails to provide the proof of training within 60 calendar days, Education Incentive Pay will begin during the next full pay period after the employee provides proof of training to the City.

City and Association agree to meet as needed to discuss revising training qualification requirements listed in Attachment D. There is no intent to increase the amount of education incentive benefit but to simplify/clarify eligibility requirements such as using POST Intermediate and POST Advanced Dispatcher Certification in lieu of modules listed in Appendix D. Intent is to be generally cost neutral.

#### SECTION 19. TUITION REIMBURSEMENT/CLASSES

The City shall pay the cost of tuition and books for up to two (2) job-related classes of formalized study approved in advance by the Chief of Police per semester or quarter, provided the cost of said classes is no more than normal tuition expenses at the most local college-level institutions (i.e., which include the University of Nevada-Reno, Sacramento State, and Lake Tahoe Community College). To be eligible to receive tuition reimbursement benefits under this section, employees must obtain approval from the Chief of Police prior to the commencement of the first day of each class requested. At the conclusion of the class, the employee must re-submit their approved request form with evidence of a passing grade and receipts for eligible expenses.

A training class in Spanish will be provided upon request, for Dispatchers and other interested department employees. The emphasis will be on the language skills required for the dispatch function.

#### SECTION 20. UNIFORMS/CLOTHING

- 20.1 Uniform Allowance – Uniform allowances are hereby authorized for employees required to wear standardized clothing in the performance of assigned duties. Eligible employees shall be paid ½ of the total compensation in December and the remaining ½ compensation in June of each year. Employees eligible for uniform allowance and the authorized rate of compensations for such allowance are as follows:

<u>Employee Classification</u>	<u>Rate of Compensation</u>
Community Services Officer	\$575.00 per year
Dispatcher	\$575.00 per year

Sr. Evid Tech/Evidence Technician	\$575.00 per year
Enforcement Officer	\$575.00 per year

20.2 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/her 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.

20.3 Protective Clothing

- a. The City agrees to provide Community Service Officers and Evidence Technicians with the necessary protective clothing e.g. foul weather gear if assigned to work in inclement weather and lab coats and coveralls for protection of clothing when doing evidence collection/identification. The Chief of Police will determine the necessity of the protective clothing.
- b. 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.
- c. It is agreed that the safety equipment identified above, and all 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 21. ASSOCIATION BUSINESS

One hundred and forty-four (144) hours per contract year relief from duty will be granted for conducting Association business. This relief time does not include time needed for administration for 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. Fifty-six (56) hours of unused time under this section may be carried over into the next calendar year. Under this provision, use of leave time is limited to 200 hours in any calendar year.

SECTION 22. JOB ACTIONS

In the event of violation of the provisions of Section 11 (Concerted Activity) of this Memorandum of Understanding on the part of the Association or any member of the Association, the City is entitled to withdraw any rights, privileges, or services provided for in this Memorandum of Understanding, City rules, regulations, or ordinances.

## SECTION 23. RESIDENCY/RESPONSE TIME.

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

Tahoe Basin:

South Shore north on Highway 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 24. NICOTINE USE RESTRICTION

Employees shall be prohibited from using nicotine on duty except during authorized rest periods. Should a covered employee violate this section, they will be subject to appropriate disciplinary action.

## SECTION 25. 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:

- 25.1 Displace/Demote – An employee who receives a layoff notice and is unable to displace a less senior employee in that classification, or to demote to a position in a lower classification in the classification series, will be eligible to demote or transfer to a vacant position, if any such positions exist, within the City, for which they meet the minimum requirements and for which on the job training can be provided sufficient that they can perform the duties assigned to that position. Subject to the following conditions:
- a. Employees placed pursuant to this paragraph shall serve a probationary period of one year.
  - b. If more than one such vacant position exists, the appointment authority(s), in conjunction with the Human Resources Manager and in consultation with the employee, shall determine which position is to be offered to the employee.
  - c. If more than one employee is eligible to fill a vacant position(s), the appointing authority(s) may select the employee(s) who best meet the needs of the department(s).

- 25.2 Disputes – any disputes arising among appointing authorities, or with the Human Resources Manager, or employee(s) pursuant to this section shall be resolved by the City manager, whose decision is final.
- 25.3 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.

#### SECTION 26. POLICE TRAINEE

The City and Association agree that a new classification of employee will be established to be known as Police Trainee. This classification is established at a salary rate 10% below first step of Police Officer (and will be maintained at that differentiation) and is to be filled by those employees newly hired to be Police Officers who have not yet completed the Peace Officers Standards and Training Basic Academy. These newly hired persons will not be considered sworn safety personnel until such time as they have successfully completed the P.O.S.T. Basic Academy and have been sworn in. It is also agreed that they will be sworn-in as soon as possible after successful completion of the P.O.S.T. Academy.

#### SECTION 27. ANTI-NEPOTISM

The City will not hire, promote, demote, 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.

#### SECTION 28. 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 29 SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law 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 30 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 31. REOPENERS

31.1 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 2014/2015 and fiscal year 2015/2016 are each 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SOUTH LAKE TAHOE POLICE  
EMPLOYEES’ ASSOCIATION

CITY OF SOUTH LAKE TAHOE

BY: Melissa Dube  
Melissa Dube

BY: Hal Cole  
Hal Cole, Mayor

BY: Chuck Flesher  
Chuck Flesher

BY: Thomas Watson  
Thomas Watson



ATTEST:  
Susan Alessi  
Susan Alessi, City Clerk

APPENDIX A

Community Services Officer  
Evidence/Property Technician  
Enforcement Officer  
Lead Safety Dispatcher  
Senior Evidence/Property Technician  
Police Officer Trainee  
Public Safety Dispatcher  
Public Safety Dispatcher Trainee

GRIEVANCESSECTION 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. . Employees may not appeal disciplinary actions through this grievance procedures.

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

SECTION 3 - REPRESENTATION/NO REPRISAL

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

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

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

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

SECTION 4 - TIME LIMITS

Failure of the employee to act within the required time periods specified for any level of this procedure shall result in a resolution of the grievance at the last step pursued. Failure of the City to act within the required time periods shall result in an automatic advancement of the grievance to the next step of the procedure. Time limits specified in

this procedure may be extended by mutual written agreement between the grievant or his/her representative and the City.

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

## SECTION 5 - PROCEDURES

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

### STEP I. IMMEDIATE SUPERVISOR

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

### STEP II. DIVISION MANAGER

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

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

### STEP III. POLICE CHIEF

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

The written grievance shall contain the following information:

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

If the Police Chief (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 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 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 to the grievance.

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

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

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, or suspension without pay. 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 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 require time periods shall result in an automatic advancement of the appeal to the next step. Time limits specified in this procedure may be extended by mutual written agreement between the employee or his/her representative and the City.

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

## SECTION 5 - PRE-ACTION PROCEDURE

### A. Action Proposed by Police Lieutenant

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

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

### B. Police Chief Review

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

## SECTION 6 - POST-ACTION APPEAL

### A. City Manager Review

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

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

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

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

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

#### B. Hearing Board

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

The outside hearing board shall be selected as follows:

- two (2) members selected by the grievance;
- two (2) members selected by the City;
- one (1) person 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 employee'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.

## **APPENDIX D**

## COMMUNICATIONS CENTER TRAINING MODULES

### Critical Incidents

Tactical Dispatch	40 hours
Hostage Negotiations	40 hours
Crisis Intervention & Negotiations	32 hours
Critical Incidents	16 hours
Mental Illness Awareness	8 hours
Domestic Violence	8 hours
Sexual Assault	8 hours
School Violence	8 hours
Active Shooter Situations	8 hours
Suicide Intervention	8 hours
PTSD/TBI, Substance Abuse and Dependence	8 hours

### Dispatch Skills

Communications Training Officer	40 hours
Tactical Dispatch	40 hours
Emergency Medical Dispatch	24 hours
Advanced Dispatcher	24 hours
Peer Counseling	24 hours
Communications Training Officer Update	16 hours
Complacency & Critical Decision Making	8 hours
Dispatch Customer Service	8 hours

### Health & Wellness

Critical Incident Stress Management (CISM)	24 hours
Protect Law Enforcement Responders	8 hours
911 Liability Shield	8 hours
Mental Preparedness	8 hours
Dispatcher Wellness	8 hours
Surviving Dispatch Stress	8 hours

EVIDENCE TECHNICIAN TRAINING MODULE

TECHNICAL TRAINING

Module A

Bloodstain dynamics	40
Advanced bloodstain pattern analysis	40
Death investigation	8
Digital photography	24
Forensic photography	40
Crime scene videotaping	24

Module B

Crime scene investigation	40
Crime scene investigation & reconstruction (Adv)	50
Latent fingerprint comparison	40
Latent fingerprint comparison (Adv)	40
Shoe & Tire impressions	24

Module C

Fire investigation IA	40
Fire investigation IB	40
Fire investigation 2A	40
Arson & Explosives investigation	40
Post blast investigation	40

APPENDIX D  
(continued)

COMMUNITY SERVICE OFFICER TRAINING MODULES  
(CSO Assigned To Training/Personnel/Payroll)

Training:

Training Management	40	
Course Coordinators Workshop	40	
Training Management System	8 -16	
Training Conference	40	
Training Skills for L.E. Trainers	35	
Personal Computing (L TCC)	48	(4 units)
Word Processing (L TCC)	24	(2 units)

Personnel/Payroll:

Personnel Management	40	
Ethics – Character Training	40	
Stress Management	16	
Measure/Improve Organizational Success	16	
Ethical Dilemmas in Public Safety	8	
Career Ethics/Integrity	8	
Peer Counseling	24	

**APPENDIX D**  
**(continued)**

**COMMUNITY SERVICE OFFICER TRAINING MODULES**  
(CSO Assigned to Records)

Technical Skills:

Sex Offender Tracking (DOJ)	16
Basic Fingerprinting	40
Courtroom Procedure - Testimony	24
Basic Law Enforcement Records (POST)	40
Livescan Training	20
Community Service Officer (POST)	40

Computer Skills:

Network Communication	24	
CLETS Training	24	
Personal Computing (L TCC)	48	(4 units)
Word Processing	24	(2 units)
Intermediate Word Processing	24	(2 units)
Excel Spreadsheet	24	(2 units)
Intermediate Excel Spreadsheets	24	(2 units)
IFAS Payroll Accounting	16	
IFAS General Ledger (PO) Accounting	8	

Communication Skills:

Communication Skills	24	
Stress Management	16	
Peer Counseling	24	
Dealing with Difficult People	8	
COPPS	8	
Community Relations	8	
Community & Human Resources (LTCC)	48	(4 units)
Customer Service for Law Enforcement	24	
Cultural Awareness	40	
Spanish for Law Enforcement	40	

Individually Developed Specialty Module:

A module created by the individual unit member, which specializes in a certain area, and contains no less than 100 hours. Each module must be pre-approved by the appropriate Command Staff member.

**APPENDIX E**

**Salary Table as of 10-1-2014**

5601 COMMUNITY SERVICE OFFICER

Index Key Value

4100/4108/01	20,1484	3,492
4100/4108/02	21,1548	3,667
4100/4108/03	22,2115	3,850
4100/4108/04	23,3256	4,043
4100/4108/05	24,4901	4,245

4140 DISPATCH LEAD

Index Key Value

4100/4140/01	23,2773	4,035
4100/4140/02	24,4462	4,237
4100/4140/03	25,6620	4,448
4100/4140/04	26,9454	4,671
4100/4140/05	28,2963	4,905

6520 DISPATCHER TRAINEE

Index Key Value

4100/4100/01	20,1556	3,494
4100/4100/02	21,1620	3,668
4100/4100/03	22,2187	3,851
4100/4100/04	23,3328	4,044
4100/4100/05	24,4974	4,246

6545 LEAD PUBLIC SFTY DISPATCHER

Index Key Value

4100/4132/01	23,2773	4,035
4100/4132/02	24,4398	4,236
4100/4132/03	25,6618	4,448
4100/4132/04	26,9485	4,671
4100/4132/05	28,2927	4,904

5720 PARKING ENFORCEMENT OFFICER

Index Key Value

4100/4170/01	15,1095	2,619
4100/4170/02	15,8624	2,749
4100/4170/03	16,6526	2,886
4100/4170/04	17,4874	3,031
4100/4170/05	18,3730	3,185

4123 POLICE TRAINEE

Index Key Value

4100/4101/01	27,8084	4,820
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3490 PROPERTY/EVIDENCE TECHNICIAN

Index Key Value

4100/4123/01	23,6276	4,095
4100/4123/02	24,8064	4,300
4100/4123/03	26,0500	4,515
4100/4123/04	27,3511	4,741
4100/4123/05	28,7168	4,978

6540 PUBLIC SAFETY DISPATCHER

Index Key Value

4100/4113/01	22,1683	3,843
4100/4113/02	23,2825	4,036
4100/4113/03	24,4398	4,236
4100/4113/04	25,6618	4,448
4100/4113/05	26,9485	4,671

3500 SENIOR PROPERTY/EVIDENCE TECH

Index Key Value

4100/4122/01	25,9925	4,505
4100/4122/02	27,2864	4,730
4100/4122/03	28,6521	4,966
4100/4122/04	30,0825	5,214
4100/4122/05	31,5921	5,476

5600 SR COMMUNITY SERVICE OFFICER

Index Key Value

4100/4112/01	22,1612	3,841
4100/4112/02	23,2681	4,033
4100/4112/03	24,4326	4,235
4100/4112/04	25,6546	4,447
4100/4112/05	26,9341	4,669