

MEMORANDUM OF UNDERSTANDING

CITY OF EUREKA

AND

**EUREKA POLICE OFFICERS' ASSOCIATION
(EPOA)**

JUNE 7, 2016 to JUNE 7, 2019

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUREKA
AND
THE EUREKA POLICE OFFICERS' ASSOCIATION

June 7, 2016 to June 7, 2019

- A. PREAMBLE: Pursuant to the Meyers-Milias-Brown Act and the City of Eureka Employee-Employer Relations Resolution, this Memorandum of Understanding has been entered into by the City of Eureka, hereinafter referred to as the "CITY," and the Eureka Police Officers Association, hereinafter referred to as the "ASSOCIATION." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the City and the Association, the establishment of equitable procedures for the peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.
- B. RECOGNITION: The Eureka City Council hereby recognizes the Association as the representatives for the bargaining unit consisting of the following classes:

ANIMAL CONTROL OFFICER
COMMUNICATIONS DISPATCHER
EVIDENCE TECHNICIAN I/II
POLICE OFFICER
POLICE RECRUIT
POLICE SERGEANT
POLICE PROPERTY COORDINATOR
POLICE PROPERTY TECHNICIAN
SENIOR COMMUNICATIONS DISPATCHER

The parties agree that recognition extends to all regular City Council allocated positions, whether full-time or part-time, in the classes listed above. Regular City Council allocated position is defined to mean those positions approved by the City Council and subject to the provision of the City's Personnel Rules and this Memorandum of Understanding. These positions are in the classified/competitive service as compared to Temporary, Seasonal and Extra Help positions, which are not. No person employed by the City in a Temporary, Seasonal or Extra Help status, in an EPOA-represented class, shall be subject to the provisions of this MOU or eligible to the benefits provided therein.

ARTICLE 1 - TERM OF AGREEMENT

This Memorandum of Understanding shall be effective June 7, 2016, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as set forth and shall remain in full force and effect to 11:59 p.m. June 7, 2019.

ARTICLE 2 - SALARIES

The figures below reflect monthly salary amounts employees in each class will receive. Step 1A results in a 6 step salary schedule only for employees newly hired after August 20, 2013. New employees hired at Step 1A shall be eligible for a salary step increase to Step 1 after 6 months and to Step 2 after 12 months from hire. No subsequent step increases may occur until 12 months after the previous step increase.

		<u>Step 1A</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	Mo:	4027	4239	4451	4674	4908	5154
	Hr:	23.232	24.456	25.679	26.965	28.315	29.735
Police Recruit	Mo:	2725	2868	3012	3163	3322	3489
	Hr:	15.721	16.546	17.377	18.248	19.165	20.129
Police Sergeant	Mo:	4894	5152	5410	5681	5966	6265
	Hr:	28.234	29.723	31.212	32.775	34.419	36.144
		<u>Step 1A</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Animal Control Officer	Mo:	2846	2996	3146	3304	3470	3644
	Hr:	16.419	17.285	18.150	19.062	20.019	21.023
Communications Dispatcher	Mo:	2841	2991	3141	3299	3464	3638
	Hr:	16.390	17.256	18.121	19.033	19.985	20.988
Evidence Technician I	Mo:	2812	2953	3101	3257	3420	3592
	Hr:	16.23	17.037	17.890	18.790	19.731	20.723
Evidence Technician II	Mo:	2953	3101	3257	3420	3591	3771
	Hr:	17.04	17.890	18.790	19.731	20.717	21.756
Police Property Coordinator	Mo:	2822	2971	3120	3276	3440	3612
	Hr:	16.280	17.140	18.000	18.900	19.846	20.838
Police Property Technician	Mo:	2629	2767	2906	3052	3205	3366
	Hr:	15.167	15.963	16.765	17.608	18.490	19.419
Sr. Communications Dispatcher	Mo:	3134	3299	3464	3638	3820	4011
	Hr:	18.080	19.033	19.985	20.988	22.038	23.140

Cost of Living Adjustment

Effective the first full pay period beginning in January 2018, all employees shall begin receiving a one percent (1%) base salary increase on their regular paychecks. Effective the first full pay period beginning in January 2019, all employees shall begin receiving an additional one percent (1%) base salary increase on their regular paychecks (for a total of two percent (2%).

Longevity/Retention Base Salary Increase

Effective the first full pay period beginning in May 2018, EPOA employees shall receive a longevity/retention base salary increase on their regular paychecks in accordance with the following schedule:

1. EPOA employees with five (5) years of continuous service with the City of Eureka shall begin receiving a one percent (1%) base salary increase.
2. EPOA employees with ten (10) years of continuous service with the City of Eureka shall begin receiving a two percent (2%) base salary increase.
3. EPOA employees with fifteen (15) years of continuous service with the City of Eureka shall begin receiving a three percent (3%) base salary increase.

ARTICLE 3 - RETIREMENT PLAN

- A. The City agrees to continue the current retirement contract, as such existed on the date of this Agreement, between the City of Eureka and the Board of Administration for the Public Employees' Retirement System for the State of California, to provide for safety members in this bargaining unit the benefits listed in this Article (as contained in current law).
- B. The City agrees to continue the current retirement contract for non-safety members as existed on the date of this Agreement between the City of Eureka and the Board of Administration for the Public Employees' Retirement System for the State of California.
- C. The parties agree that in future negotiations for a successor Agreement, total compensation (considering costs and/or benefit level) shall be considered, including, but not limited to, wages and retirement.
- D. Effective the first full pay period beginning in January 2014, employees shall begin a deduction of 1% of salary that is subject to PERS as a contribution towards the City's PERS employer rate costs. Effective the last full pay period beginning in June 2015, this deduction shall increase to a total of 2% of salary that is subject to PERS. Effective the first full pay period following adoption of the 2016-2019 MOU, this deduction shall increase to a total of 3% of salary that is subject to PERS. Said deduction shall be on a pre-tax basis.
- E. PEPRA and Employee PERS Contributions
The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law (PERL) amendments in Assembly Bill (AB) 340 became law on September 12, 2012, and the provisions were effective January 1, 2013.

The EPOA and the City agree to implement all PEPRA provisions and all applicable amendments thereto. Effective January 1, 2013, PERS "Miscellaneous" employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Miscellaneous" pension formula 2%@62, with a 3-year final compensation period. "Safety" employees defined by PEPRA as "new members" shall pay 50% of the total normal cost for the new "Safety" pension formula 2.7%@57, with a 3-year final compensation period.

"Classic Miscellaneous members" defined as those employees hired prior to January 1, 2013, will retain the 2.7%@55 Miscellaneous PERS formula with an 8% member contribution with a 1-year final compensation period. "Classic Safety members" defined as those employees hired prior to January 1, 2013, will retain the 3%@50 Safety PERS formula with a 9% member contribution with a 1 year final compensation period.

Employee member contributions shall be on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

The PEPRA defines a "new member" as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another CA public retirement system.
- c. A member who first establishes CalPERS membership prior to January 1, 2013 and who is rehired by a different CalPERS employer after a break in service of greater than six months.

ARTICLE 4 - HEALTH INSURANCE

A. The monthly financial obligation of the City and of the employee for medical coverage for EPOA-represented employees shall be as follows:

1. Insurance Plan: REMIF EPO 250/25/100 and Health Savings Account (HSA) Plan; County of Humboldt Dental and Vision Plans.

2. Total Monthly Premium Regular Plan (effective July 1, 2015):

*Medical:

Employee Only: \$ 659.00

Employee+1: \$1,383.00

Employee+2/more: \$1,975.00

Total Monthly Premium HSA Plan:

*Medical:

Employee Only: \$ 480.00

Employee+1: \$1,007.00

Employee+2/more: \$1,439.00

Total Monthly Premium Dental/Vision:

*Dental: \$74.38

*Vision \$12.88

3. Monthly Contributions:

The employee contribution for medical, dental, and vision coverage is \$30. The City will pay the remaining current premiums according to the medical plan and coverage level selected by the employee. Effective the first full pay period following August 20, 2013, employees shall begin paying 10% of the premium cost for health insurance, except employees in the "Regular Plan - Employee + 2 or more Coverage Tier" shall begin paying 20% of the premium cost. Effective July 1, 2014, all employees shall begin paying 20% of the premium cost for health insurance. There is no other change to the current medical benefits.

4. Deductibles:

Regular Plan: \$250 for Single and \$750 for Family. The City agrees to pay the full Single deductible amount and up to \$500 of the Family deductible amount through a mutually agreeable process.

HSA Plan: \$1,300 for Single and \$2,600 for Family. The City agrees to pay the full deductible amounts for both Single and Family coverage, through a mutually agreeable process. Any portion of the deductible that remains unpaid to the employee at the end of the plan year (June 30 of each year) will be contributed to the employees' HSA account in July of each year.

5. Employees who choose to opt out of health insurance coverage due to having other coverage available to them will receive a payment of \$300 per month. In order to be eligible to opt out, employees must comply with the appropriate provisions of the plan, provide proof of other insurance coverage, and sign an agreement holding the City and EPOA harmless.

Note: Employees may not opt out of the dental or vision coverage.

- B. The City agrees to pay up to a total of \$1300 per month for health insurance. Effective the first full pay period following August 20, 2013, this shall no longer be in force or effect. The parties agree to meet and confer promptly regarding potential transfers to other health insurance plans, and to actively research and provide recommendations regarding future health insurance coverage, through a joint committee established for this purpose.

ARTICLE 5 - PROFESSIONAL CERTIFICATION COMPENSATION PLAN

A. ELIGIBILITY TO PARTICIPATE

1. Sworn Officers and Dispatchers

Any sworn Police Officer shall be eligible to participate in the professional certification compensation plan as set forth in this Article under the following conditions:

- a. The possession of a Peace Officers Standards and Training Intermediate and/or Advanced Certificate; and
- b. An overall competent, or better, employee performance evaluation rating.

2. Civilian Members

Any civilian member shall be eligible to participate in the professional certification compensation plan as set forth under this Article under the following conditions:

- a. Meet eligibility requirements based on education/years of service as outlined in this Article.
- b. An overall competent, or better, employee performance evaluation rating.

B. ELIGIBILITY FOR PAYMENT OF BENEFITS

1. Sworn Officers and Dispatchers

The California Commission on Peace Officers Standards and Training (POST) issues professional certificates to full-time regular peace officers and dispatchers, based upon successful completion of a combination of education, training, and experience as prescribed by the Commission. Guidelines currently adopted by POST shall be used in determining eligibility. To obtain certification pay on their eligibility date, employees are responsible for submitting appropriate documentation to the designated Police Department representative as far in advance of the effective date as possible. The department will forward the information to POST, POST will verify the appropriate eligibility date and issue a certificate, and certification pay shall commence on that date. If an eligible employee does not submit their documentation in time for POST to process the information by the eligibility date, the payment effective date shall be the date POST issues the certificate, rather than being retroactive to the eligibility date. It is agreed that, should a discrepancy exist concerning the eligibility date, the date determined by POST will be the date on which certification pay commences.

- A. Any sworn Police Officer or Dispatcher who, upon date of appointment, qualifies for professional certification compensation as set forth in this Article, shall be eligible for such compensation on the date of appointment. Qualifying officers shall not initially be required to meet the requirement in section A, Eligibility to Participate, 1, b, but will be expected to maintain "An overall competent, or better, employee performance evaluation rating" as performance evaluations occur.

2. Other Civilian Members

A formula using education and years of city service which correlates with that for the Intermediate and Advanced certificates will be used. Years as used below means years of continuous service (vs. intermittent) in an EPOA-represented class.

	<u>"Intermediate"</u>	<u>"Advanced"</u>
BA degree	4 years	8 years
AA degree	6 years	10 years
No degree	8 years	12 years

3. Any employee who is eligible to participate in the professional certification pay plan pursuant to the conditions set forth above shall be entitled to receive professional certification pay in accordance with the following schedule:

Sworn Officers

"Intermediate"	7% of Basic Salary
"Advanced"	14% of Basic Salary

Dispatchers

"Intermediate"	7% of Basic Salary
"Advanced"	14% of Basic Salary

Civilian Members

"Intermediate"	2% of Basic Salary
"Advanced"	4% of Basic Salary

4. For purposes of this Article, "Basic Salary" shall mean the salary classification, range, and step to which an employee is assigned.
5. The benefits provided by this Article shall be non-cumulative. An employee holding an Advanced Certificate shall be entitled to receive 14% only of the basic salary. A civilian employee holding the equivalent to an Advanced certificate shall be entitled to receive 4% only of the base salary.
6. The benefits payable pursuant to the provisions of this Article shall be paid semi-monthly and shall be for the preceding month. The benefits shall commence with the month following the month in which the employee obtains the certificate and authorization for payment.

7. Achievement of the appropriate professional certification within the maximum years of experience noted above is the performance standard. Failure to initially achieve certification within the time prescribed may be considered cause for discipline.

8. For employees who met eligibility guidelines for Incentive Pay under the MOU expiring December 31, 1996, but are not eligible for Intermediate or Advanced Certification pay, their respective additional compensation shall continue until eligible for the Intermediate or Advanced certificates. For example, an employee who was receiving 5% for an Intermediate plus 2% for Incentive Pay, shall continue to receive 7% additional pay. It is the intent of this agreement that no employee will be penalized by a loss of pay with the adoption of these new guidelines and deletion of the Incentive Pay program.

ARTICLE 6 - CALL BACK PAY

- A. Employees represented by the Association who are called to duty or subpoenaed to give testimony in court about events arising out of their employment shall be compensated at the rate of time and one-half the employee's regular rate of pay with a minimum compensation of four hours.
- B. In the event that such testimony is scheduled contiguous to the employee's regular duty shift, there shall be no minimum compensation guarantee. "Contiguous" is defined as immediately preceding the beginning, or following the end, of an employee's shift.

The following examples are intended to clarify how the preceding sections are applied:

An officer has a court subpoena for a time within the four hours preceding the beginning of their shift. The officer will receive regular overtime from the court time up to the beginning of their shift, if the court time meets or exceeds four hours, they will receive the full court callback of four hours.

The regular schedule of an officer ends at 2:00 p.m. and that officer has a 2:00 p.m. court subpoena. The hearing lasts until 3:30 p.m. This is contiguous to the officer's shift, and the officer is entitled to 1 1/2 hours overtime.

The regular schedule of an officer ends at 2:00 p.m. and that officer has a 2:30 p.m. court subpoena. The hearing lasts until 3:30 p.m. The officer is entitled to four hours court callback, since there was a break between the end of the shift and the court time.

The regular schedule of an officer ends at 7:00 a.m. The officer has an 8:30 a.m. court subpoena. They are entitled to 4 hours callback, since this is not contiguous to the officer's shift.

- C. Employees who are called back to participate in Department-generated meetings or training shall be compensated at the rate of time and one-half the employee's regular rate of pay with a minimum compensation of two hours.
- D. Shift assignments shall not be exercised in such a manner as to avoid payment provided in this Article.
- E. Employees shall not schedule vacation or watch exchanges in order to receive compensation under the provision of this Article.
- F. Minimum compensation guarantees shall not apply when multiple overtime assignments overlap during the minimum compensation time period of one or more assignments and the total hours compensated exceeds two hours for scheduled training/off-hour meetings or four hours for court/regular callback.

Multiple overtime assignments that overlap and exceed the two or four hour minimum shall be compensated as regular overtime.

Overtime that involves the overlap of two different minimum compensation guarantees shall receive the higher minimum compensation.

Examples:

1. An officer on his regular day off has a court subpoena for 10:00 a.m. followed by a traffic overtime assignment scheduled for 12:00 p.m. to 4 p.m. The court hearing ended at 10:30 a.m. and the traffic overtime assignment started and ended on time. Since the court callback minimum compensation guarantee is contiguous to the traffic overtime assignment and the total overtime period for two assignments exceeds four hours, the officer will receive regular overtime of six hours.
2. An officer on his regular day off has a court subpoena for 10:00 a.m. followed by an off-hour meeting scheduled for 11:00 a.m. to 12 p.m. The court hearing ended at 10:30 a.m. and the meeting ended at 11:45 a.m. Since the court callback minimum compensation guarantee is contiguous to the meeting, but the total overtime period is less than four hours for the two assignments, the officer will receive the minimum court callback of four hours.
3. An officer on his regular day off has a court subpoena for 10:00 a.m. and an off-hour meeting scheduled later in the day for 4:00 p.m. to 6 p.m. The court hearing ended at 10:30 a.m. and the meeting ended at 5:00 p.m. Since the court callback minimum compensation guarantee is not contiguous to the meeting or any other assignment, the officer will receive the minimum court callback of four hours. Additionally, since the off-hour meeting was not contiguous to any other assignment, the officer will receive the minimum off-hour meeting compensation of 2 hours.

ARTICLE 7 - STAND-BY TIME

Standby (or on-call) time shall be defined as that time period, which is other than an employee's work day or shift, when the employee must be immediately available and ready to return to work. Time spent on standby does not constitute work hours, and employees so assigned shall be free to pursue their personal activities. However, when assigned to standby, the employee shall be ready to respond to the appropriate work site within 30 minutes after being contacted by phone, and shall refrain from activities which could reasonably be expected to impair their ability to perform assigned duties.

Standby duty shall, whenever possible, be assigned on a voluntary basis. When voluntary assumption of Standby duty is insufficient to meet the needs of the Police Department, or employees possess insufficient knowledge, skills or experience in the opinion of the Police Chief or his/her designee to adequately serve in Standby capacity, then Standby duty will be assigned. In the event Standby duty is assigned on a non-voluntary basis, such assignments shall be on a rotational basis whenever possible.

Investigators assigned to Standby duty shall be afforded the use of a City-provided take-home car for the duration of the assignment.

Subject to advance department approval, an employee assigned Standby duty may trade such assignment with another qualified and eligible employee.

Employees who are assigned to Standby duty pursuant to this policy, shall receive one day (calculated pursuant to the regularly-scheduled number of hours for that member) of compensating time off for each week of assigned Standby time. Employees who are called back to work shall be compensated in accordance with Article 6, Call Back Pay. If an employee assigned to Standby duty fails, for any reason, to respond when contacted, no compensation shall be paid or earned for Standby duty for that assigned period.

Standby (or on-call) as provided by this policy is a formal assignment and is distinguished from other less formal inquiries into employees' potential availability to return to work if needed. Inquiries into whether employees are available for future call-backs, or whether they will be in the immediate area at particular times during the coming days or weeks does not constitute Standby, and is not compensable pursuant to this or any other policy.

ARTICLE 8 - SPECIALIST PAY

- A. Each employee who is assigned to a specialist position listed in Paragraph B below shall receive a five (5) percent base pay differential for each month, or portion thereof, during which the employee is assigned to perform specialist service.
- B. The positions designated to be specialist positions with a 5% differential include: Investigator (includes Drug Task Force), Field Training Officer, Motorcycle Officer, Detective Sergeant, Detective Sergeant (POP), Field Training Sergeant and POP.
- C. Each employee who is assigned to a specialist position listed in Paragraph D below, shall receive a seven and one half (7.5) percent base pay differential for each month, or portion thereof, during which the employee is assigned to perform specialist services.
- D. The position(s) designated to be specialist positions with a 7.5% differential include: Senior Investigator, Senior Investigator/Evidence, and Senior Traffic Officer.
- E. The selection of specialist assignments shall be at the discretion of the Chief of Police.
- F. The length of time an employee may hold a specialist assignment shall be at the discretion of the Chief of Police based solely upon the needs of the City.
- G. Pursuant to Section E and F of this Article, the Chief of Police may make K-9 specialist and mounted patrol specialist assignments under the following conditions:
 - 1. Employees assigned as K-9 specialist or mounted patrol specialist shall be subject to the FLSA 7K exemption providing for 43 hours in a 7 day work period.
 - 2. Employees assigned as K-9 specialists or mounted patrol specialist shall be compensated for 30 minutes per day, seven days a week, 365 days per year for the normal care, feeding, grooming, and training of the dog or horse. The parties agree that 30 minutes per day is a reasonable amount of time a K-9 specialist or mounted patrol specialist normally needs for these activities. In the event that a K-9 specialist or mounted patrol specialist finds that more than 30 minutes per day is necessary for the normal care, feeding, grooming, and training of the dog or horse, it shall be the employee's responsibility to inform the City of such need, prior to exceeding the 30 minute daily limit.

The 30 minutes per day compensation shall be paid either as straight time or overtime dependent upon the number of hours the employee normally works in a 7 day work period.
 - 3. To facilitate as broad a range of experience within the Police Department as possible, an employee who maintains K-9 specialist status or mounted patrol specialist status and who subsequently requests and is assigned to another specialist assignment pursuant to this Article, shall only be compensated as though he/she were a K-9 specialist or mounted patrol specialist. Should, for any reason, an employee assigned to two specialist assignments have their dog or horse retired, the employee shall begin receiving specialist pay pursuant to Section A or D above, in the next pay period.
- H. An employee who is assigned to more than one specialist position shall not be compensated separately for each assignment, but shall receive the one highest specialist compensation of all of the assigned positions.

ARTICLE 9 - NON-DUTY RELATED JURY AND WITNESS LEAVE

- A. When an on-duty employee is subpoenaed to serve as a juror or witness in any court action, they shall be allowed leave for the time actually required for such service without loss of pay. However, the employee must return to work immediately after being excused from such service.
- B. Each on-duty employee subpoenaed for such services shall present the subpoena calling them for such service to the Chief of Police for examination.
- C. Each on-duty employee called for such service shall notify their immediate supervisor as soon as possible to make arrangements for suitable replacement during the employee's absence.
- D. Each on-duty employee shall receive their regular pay provided all jury or witness fees are remitted to the City.
- E. In the event an employee provides such service on scheduled days off, they may keep the fees received for such service.
- F. Time served by an employee for such service shall not be counted towards the computation of overtime pay and the employee shall not receive overtime pay for participating in such service.

ARTICLE 10 - TEMPORARY DUTY PAY

Whenever an employee is assigned duties and responsibilities of a higher classification which are in addition to the duties and responsibilities assigned to and customarily performed by the employee in their position of employment, and such assignment is for a period in excess of thirty (30) days, the employee shall be compensated either at the rate equal to Step 3 of the higher classification for the position the employee is assigned, or with an additional ten percent (10%) of an employee's base rate of pay, whichever amount is higher, for each additional month, or portion thereof, during which the employee is assigned to perform and performs such additional duties and responsibilities.

ARTICLE 11 - UNIFORM ALLOWANCE

- A. Whenever an officer or employee of the Police Department is required to have, or while on duty to wear, a full distinctive uniform, they shall be paid \$600 annually, consisting of two semi-annual payments; one payment to be included in the payroll ending on May 31 and the other included with the payroll ending November 30, for the maintenance, repair, and replacement of such distinctive uniform.

- B. During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of removing this benefit from the MOU and having these costs paid or reimbursed by the Police Department.

ARTICLE 12 - LIFE INSURANCE

The City shall provide a \$20,000 life insurance policy for each eligible employee covered by this agreement. In addition, the City shall provide each eligible employee a \$1,000 policy for each eligible dependent.

ARTICLE 13 - WORK WEEK, WORK PERIOD

- A. As assigned by the Chief of Police, the regular work week for all miscellaneous employees covered by this Agreement shall be either a forty (40) hours per week, which consists of five (5) consecutive work days with an eight (8) hour shift per work day, excluding meal breaks, and two (2) consecutive days off or four (4) consecutive work days with a ten (10) hour shift per work days, excluding meal breaks, and three (3) consecutive days off. For purposes of the Fair Labor Standards Act, the work period for said miscellaneous employees shall be seven (7) days and shall consist of no more than forty (40) hours at non-overtime rate of pay not including meal periods.

- B. As assigned by the Chief of Police, the regular work week for safety employees shall be either five (5) consecutive work days with an eight (8) hour shift per work day and two (2) consecutive days off, or four (4) consecutive work days with a ten (10) hour shift per work day and three (3) consecutive days off. Employees who work on off-duty days shall also be paid up to either 8 hours or 10 hours, according to their assigned schedule. For purposes of the Fair Labor Standards Act, the work period for safety employees shall remain seven days with a maximum of non-overtime hours of 43. This work period has and will remain as authorized under section 207(k) of the FLSA. For safety employees assigned as K-9 Specialist pursuant to Article 8; the work period shall be seven days and shall consist of no more than 43 hours at non-overtime rate of pay.

- C. Every reasonable effort will be made to minimize employees working more than five (5) consecutive days.

ARTICLE 14 - OVERTIME PAY

- A. For miscellaneous employees covered by this Agreement, overtime is defined as time worked in excess of forty (40) hours in a regular work week.
- B. For safety employees, overtime is established at the rate of time and one half the regular rate of pay, and is defined as time worked in excess of 40 hours for employees who work 5/8's, 40 hours for employees who work 4/10's, and 43 hours for K-9 specialists, in the regular 7 day work period, provided however, that in the event overtime results from an employee-requested shift trade, such time shall not be considered overtime.
- C. For the purpose of computing time worked in the work period, all paid leave time, and any compensated time off taken during the work period shall be computed as time worked.
- D. At the option of the Employee, overtime worked by employees shall be either paid in cash at one and one-half (1 1/2) times the regular rate of pay or accumulated as compensatory time off at the rate of one and one-half (1 1/2) times the overtime worked. Compensatory time off may be accumulated to a maximum of 160 hours. Once an employee has 160 hours of accumulated compensatory time off, all overtime will be paid in cash. In the last pay period of December of a given year, employees may request and be paid for up to a maximum of 80 hours of accrued compensatory time off.
- E. During the normally scheduled watch rotation, if an employee is scheduled to work more than four or five consecutive days, depending on the work schedule being a 4/10 or 5/8 respectively, the fifth or sixth day shall constitute the beginning of the next work week or work period.
- F. Every reasonable effort shall be made to minimize employees working more than four or five consecutive days, respectively, for a 4/10 or 5/8 work schedule.
- G. Upon termination of City employment, an employee covered under this Agreement will be paid in cash for all unused compensatory time off accrued.

ARTICLE 15 - OVERTIME ASSIGNMENT

1. The Department shall provide a Voluntary Overtime sign-up list that shall be utilized whenever anticipated or planned absences or activities requiring additional personnel to be assigned occurs.

Examples: Scheduled vacation leaves, military leaves, medical leaves, training leaves.

2. Unscheduled short notice absences to be filled by voluntary overtime shall be filled utilizing the same procedures.

Examples: Illness, injury, or other excused, unplanned absences.

3. A reasonable effort will be made to provide overtime assignments as described above in 1 and 2 on an equitable basis to those employees volunteering for such overtime.
4. In the event ordered overtime is necessary because of a lack of willing volunteers, a reasonable effort will be made to assign such ordered overtime on an equitable basis among employees qualified to perform the overtime work.

ARTICLE 16 - PROBATIONARY PERIOD

A. Objective of the Probationary Period

The probationary period is to be regarded as an integral part of the testing procedure and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to their position.

B. Regular Appointment Following Probationary Period

All original appointments shall be tentative and subject to a probationary period of twelve months for miscellaneous employees, and probationary period of up to sixteen months for safety personnel. For both miscellaneous employees and safety personnel, this probationary period begins on the date of hire, but for safety personnel, it continues for one full year beginning the day after completion of the FTO program. The length of the probationary period may be extended for a maximum period of twelve additional months for reasonable cause by the City Manager when requested in writing by the Chief of Police. Such written request may not be used by an employee, who is terminated for failure to satisfactorily perform the probationary period, to show that they were terminated for cause. All benefits shall accrue to both miscellaneous employees and safety personnel at the end of six (6) months of their employment, except the right to appeal of dismissal during the probationary period.

C. Regular Appointment Following Promotional Probationary Period

All promotional appointments shall be tentative and subject to a probationary period of twelve (12) months for both miscellaneous and safety personnel. The length of the probationary period may be extended for reasonable cause by the City Manager when requested in writing by the Chief of Police. Such written request may not be used by an employee, who is terminated for failure to satisfactorily perform the probationary period, to show that they were terminated for cause.

D. Rejection of Probationer

During the probationary period an employee may be rejected at any time by the appointing authority without cause, and without the right of appeal. Notification of rejection in writing shall be served on the probationer along with reasons for dismissal.

E. Rejection Following Promotion

Any employee rejected during the probationary period from a position to which they have been promoted shall be reinstated to the position from which they were promoted unless they are dismissed from the City service as provided by the Personnel Rules and Regulations.

F. Rejection Following Promotion or Transfer to a Position Not Within Competitive Service

Any employee in the competitive service promoted or transferred to a position not included in the competitive service shall be reinstated to the position from which they were promoted or transferred if, within six (6) months after such promotion or transfer, action is taken to reject or dismiss them unless they are discharged from the City service in the manner provided by the Personnel Rules and Regulations.

ARTICLE 17 - LAY OFF PROCEDURE

A. During the term of this agreement the parties agree to meet and confer on a lay-off policy with the purpose of updating the current policy/procedure.

B. Policy

Whenever in the judgment of the Council it becomes necessary in the interest of economy or because the position or employment involved no longer exists, the Council may abolish such employment or position in the competitive service. Upon the abolition of a position the appointing power may lay off, demote, or transfer an employee holding such position or employment without filing written charges and without the right of appeal.

C. The order of lay off of employees shall be established by the City Manager on the recommendation of the Department Head involved. The Police Chief shall take into consideration the job performance and seniority, as defined in "F" and "G" below.

D. Criteria

For the purpose of determining the layoff list, the order of lay off by classification shall be:

1. Temporary or provisional employees
2. Probationary employees
3. Employees whose last two performance evaluation ratings were less than "Satisfactory"
4. Employees with less than five (5) years service
5. Other employees by placement on lay off list

E. Any person in a higher rank shall have the right to demote to a lower rank formerly held by that employee.

F. Any employee in a higher rank, who has service in a lower classification, shall be allowed to use all years' service for both positions as seniority credit to establish position on the lower classification lay off list (bumping). Otherwise, seniority shall be determined by number of years in the rank in which employee is presently serving.

G. Seniority credit will be based on years of service in an EPOA-represented position or pro-rata of year's service based on twelve (12) months per year.

H. Any person affected by the provisions of this lay off procedure shall have the right to review with the Director of Human Resources or designee, prior to lay off or demotion, said employee's seniority and job performance which determined the employee's placement on the layoff list.

ARTICLE 18 - METHOD OF FILLING VACANCIES

- A. The following language pertaining to the method of filling vacancies is deleted:
"However, every reasonable effort shall be made to effect promotions, including appointment to positions of Department Head, from within competitive service."
- B. The following language pertaining to the method of filling vacancies is added: "Every reasonable effort shall be made to select the most qualified candidate for each position."
- B. It is understood that the City Recruitment Procedure is modified so that recruitments can be conducted, at the option of the Personnel Officer after conferring with the affected Department Head(s), through closed promotional (all permanent City employees who meet the desired qualifications) and/or open competitive (all individuals who meet the desirable qualifications) processes.

The method and process for filling vacancies shall be met and discussed between the City and EPOA upon request. Furthermore, the method and process selected shall be memorialized in writing and provided upon request prior to the recruitment commencing. The City shall have sole authority in selecting the method and process for filling vacancies.

It is agreed that the City will fill any promotional vacancy pursuant to a "Rule of 3." Thus for every one (1) position available, the appointing authority shall select from the list of three (3) qualified candidates for promotion. For every two (2) positions available, the appointing authority shall select from a list of six (6) qualified applicants for promotion, and so on. Specialty assignments are not included in "Rule of 3."

- D. It is understood that all existing agreements which stipulate mandatory prior notices and recruitment periods for City Employees before commencing with open competitive processes are nullified.
- E. EPOA and the City agree that community service is a consideration when making selections to promotional positions.
- F. During the term of this contract, at the request of either party, the parties agree to meet and confer promptly on the subject of revising pertinent sections of the Personnel Rules and Regulations regarding reappointment after resignation.

ARTICLE 19 - HOLIDAYS

A. The following are those holidays which employees shall be granted. Employees will only be credited with holidays as the holidays occur, and the practice of "front loading" all holidays at the beginning of the year will cease.

1. January 1
2. Third Monday in January, known as "Martin Luther King's Birthday"
3. February 12, known as "Lincoln's Birthday"
4. Third Monday of February, known as "Washington's Birthday"
5. Friday before Easter, 1:00 until 5:00 p.m. (4 hours)
6. Last Monday in May, known as "Memorial Day"
7. July 4, known as "Independence Day"
8. First Monday in September, known as "Labor Day"
9. November 11, known as "Veteran's Day"
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day
13. Subject to approval by the City Council, every day appointed by the President or Governor as Public Fast, Thanksgiving, or Holiday.

All EPOA-represented employees shall be entitled to the paid scheduled holidays listed above provided they are in a paid status during any portion of the working day immediately preceding or succeeding the scheduled holiday. A new employee whose first working day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last working day is the day before a paid scheduled holiday shall not be paid for that holiday.

B. In addition, each employee will receive one Personal Holiday to be taken at a time mutually agreeable to the employee and their supervisor. Miscellaneous employees who fail to take the personal holiday prior to the end of the calendar year shall forfeit said holiday.

Newly hired employees shall receive a pro-rated share of the personal holidays authorized, pursuant to this section, based upon the number of pay periods remaining in the calendar year from the date of hire.

C. If January 1, February 12, July 4, Veteran's Day, or December 25 fall upon a Saturday or Sunday, the Friday preceding the Saturday, or the Monday following the Sunday shall be a holiday.

D. Any employee who is required to work on any of the holidays set forth in this Article, and who does work on such holiday, shall be paid at their regular rate of pay plus one (1) day straight time pay or equivalent holiday credit, at the discretion of the appointing authority. The time, in which compensating time off may be taken, shall be at the discretion of the employee with the approval of the appointing authority.

Any employee who is required to perform their duties on a holiday, or a day designated as a holiday in lieu of the official holiday, or on both such days, shall be entitled to receive compensation for one (1) day only.

The payment for holiday credit will be made annually on the second pay day in July (7/22) and will be on a check separate from the employee's normal paycheck. The separate check may also include any vacation pay pursuant to Article 20, Section H.

- E. In the event a holiday falls on an employee's regularly scheduled day off, they shall receive compensation equal to one day straight time.
- F. The City Council may by resolution declare and establish special holidays for City officers and employees.

ARTICLE 20 - VACATION LEAVE

A. The purpose of the annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed. All employees in the competitive service shall be entitled to annual vacation leave with pay except: employees still serving their probationary period in the service of the City. However, vacation credits for the probationary period shall be granted to each such employee upon permanent employment, or upon completing six (6) months' probationary service.

B. All eligible employees shall earn vacation time as outlined by the following schedule:

<u>Year of Service</u>	<u>Vacation Accrual Rate</u>
1st through 2nd	12 Working Days Per Year
3rd through 4th	13 Working Days Per Year
5th through 6th	14 Working Days Per Year
7th through 8th	16 Working Days Per Year
9th through 10th	17 Working Days Per Year
11th through 12th	18 Working Days Per Year
13th through 14th	19 Working Days Per Year
15th through 16th	20 Working Days Per Year
17th through 18th	21 Working Days Per Year
19th and over	22 Working Days Per Year

C. The times during the calendar year in which an employee may take their annual vacation shall be determined by the employee, with the approval of the Chief of Police, with due regard to the employee's wishes, seniority, and with regard to the needs of the Department.

D. Except upon termination of employment, or as set forth in Item "G" of this Article, no employee shall receive pay in lieu of vacation leave. Employees who terminate employment shall be paid the salary equivalent to all accrued vacation leave earned prior to the effective date of termination. Accumulated vacation will be paid off in cash at the time of termination of employment, rather than being taken off immediately prior to the termination with the intent of extending the termination date by the amount of vacation leave time. To further clarify the intent of this section, no vacation may be taken off by an employee who has formally notified the City of their intention to terminate from City employment.

E. Vacation leave may be accumulated to the maximum number of 280 hours. For the purpose of computing vacation time, Saturdays, Sundays, and official holidays shall not be counted. On a case-by-case basis, the Chief of Police may approve additional carryover on an occasional basis for special circumstances. Examples are education/training, special extended vacation, public service, and special projects.

When an employee is on industrial injury leave at the time he/she exceeds the 280 hour maximum limit for vacation accumulation, the limit shall not apply upon their return to duty for a period of time equal to 1/2 the time the employee was on industrial injury leave.

For example, if an employee is off for 10 months, they shall have 5 months from the time they return to duty from industrial injury leave, to use vacation to a point where it is at or below the 280 hour limit. At the end of such time, any hours in excess of the 280 hour limit are forfeited.

- F. A retiring employee shall be prohibited from being off work on vacation during the two month period immediately preceding their effective date of retirement, unless permission of the Department Head, with concurrence of the Personnel Officer, is received for such leave.
- G. If a scheduled vacation is canceled by the Department, the affected employee shall not suffer any loss of vacation or any other benefits. In the event that a previously scheduled and approved vacation is canceled by the Department, and the employee accrues vacation credit in excess of the maximum allowed, the excess credit shall be paid to the employee in the following pay period.
- H. An employee may sell back no more than 80 hours of vacation annually to the City for the equivalent payment of the employee's base salary on a one-for-one basis. In order to sell back hours, the employee must inform the City of the employee's election prior to April 30. Payment will be made to employees on the second pay day in July for all vacation days sold back to the City.

ARTICLE 21 - EMPLOYEE SICK LEAVE

- A. Sick leave with pay shall be granted by the appointing authority at the rate of one (1) sick leave day per month of service. Sick leave shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity in actual sickness or disability. Regular part-time employees who are eligible for Sick leave under this Article, shall accrue such leave in the same proportion that the number of hours budgeted for their position bears to full-time.
- B. There shall be no limitation on the accrual of unused sick leave. Sick leave accrues from and after the 31st day following the date of employment. Unused accumulated sick leave, at the time of retirement, may be converted to additional service credit pursuant to PERS Section 20862.8. No unused accumulated sick leave shall be paid off in cash, or converted to another form of remuneration, upon an employee terminating or retiring from City service.
- C. Unless unavoidable and unusual circumstances would preclude it, in order to receive sick leave compensation while absent from work, the employee must notify their supervisor no later than the end of the first hour of the scheduled work shift.
- D. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Personnel Officer stating the cause of absence before such leave with pay will be granted.

ARTICLE 22 - EMPLOYEE FAMILY SICK LEAVE

- A. Any eligible employee who is absent from work by reason of attendance upon members of the immediate family whose illness, diagnoses or other matter covered under CA law requires care by such employee may be allowed leave of absence with full pay. Each eligible employee shall receive 3 days of family sick leave at the beginning of each calendar year, which does not accrue from year to year.
- B. Once the employee has exhausted their Employee Family Sick Leave, they may utilize either Vacation Leave, accumulated time off, or time off without pay for family illnesses.
- C. In order to receive compensation while absent on family sick leave, the employee shall notify their immediate supervisor, their Department Head, or the Personnel Officer prior to the time set for beginning their daily duties. In all cases of absence on family sick leave, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer stating the cause of absence before such leave with pay shall be granted.
- D. Immediate family shall include the father, mother, brother, sister, spouse, child, or stepchild, parent, registered domestic partner, parent-in-law, grandparent, grandchild and sibling of the eligible employee.
- E. For the purposes of this section only, the three days of Family Sick Leave described in paragraph A above shall be calculated based upon the number of hours per shift the employee is normally assigned to work on the day(s) they request use of Family Sick Leave.

ARTICLE 23 - EMPLOYEE FAMILY DEATH LEAVE

- A. Any eligible employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay not to exceed three (3) days per incident.
- B. All leaves of absence for family death shall require approval of the Department Head with concurrence of the City Manager. In granting family death leave, only time off for funeral arrangements, service, and travel time to the location of the funeral shall be considered.
- C. In the event the funeral arrangements, service, and travel time to the location of the funeral require more than the three (3) days of Employee Family Death Leave, the employee may use a maximum of three (3) days of their Employee Sick Leave per occurrence.
- D. In order to receive compensation while absent on employee family death leave, the employee shall notify their immediate superior, their Department Head, or the Personnel Officer prior to the time set for beginning their regular duties. The employee may be required to submit to the Personnel Officer evidence of proof of death, location of death and burial before such leave with pay shall be granted.
- E. For the purpose of this Section, immediate family shall include the father, mother, grandfather, grandmother, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse, child, or stepchild of the eligible employee.
- F. For the purposes of this section only, the three days of Family Death Leave described in paragraph A above shall be calculated based upon the number of hours per shift the employee is normally assigned to work on the day(s) they request use of Family Death Leave. In the event the employee requests additional time off for Family Death Leave pursuant to paragraph C above, the use of three days of employee sick leave for this purpose shall be calculated based upon an eight (8) hour day.

ARTICLE 24 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is as follows:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as nearly as possible to the origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

For purposes of this Article, a grievance shall be considered as any matter for which appeal is not provided, or prohibited, in the personnel ordinance concerning:

1. The application, interpretation or violation of the MOU.
2. A disciplinary decision affecting the employment of any permanent or probationary employee over which their appointing authority has partial or complete jurisdiction. It is understood that no probationary employee may use the grievance procedure to grieve their failure to pass probation.

C. Definitions

1. The term grievant means an employee in the unit or the EPOA which represents the employee.
2. A "Day" (for the purpose of this grievance policy) is a calendar day.
3. The "immediate supervisor" is the first level manager having immediate jurisdiction over the grievant; the immediate supervisor cannot be eligible to be, or be, represented by the EPOA.

D. Time Limits

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.
2. Any grievance not answered within the time limits specified herein may be automatically appealed to the next level.
3. Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate manager at each respective level, is permissible.

E. Other Provisions

1. All disciplinary actions may be appealed pursuant to Section 14.1 of the Personnel Rules and Regulations rather than this Article. However, whenever dismissal, suspension or demotion is proposed, the hearing will be held by a three-member panel of the Personnel Board and will be conducted by an Administrative Law Judge (ALJ) provided by the State Office of Administrative Hearings. The ALJ will conduct the hearing, rule on evidentiary matters and assist the Personnel Board in writing the findings and recommendations. The ALJ, however, will not participate in the determinations. The ALJ will be guided by the Personnel Rules of the City and on other procedural matters be guided by the standards normally applied by the Office of Administrative Hearings in discipline cases.
2. No employee shall use the grievance procedure to dispute any action of the City which complies with State or Federal law; agreed upon Management Rights; and a State or Federal regulatory commission or agency.

F. Steps in Grievance Procedure

The following are the steps to be taken by any employee who has a grievance which does not involve demotion, dismissal, or suspension, which are covered by other rules:

- Step 1 - Informal Oral Discussion (Immediate Supervisor)
Within five (5) calendar days of the time an alleged grievance is alleged to have occurred, or became reasonably apparent to the employee, the employee shall orally discuss with their immediate supervisor the alleged grievance. Within five (5) calendar days of the oral discussion, the immediate supervisor shall give their oral response to the alleged grievance.

Step 2 - Formal Levels

Level I (Immediate Supervisor)

- A. Within five (5) calendar days of the oral response, if the alleged grievance is not resolved, it shall be stated in writing by the grievant on the "statement of grievance" form as provided by the City, signed by the grievant or their representative, and presented to their immediate supervisor, or designee.
- B. The statement of grievance form must be complete, including but not limited to, the full employee name, all facts giving rise to the grievance, the date of occurrence, the date of informal oral discussion, the date of oral response; and, identification by appropriate specific reference to Federal and State laws, MOU's, policies, procedures, rules and past practices alleged to have been violated; shall state the contention of the employee with respect to such provisions; and shall indicate the specific relief, action, or remedy requested.
- C. The immediate supervisor/designee shall communicate their decision to the grievant in writing within five (5) calendar days after receiving the alleged grievance.
- D. Within the above time limits, either the grievant or the immediate supervisor/designee may request a personal conference with the other party.

Level II (Police Chief)

- A. In the event the grievant is not satisfied with the decision rendered in Level I, they may appeal the decision on the appropriate form to the Department Head, within five (5) calendar days.
- B. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by their immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal, referencing any Federal or State laws, MOU's, policies, procedures, rules, regulations and past practices that the supervisor overlooked. The presentation of new or additional facts or evidence submitted by the grievant shall serve as a basis for returning the grievance for further consideration at Step 2 of Level I.
- C. The Department Head shall communicate their decision to the grievant, in writing, within five (5) calendar days of receiving the appeal.
- D. Within the time limits, either the grievant or the Department Head may request a personal conference with the other party.

Level III (City Manager)

- A. In the event the grievant is not satisfied with the decision rendered in Level II, they may appeal the decision on the appropriate form to the City Manager within five (5) calendar days.
- B. The appeal shall include copies of the original grievance, the decision of the immediate supervisor, the appeal, the decision of the Department Head, and a clear, concise statement of the reasons for the appeal referencing any Federal or State Laws, MOU's, policies, procedures, rules, regulations, and past practices which have been overlooked. The presentation of new or additional facts or evidence submitted by the grievant shall serve as a basis for returning the grievance for further consideration at Step 2, of Level I.
- C. The appeal shall first be considered by a review group comprised of a representative of EPOA, a representative of the City Manager, and a mediator from the California State Conciliation and Mediation Service, which will recommend a decision to the City Manager.
- D. The City Manager shall communicate their decision in writing to the grievant within five (5) calendar days. In the event the complexity of the grievance or work load considerations so necessitate, the City Manager's period of response may be extended by five (5) calendar days. Either the grievant or the City Manager may request a personal conference within the above time limits.

Level IV (City Council)

If the employee affected is not satisfied with the decision, the employee may within five (5) calendar days of the Manager's decision appeal the grievance to the City Council. The Council shall consider the appeal and make such investigations as it may deem necessary. Within a reasonable time, the Council shall affirm, revoke, or modify the action of the Manager. The Council's decision is final.

ARTICLE 25 - FRINGE BENEFIT ADMINISTRATION

A. Administration

The City reserves the right to select the insurance carrier or administer any fringe benefit programs that exist during the term of this Agreement.

B. Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Agreement, provided that the benefits of the employees shall be no less than those in existence as of the implementation of this Agreement.

C. Changes

If, during the term of this Agreement, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet with and discuss the matter prior to any change of insurance carrier or method of funding the coverage.

ARTICLE 26 - MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the City is of paramount importance. Therefore, the Association agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the City through and inclusive of the meet and confer process to conclude a successor Agreement to this Agreement, neither the Association or any person acting officially on its behalf, will cause, authorize, engage in, encourage, or sanction a work stoppage, slow-down, or picketing, other than informational picketing on the employee's own time, against the City, or the concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity which results in less than the full and faithful performance of any duties of employment of employees represented by the Association.
- B. The City agrees it shall not, during the term of this Agreement, lockout any employee in the bargaining unit, or require or request any employee represented by the Association to work out of class during an action by another unit in activities described in "A" above.
- C. Employees may not be entitled to any wages or City paid benefits whatsoever for engaging in any activity prohibited by Section "A" of this Article, or, the City may take other action which may be appropriate. Any such action taken by the City pertaining to the enforcement of this Article is appealable through Section 14.1 of the Personnel Rules and Regulations.
- D. If the City has cause to believe that Section "A" of this Article has been violated by the Association, the City may take such action as it deems appropriate, only after meeting and discussing the issue with the Association and affording such due process as provided in Section 14.1 of the Personnel Rules and Regulations.
- E. The Association and the City recognize their duty and obligation to comply with the provisions of this Agreement and to make every effort toward fully and faithfully carrying out each provision. All cost incurred in the enforcement of this Agreement shall be borne by the party failing to fulfill its obligation.
- F. In the event of any activity prohibited by Section "A", hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Agreement.

ARTICLE 27 - MANAGEMENT RIGHTS

- A. Except as otherwise provided in this Agreement, the City retains all rights, powers, and authority exercised or held by it, including:
1. To determine the organization of the Agency.
 2. To determine and change the purpose and extent of each of its constituent departments.
 3. To exercise control and discretion over the organization and efficiency of operations of the Agency.
 4. To set standards for service to be offered to the public.
 5. To direct the employees of the Agency, including the right to assign work and overtime.
 6. To hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Agency.
 7. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
 8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons.
 9. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased.
 10. To establish, modify, combine, or abolish job positions, and classifications.
 11. To change or eliminate existing methods of operation, equipment, or facilities.
 12. To create, modify or delete departmental rules and regulations.
 13. To contract or subcontract work.

The City shall not be required to meet and confer in good faith on any subject preempted by Federal or State law, or by the City Code, nor shall it be required to meet and confer in good faith on City Rights, where such matters as described above fall outside the scope of representation.

- B. Nothing contained within this Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under City of Eureka Resolution 6708.

ARTICLE 28 - POLICE RELATED EQUIPMENT

Effective July 1 of each year, the City will provide up to a \$1,500 salary advance for each employee desiring to purchase police-related equipment to be paid back in equal payroll deductions by the following June 30. The equipment must meet the approval of the Chief of Police.

ARTICLE 29 - SAFETY EQUIPMENT

- A. The Chief of Police shall organize a committee consisting of a mid-manager acting as Chairman, a first-line supervisor, and two police officers for the purpose of researching and developing specifications for items of safety equipment approved for purchase during the current fiscal year.

- B. The supervisor and police officer members of this committee shall be appointed by the Eureka Police Officers' Association and shall serve for a prescribed period to be determined upon implementation of this proposal. (The suggested period will be two years with the members being replaced on alternate years).

ARTICLE 30 - LIGHT DUTY POLICY

Whenever an employee is injured or suffers an illness, which according to a licensed medical practitioner renders the employee unable to perform the full scope of their principal employment, the employee shall be considered for light duty assignments. Light duty assignments shall be determined based on the needs of the City and the Department, and shall be at the discretion of the Department Head. No employee shall be required to work light duty assignments unless a licensed medical practitioner has determined they are medically able to perform such duties.

ARTICLE 31 - ASSOCIATION TIME BANK

Association members may voluntarily donate vacation leave credits, holiday leave credits, or compensatory time off credits to an Association Time Bank by designating the type and amount of leave credit on a card provided to the City for that purpose by that Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments and a member may not request withdrawal of any hours so donated.

Association members designated by the Association shall be eligible to use the Time Bank to perform Association business.

Such use is subject to reasonable advance request by the Association and approval by the Chief. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the Department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on time bank leave, then the additional one-half (1/2) time shall also be deducted from the time bank.

Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.

The City agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance.

The parties agree this Time Bank Program is separate from and not governed by the time off provisions as provided in Section 3505.3 of the Government Code.

It is agreed by the parties that in consideration for establishing this Time Bank Program, that such program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of this Agreement.

ARTICLE 32 - PERFORMANCE EVALUATION FORM

Employees will be evaluated as established for each represented position, but not less than at 6 months for the initial probationary period, and for a promotion or other position change, and yearly thereafter unless performance drops to unsatisfactory. If that happens, evaluations will be given as often as necessary.

ARTICLE 33 - EMPLOYEE ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The right to have payroll deductions made for payments or organization dues and for mutually approved programs. EPOA agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of deductions or transmittal of such funds to EPOA, except the intentional failure of the City to transmit the EPOA monies deducted for employees pursuant to this Article.
- B. The right to the use of the departmentally designated bulletin board by the Association in each building or facility where employees represented by the Association are assigned. Material so displayed shall not be of a derogatory nature to the Department or the City. All EPOA written material posted on a bulletin board shall be signed and dated by an officer of EPOA and shall be removed from the bulletin board no later than thirty (30) days after posting such notice, or five (5) days after such noticed activity takes place. The following disclaimer shall be permanently printed or stamped on all matters posted on the bulletin board, unless the Chief of Police has agreed in advance that such disclaimer need not be printed: "The City of Eureka and the Eureka Police Department neither agrees nor disagrees with the above. The posting of this material by the Eureka Police Officers Association is an exercise of the EPOA's rights pursuant to Government Code Section 3507."
- C. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- D. There shall be no discrimination because of legitimate Association activities against any employee or applicant for employment by the City or by anyone employed by the City.
- E. EPOA, its officials, or representatives shall not use any City equipment/machinery for activities not related to City business without the prior approval of the Chief of Police. EPOA shall reimburse the City for actual cost for the use of such equipment/machinery.
- F. Employee representatives of the Association are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters of employer-employee relations, or when engaged in activities that the parties mutually agree are in the shared interest of more harmonious relations within the scope of representation with prior approval of the Chief of Police.
- G. The City recognizes those rights of the Association contained in Government Code Sections 3504 and 3504.5.

ARTICLE 34 - PERSONNEL RULES AND REGULATIONS - REVISIONS

- A. During the term of this MOU, the parties agree to meet and confer promptly upon request of the City on the implementation of the revised Personnel Rules and Regulations.

ARTICLE 35 - NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 and 3511.
- B. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, gender identity, age, national or ethnic origin, ancestry, marital status, political or religious opinions or affiliations, physical or mental disability, medical condition (including pregnancy/childbirth), or veteran status.
- C. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 36 - DEFINITIONS

- A. For the purposes of benefit accrual, a day earned is understood to be 8 hours.

ARTICLE 37 - JOINT LAW ENFORCEMENT COOPERATION COMMITTEE

- A. The parties agree to form a joint committee consisting of two City Councilmembers and EPOA representatives, which shall be established for the purpose of jointly and cooperatively identifying issues of mutual concern. This committee, by its nature, will strengthen relationships and build trust by encouraging open communications and cooperative problem-solving. The committee will be charged with finding workable, effective solutions to the issues of mutual concern. The first meeting is to occur during the month of January, 1996.

Although the subject matter for the committee's consideration has in no way been predetermined by the City Council, the following items are examples of the types of issues the Council would like the committee to address:

1. Sources of ongoing additional revenues and revenue enhancement alternatives.
2. Stabilization of staffing and staff turnover.
3. Increasing officer job satisfaction.
4. Home loan down payment assistance program.
5. Take your patrol car home program.

The committee would be expected to move quickly on these issues and develop both short- and long-term solutions.

ARTICLE 38 - PERSONNEL RULE 11, AMENDED

- A. City Personnel Rule 11 shall be amended to include "Reduced in Compensation" in Section 11.1 as an additional possible disciplinary action option.

ARTICLE 39 - LEAVES OF ABSENCE

A. Leaves Without Pay

1. Leave Policy

Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the City may be granted by approval of the City Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to the department head who shall consider such requests on their individual merits and circumstances and shall be submitted to the employee by the Department Head. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the Act.

2. Medical Leave

Subject to approval by the City Manager, a medical leave of absence without pay may be granted to an employee filling a regular Council approved position when an employee's ability to perform his/her job has been impaired through injury or illness. Medical leaves of absence shall be limited to a maximum duration of twelve (12) months.

When an employee is on a medical leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage except as may otherwise be provided by the Family Medical Leave Act (FMLA). If dependents of the employee are covered by the health insurance plan at the time the medical leave goes into effect, and the employee elects to continue coverage for dependents while on medical leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

In order to be granted a medical leave of absence, an employee shall make a request in writing to the appointing power, and shall submit the certificate of a licensed physician, or other licensed medical practitioner, stating the nature of the condition and the estimated date of return to work. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.

The duration of a medical leave of absence shall depend upon the nature and extent of the employee's disability, but in no event shall a medical leave be granted for longer than one year from the time the employee is unable to work in his or her regular job. A medical leave of absence without pay shall be effective upon exhaustion of the employee's accumulated leave with pay, compensating time off (if elected by the employee) and holiday credits, under the following conditions:

1. In the event an employee has more than one year's worth of accumulated time on the date of the injury or illness which would result in paid status, no medical leave may be granted.
2. In an undisputed worker's compensation case, the employee may elect whether to use accumulated time in conjunction with disability indemnity or to use medical leave of absence in conjunction with such disability.
3. In a disputed worker's compensation case, an employee must exhaust accumulated time (as provided above) prior to being granted a medical leave of absence.

For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on a medical leave of absence, and recurrences of the same injuries or illnesses for which the medical leave of absence was granted following an employee's return to work, shall be treated as one incident and shall render an employee eligible for only one medical leave of absence. For purposes of this Section, an employee who has returned to work for one year following a medical leave of absence will be eligible for an additional medical leave of absence subject to the terms of eligibility set forth herein.

A medical leave of absence without pay, which, when added to accumulated benefit time results in the employee being away from the job for least than one year, may be extended up to the one year maximum, based upon medical certification.

An employee who has been granted a medical leave of absence, and who is unable to return to his or her former position within one (1) year may be separated from City service for mental or physical incapacity to perform the required duties. An employee separated under this provision is eligible for reinstatement to return to City service pursuant to the City's Personnel Rules, but shall be subject to medical examination by a City approved physician to certify fitness to perform required duties.

Notwithstanding the above, an employee subject to the provisions of the Americans with Disabilities Act (ADA) shall first be evaluated to determine if reasonable accommodations can be made on the part of the City to continue said employee, in some capacity, within City service. Reasonable accommodations shall be guided by the ADA and shall be evaluated based upon the individual merits and circumstances surrounding each employee's employment with the City.

Any employee returning to work after being granted a medical leave of absence without pay shall be required to provide documentation from their attending physician or other licensed medical practitioner, stating that the employee is capable of performing the essential duties and responsibilities of their job. The City retains the right to require medical examination by a City's approved physician, in those cases where an employee's fitness for duty remains in question.

3. Maternity Leave

Maternity leave shall be considered leave without pay and shall be guided by applicable state and federal laws including, but not limited to, the FMLA. A female employee, filling a regular Council approved position shall be entitled to a total of four (4) months leave of absence (with and/or without pay) for maternity purposes. An employee requesting an extension of leave for maternity purposes beyond the four (4) month maximum duration, shall have such request considered pursuant to the condition outlined in Sections 1 or 2 above.

When an employee is on maternity leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage except as may otherwise be provided by the FMLA. If dependents of the employee are covered by the health insurance plan at the time the maternity leave goes into effect, and the employee elects to continue coverage for dependents while on maternity leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

Requests for maternity leave shall be submitted by the employee to their Department Head. Maternity leaves of absence shall be effective on the first day off work for maternity purposes, however, maternity leave without pay shall be effective upon exhaustion of all of the employee's accumulated leave with pay, compensating time off and holiday credits. In no case shall an employee be eligible for more than four (4) months maternity leave, whether in paid, or unpaid status, except as otherwise provided by this article.

4. Paternity/Family Leave

Paternity/Family leave shall be considered leave without pay and shall be guided by applicable State and Federal laws, including, but not limited to, the FMLA. An employee filling a regular Council approved position shall be entitled to up to four (4) months leave without pay for paternity/family purposes. To be eligible for such leave, an employee must meet the following criteria:

1. Have been continually employed with the City for one year prior to the paternity/family leave request, or
2. Not have taken paternity/family leave within the last twenty-four months.
3. Have exhausted all of the employee's accumulated leave with pay, compensating time off (if elected by the employee), and holiday credits prior to being placed on unpaid paternity/family leave. Sick leave may not be taken for paternity/family leave purposes.
4. Medical documentation from an attending physician or other licensed medical practitioner may be required prior to granting the leave request.

In no case shall an employee be eligible for more than four (4) months paternity/family leave whether in paid or unpaid status, except as otherwise provided by this article or the law. Should any provision of the above state criteria be in conflict with the FMLA, the criteria within the Act shall apply.

When an employee is on a paternity/family leave of absence without pay, the employee shall be required to pay the total premiums for employee health insurance coverage, except as may otherwise be provided by the FMLA. If dependents of the employee are covered by the health insurance plan at the time the paternity/family leave goes into effect, and the employee elects to continue coverage for dependents while on paternity/family leave of absence, the employee shall pay the total amount required for dependent coverage as described in the current MOU.

Paternity/Family Leave Defined

Paternity/Family leave shall be used for the following reasons only, and shall be guided by the applicable definitions in the Family Rights Act of 1991, and the Family Medical Leave Act. Paternity/family leave may be used to care for:

1. The birth of a child of the employee.
2. The placement of a child with an employee in connection with the adoption of the child by the employee.
3. The serious illness of the child of the employee.
4. The care for a parent of spouse who has a serious health condition.

Requests for paternity/family leave shall be made in writing by the employee to their department head who shall forward their recommendation to the City Manager. Paternity/family leave may be denied when one parent is also taking family care leave from employment or is unemployed. Leave may also be denied when it is necessary to prevent undue hardship to City operations.

When two City employees are parents, leave may be denied to both parents of a child at the same time. If leave is granted it may be limited to both parents to a total of no more than four months.

In all cases the City Manager shall approve or disapprove such requests in writing.

5. Jury Duty

An employee ordered to jury duty during the employee's regularly schedule working hours shall be entitled to leave with pay during actual jury service. The following regulations shall apply:

1. All employees shall willingly accept ordered jury duty as one of the obligations of citizenship.
2. Employees on leave with pay status for jury duty shall deposit jury fees in the General Fund of the City, but shall be entitled to retain mileage payments. Employees shall provide their own transportation in attending court as jurors.
3. The Police Chief shall properly notify jury officials when jury service by an employee would seriously impair the proper operation of the department.
4. Each employee shall expeditiously report his/her probable absence for jury duty and shall immediately report the termination of such jury service.
5. The Police Chief is responsible for insuring that these provisions are observed by all concerned.

6. Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal laws. All employees entitled to and taking military leave shall give the appointing power the right, within the limits of military necessity and regulations, to determine when such leave shall be taken.

Compensation while on military leave shall be determined by the nature of the leave and the applicable State or Federal law concerning such leave.

7. Unauthorized Leave

An employee shall be considered to have abandoned their job after two working days absence from that job without authorization. Any employee off work for unauthorized absences shall be terminated from City service subject to the provisions of the City's disciplinary rules. Any employee absent from work without authorization for less than two working days shall be subject to disciplinary action as deemed appropriate by the City Manager.

8. Administrative Leave

The City Manager, when he/she deems it necessary in the interests or protection of the City, shall have the authority to grant a paid administrative leave of absence with pay to any permanent employee or officer of the City for a period not to exceed thirty (30) working days. The Council shall have the authority to grant such leave for a period not to exceed ninety (90) working days by any one Council action. In all cases of administrative leave granted by the City Manager, a report of such action shall be submitted to the Council.

ARTICLE 40 - REGULAR PART-TIME STATUS

A. The City and EPOA agree that employees hired into Council allocated, regular part-time positions within the classified (competitive) service shall be subject to the benefits and conditions of employment listed in Section D, below.

B. Regular Part-Time Position Defined

A regular part-time position is a Council approved allocation intended to work on a continuing year-round basis at a level less than full-time but greater than 1,000 hours per year. Employees working less than 1,000 hours per year shall not be considered regular part-time and shall not be subject to this article except as specifically authorized by action of the City Council.

C. The City and EPOA agree that this Article is not intended to change the status of any employee currently employed or employed in the future, whose status may be considered temporary, seasonal, extra help, intermittent or part-time (except regular part-time) regardless of the number of hours worked or to be worked.

D. The following provisions of the City's Personnel Rules shall apply to regular part-time employees:

Personnel Rules and Regulations

1. Rule 1, Section 1.19 add new subsection (e):

(e) Regular Part-time - Any employee who has successfully completed their probationary period and is compensated on an hourly basis.

2. Rule 2 - General Provisions

3. Rule 3 - Position Classification Plan

4. Rule 4 - Compensation Plan, Sections 4.1, 4.2, 4.3.

Amend Rule 4, Section 4.4, add new subsection E:

E. Any person employed in a regular part-time Council allocated position shall be subject to subsection A, above. A regular part-time employee shall be subject to step increases within the salary range as described in subsections B and C above, when their total hours of work are equivalent to full time hours.

5. Rule 5 - Pay Adjustments

6. Rule 6 - Application and Applicants

7. Rule 7 - Examination, Section 7.1, 7.2, 7.4, 7.5 and 7.6.

Amend 7.3 as follows (third sentence)

"...Any permanent full-time OR REGULAR PART TIME employee, who has successfully completed the initial probationary period, may compete in any promotional recruitment for which he/she meets the minimum qualifications set forth in the announcement."

8. Rule 8 - Employment Eligibility Lists

9. Rule 9 - Method of Filling Vacancies, Section 9.3

Re-number Section 9.5 to 9.4

Amend Sections 9.1 and 9.2 by adding the following exclusion:

Regular part-time employees shall not be eligible for the 5 preference points.

10. Rule 10 - Probationary Period

Sections 10.1, 10.3, 10.4, and 10.5

Amend Section 10.2 as follows:

Add the following sentence:

"For the purpose of this section, regular appointment shall mean either full-time or part-time status in a Council approved/allocated position."

11. Rule 11 - Transfer, Demotion, Suspension and Reinstatement after Resignation

12. Rule 12 - Separation from Service and Reinstatement

13. Rule 13 - Abolition of Positions and Reduction in Personnel

Section 13.1

Amend Section 13.2 by adding the following:

"The department head shall take into consideration the job performance and length of service of employees in preparing a recommended layoff list, provided, however, that no regular full-time, regular part-time or probationary employee is laid off from his or her position in the department while an emergency, temporary, or provisional employee is serving in the same class in that department."

14. Rule 14 - Rules of Appeal to Personnel Board
Except as otherwise amended by the EPOA MOU.
15. Rule 16 - Physical Examinations
Section 16.1, 16.4, and 16.5
Amend Section 16.2 (second sentence) as follows:
"...applicants for appointment to regular, full-time, or part-time positions with the City..."
16. Rule 16 - Leaves of Absence and Vacations
 - I. Rule 17 shall be amended to afford regular part-time employees who work half-time (.5) or greater, a pro rata share of vacation in proportion that the actual number of hours worked bears to full-time employment.

All other conditions for vacation usage and accumulation provided by this Rule shall apply to regular part-time employment.
 - II. Sick Leave, Family Sick Leave, and Family Death Leave provided pursuant to Rule 17 shall be afforded eligible part-time employees who work half time (.5) or greater on a pro rata basis in that proportion that the actual number of hours worked bears to full-time employment.

All other conditions for Sick Leave, Family Sick Leave, and Family Death Leave provided by this Rule shall apply to regular part-time employment.
 - III. Leaves of Absence
Regular part-time employees may be eligible for other leaves of absence provided for by MOU and/or Rule 17 if such leaves do not specifically restrict eligibility to regular full-time employees.
17. Rule 18 - Holidays

Rule 18 shall be amended to afford regular part-time employees who work half-time (.5) or greater a pro rata share of schedule and personal holidays as provided by MOU and/or Rule 18, that is in proportion to the actual number of hours worked bears to full-time employment.
18. Rule 19 - Travel, Conferences, Meetings, and Expenses Incurred on Official Business

19. Rule 20 - Overtime: Compensatory Time Off and Pay

Amend Section 20.1 as follows:

Add new paragraph:

Subject to the provisions of the FLSA and the pertinent MOU, a regular part-time employee may be eligible for overtime pursuant to Rule 20.

20. Rule 21 - Union Membership

21. Rule 22 - Degrees of Relationship of Employees (as amended May 21, 1991)

22. Rule 23 - Residence

23. Rule 24 - Retirement

24. Rule 26 - Miscellaneous

25. Rule 27 - Uniform Allowance

26. Rule 28 - Replacement or Repair of Personal Property Destroyed or Damaged in the Line of Duty

27. Rule 29 - Rule Making Authority

28. Rule 30 - Oath of Office

E. Benefits

1. Retirement - Shall be provided pursuant to EPOA MOU, Article 6.

2. Health, Dental, and Vision Benefits - regular part-time employees shall not be eligible to participate in Health, Dental and Vision benefits.

3. Life Insurance - Regular part-time employees shall not be eligible for insurance benefits.

ARTICLE 41 – SPECIAL CIRCUMSTANCES LEAVE PROGRAM - EPOA

A. The Special Circumstances Leave Program allows employees to assist other, eligible employees through allowed leave donations. The Program applies to employees who must be absent from work for personal reasons, when this absence creates a financial hardship because the employee has exhausted all of his/her applicable accumulated paid leave time. Special Circumstances Leave cannot be used for work-related situations, such as personnel or disciplinary actions, or for an employee's job-related illness or injury. It may also not be used instead of other existing and applicable leaves or programs, until all other applicable provisions have been fully applied.

B. Paid leave time may be donated from employee to employee under the following conditions:

1. Any permanent employee may donate accumulated vacation, compensatory time or holiday time to an eligible employee. SICK LEAVE CANNOT BE DONATED.
2. Donations must be made in whole increments of one hour (or more) from the donating employee.
3. Should the employee receiving the donated hours not use all donated leave, any balances will remain with the donating employees.
4. Donated paid leave time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hourly rate as holiday credit.
5. Employees donating paid leave time shall do so in writing on a form developed by the City.
6. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

C. Paid leave time may be used under the following conditions:

1. The employee requesting leave donations shall submit a written request to the Personnel Director for review. If for medical reasons, the request must include a written statement from a licensed physician verifying the employee's need for absence from work.

The Personnel Director will discuss the request with the City Manager. If the request is approved, it shall be forwarded to the Finance Director, who shall include with the next payroll notification of the request for leave donations and the procedure for donating leave.

The Finance Director shall implement the leave donation and usage program in accordance with this article.

2. The affected employee must have exhausted all accumulated paid leave time for which they are eligible (e.g., sick, vacation, compensatory, holiday) prior to utilizing the leave donation program.
3. Any paid leave time accrued by the affected employee while using donated time must be used during the next pay period.
4. Only employees who have completed their initial probationary period are eligible to receive donated paid leave time. Exceptions to this provision may be approved by Personnel on a case-by-case basis.
5. The use of donated paid leave time shall not exceed three months for any one incident.

ARTICLE 42 - DEFERRED COMPENSATION - EPOA

For EPOA employees enrolled in a deferred compensation program maintained through contract by the City, the City will contribute a maximum of \$10 per month to the account of each employee who contributes a minimum of \$100 per month.

This benefit shall become effective the beginning of the first full month following approval by the City Council.

ARTICLE 43 – EDUCATIONAL REIMBURSEMENT PROGRAM – EPOA

1. The City of Eureka encourages and supports educational and training programs which provide regular full-time employees the opportunity for personal career development, and directly benefit the City department in which a full-time employee is employed, by increasing the technical, professional, and managerial competency of its regular staff. Towards this end, the City will assist in the reimbursement for courses which are directly related to the employee's present position or promotion within the City service.

Reimbursement under the program shall be limited to the maximum annual aggregate amounts provided pursuant to the appropriate MOU provision for represented employees, or an amount authorized by the City Council for unrepresented employees.

Reimbursement shall be limited to Two Hundred Dollars (\$200.00) per course or Fifty Dollars (\$50.00) per semester or quarter unit, whichever amount is greater, not to exceed One Thousand Dollars (\$1,000) per individual employee per calendar year. In addition, reimbursement may include fifty percent (50%) reimbursement for the cost of required textbooks in the event that such amount does not exceed the maximum limit allowed per course.

2. Reimbursement for correspondence courses and for educational and training programs constituting regular courses which are given by high schools in evening or adult sessions and by Humboldt State University and college of the Redwoods, without travel, per diem or time away from employment being involved, shall be administered under this program by the Personnel Director. The following provisions apply:
 - A. Application for reimbursement shall be made on a form prescribed by the Personnel Director. Applicants shall comply with the instructions contained on such form.
 - B. Such application must be presented to the Personnel Director, with prior recommendations for approval by the applicant's immediate supervisor and department head, within one month after the start of the academic period (or, in the case of a correspondence course, within one month after enrollment). The employee shall clearly state the way in which the department or the City can utilize the additional skills or knowledge of the employee upon completion of the academic training.
 - C. Approval of enrollment shall be granted by the Personnel Director if the facts show that the application meets the above policy.
 - D. Approval for the reimbursement shall be granted by the Personnel Director upon being presented evidence, as deemed appropriate, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade of "C" or better in a graded course, or a completion certificate, or "Credit" in a course in which no grades are given.
 - E. The Director of Finance, upon being notified of the amount of reimbursement approved hereunder by the Personnel Director, shall make payment of the approved amount to the appropriate individual. The Director of Finance may require a claim and such other documentation as is legally necessary.

- F. All reimbursement which is made pursuant to this paragraph shall be charged to the budget of the Educational Reimbursement Program.
 - G. Time spent in attending any course taken pursuant to this paragraph and studying and preparing lessons therefore shall not be considered as time worked for the City.
3. In the case of institutes, seminars, and conferences which do not constitute regular courses which are given by high schools in evening or adult sessions or by Humboldt State University or College of the Redwoods, permission to attend shall be in accordance with all City policies and procedures regarding training and travel to the budget of the department of the individual attending the institute, seminar, conference, or course..
 4. Payment to qualified employees who successfully complete approved courses will be made by the second pay period in February. To be eligible for payment under this program an employee is required to submit the following:
 - a. An educational reimbursement application in accordance with section 2B, above.
 - b. Receipt(s) showing the cost of the course(s) and evidence of payment. A photo copy of a cancelled check made out to the school, an enrollment receipt from the admissions office, or other similar document will meet this requirement. In the event that reimbursement for the text books is also being claimed, pursuant to Section 1, above, proper receipts must be submitted.
 - c. A grade report issued by the school showing successful completion of the approved course(s) must be submitted pursuant to Section 2D, above. The Personnel Director may accept such other documentation as evidence of successful completion as deemed appropriate.

It is the employee's responsibility to insure that all requirements for reimbursement have been met, including the timely filing of the application and receipts. All receipts and grade reports must be submitted to the Personnel Director no later than the last working day in January of the year following completion of the course.

5. Payment of claims shall be in accordance with the following guidelines and within the limits described in Section 1, above.
 - a. In the event the total of all claims approved under this program does not exceed the maximum prescribed annual aggregate limits, each employee shall receive reimbursement to the maximum amount allowed per course(s) up to the maximum limit per employee per year.
 - b. In the event the total of all claims approved under this program exceeds the maximum prescribed annual aggregate limits, each employee shall receive a pro rata share of the total amount available as a percentage of each employee's claim. For example, if \$3,000 is available for reimbursement, and \$4,000 in claims is made, each employee would receive 75% of their reimbursement claim.
 - c. Payment will be made for approved courses that end in the calendar year. When a course begins in one calendar year, but ends in another calendar year reimbursement will be credited to the year in which the course ended. This shall also apply to any approved course that may be self-pacing.

ARTICLE 44 – SMOKING – EPOA

- A. Employees who are hired under a policy requiring them to be a non-smoker or non-user of tobacco products of any kind shall maintain their non-use throughout their employment with City. Use of such products or smoking during duty hours shall be cause for disciplinary action.

ARTICLE 45 - SCOPE OF AGREEMENT

This Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto; provided, however, nothing contained herein shall be considered a waiver by the Association of its right to meet and confer on any proposed changes by the City on matters within the scope of representation.

ARTICLE 46 - SAVINGS CLAUSE

If any Article or Section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Articles and Sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any Article or Section, the City, and the Association agree to meet within 30 days for the purpose of renegotiating said Article or Section.

ARTICLE 47 - SEPARABILITY CLAUSE

It is agreed by the parties to this Agreement that any conflict between any Section or part thereof, of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure, or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

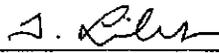
ARTICLE 48 - RATIFICATION AND EXECUTION

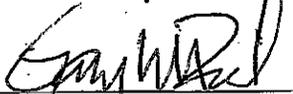
In witness whereof, the negotiators have signed this Memorandum of Understanding.

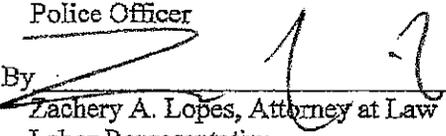
CITY OF EUREKA

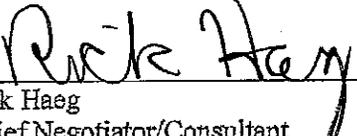
EUREKA POLICE OFFICERS' ASSOCIATION

By 
Greg L. Sparks
City Manager

By 
Terence Liles
EPOA President
Police Officer

By 
Gary M. Bird
Personnel Director

By 
Zachery A. Lopes, Attorney at Law
Labor Representative

By 
Rick Haeg
Chief Negotiator/Consultant