

Memorandum of Understanding

**Between the
CITY OF HEALDSBURG**

**and the
HEALDSBURG POLICE OFFICERS' ASSOCIATION**

2022-2024

TABLE OF CONTENTS

I. PREAMBLE.....1

II. ASSOCIATION SECURITY.....1

III. CLASSIFICATIONS AND RATE OF PAY.....3

IV. SENIORITY4

V. MANAGEMENT RIGHTS.....5

VI. HOURS OF WORK AND OVERTIME5

VIII. HOLIDAYS8

IX. VACATIONS.....9

X. SICK LEAVE.....11

XI. HEALTH AND WELFARE.....13

XII. PUBLIC EMPLOYEES RETIREMENT SYSTEM.....14

XIII. LONGEVITY PLAN15

XV. UNIFORM ALLOWANCE16

XVI. BILINGUAL INCENTIVE.....16

XVII. OUT OF CLASSIFICATION DIFFERENTIAL PAY.....17

XVIII. LEAVE OF ABSENCE.....17

XIX. PARENTAL LEAVE, FMLA, CFRA AND PDL LEAVES18

XX. BEREAVEMENT LEAVE18

XXI. JURY DUTY19

XXII. LAYOFF19

XXIII. PROMOTIONS20

XXIV. STAFF LEVELS.....20

XXV. CALL BACK.....20

XXVI. EMPLOYEE BOOKLET21

XXVII. ASSOCIATION REPRESENTATIVE COMPENSATION21

XXVIII. OTHER RULES, REGULATIONS, ORDINANCES AND PRACTICES.....21

XXIX. GRIEVANCE PROCEDURES21

XXX. NO STRIKE AND NO LOCKOUT.....25

XXXI. OTHER AGREEMENTS25

XXXII. OUTSIDE EMPLOYMENT26

XXXIII. PUBLIC SAFETY OFFICES PROCEDURAL BILL OF RIGHTS26

XXXIV. FULL UNDERSTANDING, ACKNOWLEDGMENT, MODIFICATION26

XXXV. RULES, REGULATIONS AND PROCEDURE MANUAL27
XXXVI. SEVERABILITY27
XXXVII. TERM OF AGREEMENT27
XXXVIII. RATIFICATION28
APPENDIX “A”29

I. PREAMBLE

Pursuant to the Meyers Milias Brown Act, this Memorandum of Understanding (MOU) has been entered into by the City of Healdsburg (CITY) and the Healdsburg Police Officer's Association (ASSOCIATION). The purpose of this MOU 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.

Recognition: The City hereby recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of the following classifications:

Sworn:
Police Sergeant
Police Officer

Non-Sworn:
Dispatcher I/II
Police Technician
Police Records Officer
Police Officer Recruit
(Amended 6/22)

II. ASSOCIATION SECURITY

The City recognizes, and shall not interfere with, the right of each regular Police Department employee, to become and remain a member of the Association according to the free choice of such employee. It is expressly understood and agreed that employees covered by this MOU shall be equally free to become or not become members of the Association, and there shall be no discrimination on that account or interference, restraint, or coercion by either party signatory hereto or their officers, agents or representatives respecting any employee because of membership or non-membership in the Association.

The Association rights include:

- A. The right to represent its members according to law, with regard to wages, hours and working conditions or other matters within the scope of representation.
- B. The right to be given reasonable written notice of any change in or adoption of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- C. The right to a reasonable amount of time during regular working hours to represent its members when meeting and conferring on matters within the scope of representation.
- D. The right to have payroll deductions made for payments of organization dues and for approved programs.

DUES

1. The City shall honor an employee's check-off authorization for dues and other Association-sponsored programs, which are certified in writing by the Association to the City.
2. Deductions for dues or other Association-sponsored program shall start the first full pay period after the City receives written certification of the authorization. The City shall rely on the Association's explanations in the certification provided by the Association, submitted by a representative of the Association who has authority to bind the Association must be received by the City from the Association at least thirty (30) calendar days prior to the change becoming effective. The change will be implemented by the City the first full pay period following the notice period.
3. The Association shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
4. The Association shall indemnify the City for any claims made regarding such deductions.

Data Pertaining to Certified Deductions

The City shall provide the Association every pay period, on a regular ongoing basis, an electronic file containing the following information for each Bargaining Unit Member:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, extra help, as needed)
5. Bargaining Unit
6. Scale/Step
7. Base Rate
8. Department
9. Division (subcode of the department)

New Employee Orientation

1. The City shall notify new employees represented by the Association that the Association is the recognized employee organization for the employee's classification. Within 3 days of hire into the bargaining unit, the Association shall have the opportunity to make a 30-minute presentation to each new employee.
2. The City shall notify the Association of a new employee hire at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable.

3. Each new employee shall receive a copy of the Association's standard introductory packet, copies of which shall be provided by the Association.
 4. One Association designee shall be granted 30 minutes City release time plus reasonable release time for necessary travel to present on the Association's behalf to any new employee.
- E. The right to the use of a designated bulletin board by recognized employee organizations in each building or facility where employees represented by the Association are assigned.
- F. The use of City facilities for Association activities provided that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- G. The City Council or its designated representative making copies of their agenda available.
- H. 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.
- I. There shall be no discrimination because of race, creed, color, national origin, sex, or legitimate Association activities against any employee or applicant for employment by the City or by applicable state and federal law; there shall be no discrimination against any handicapped person solely because of such handicap.
- J. Except as otherwise expressly provided, it is acknowledged that nothing contained in this MOU is a waiver by the Association of its right to meet and confer on any proposed changes by the City on any matter(s) relating to employment conditions and employer-employee relations including but not limited to, wages, hours, and other terms and conditions of employment relations, during the term of this MOU.

III. CLASSIFICATIONS AND RATE OF PAY

- A. The job classifications and rates of pay shall be as set forth in Appendix "A" which is hereby made a part of this MOU.
1. The salary ranges for classifications within this bargaining unit will be a six (6) step salary range.
 2. Salary Adjustments:
 - a) Effective the first full pay period following July 1, 2022, or City Council approval, whichever is later, all classifications covered by this agreement shall receive a 4% cost of living adjustment.

- b) Effective July 1, 2023, all classifications covered by this agreement shall receive a cost of living adjustment equivalent to the percent change in the consumer price index for the period of February of the prior year to February of the current year, as published by the Bureau of Labor Statistics (All item in San Francisco-Oakland-San Jose, CA, all urban consumers, not seasonally adjusted), not to be less than 1% or more than 4 %.
- B. It is understood that merit pay increases are based on demonstrated achievement and satisfactory work performance. Merit increases are not automatically granted on anniversary dates, and the employee's performance evaluation report will be used when considering merit increases. (Amended 6/4/84)
- C. FTO Assignment and Training Compensation:

Any Employee assigned and who performs as a training officer within an approved training program including a training manual and/or where Daily Observation Reports are required shall be entitled to receive 5% out-of-classification pay for all hours assigned to train other employees. The term "employee" shall include paid employees, reserve employees, and unpaid volunteer personnel. (Amended 7/1/98)
- D. Special Assignment Pay
 - 1. An employee assigned to work as Detective or Corporal shall be paid 5% above his/her base hourly rate of pay.
 - 2. A Police Officer assigned to work with the Police Social Services Team Member on the Community Oriented and Equity (CORE) Policing Team shall be paid 7% above his/her base hourly rate of pay. (Added 6/22)
 - 3. City and HPOA agree that the estimated amount of off duty compensable time attributed to all ordinary aspects of canine care, including but not limited to: handling caring for, feeding grooming and kennel cleaning is fifteen (15) hours per month. Compensation for this time shall be time and one-half of the employee's base hourly rate of pay. (Amended 7/1/17)
 - 4. The Traffic (Motorcycle) Officer and K-9 Officer, when a K-9 is obtained, shall be paid 5% above his/her base hourly rate of pay. (Added 7/1/17)

IV. SENIORITY

- A. Employees covered by this MOU shall attain seniority upon satisfactory completion of a probationary period of eighteen (18) months of continuous, full-time employment by sworn officers and by non-sworn personnel and thereafter shall be deemed regular employees with seniority dating from the effective date of their employment; unless, the probationary period is extended for up to an additional six months by the Chief; or the probationary period is broken by a leave of two weeks or greater, excluding vacation time. Should the

probationary period be broken in such a manner, it will remain frozen until such time as the employee returns to full-time active service. (Amended 7/1/17)

Part-time non-sworn personnel shall attain seniority upon satisfactory completion of a probation period of 18 months of continuous part-time employment. This section does not apply to employees funded by federal, state or other government agencies unless employees are retained, and then past service will count towards seniority. (Amended 7/1/81)

B. Seniority by classification shall prevail. (Amended 7/1/98)

C. Seniority shall be considered broken upon: (Amended 7/1/98)

1. Resignation or discharge;
2. On Lay-off or non-work status for more than twelve (12) months; except that an employee on "4850 time"* shall not be considered on non-work status for the purpose of this section. (Amended 7/1/98)
3. Failure to communicate with the City within forty-eight (48) hours upon receipt of notice at the address employee registers with City for receipt of notice to return to work following lay-off.
4. Failure to report for work within 15 days after receipt of notice to return to work from the City.

* Time taken pursuant to California Labor Code Section 4850, Fireman and Law Enforcement Officers "Leave of Absence in Lieu of Temporary Disability Payments". (Amended 7/1/89)

V. MANAGEMENT RIGHTS

The Management of the City and its business and the direction of its working forces are vested exclusively in City, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge for just cause; to plan, direct and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities; to maintain discipline and efficiency of employees; to establish and change production standards, determine the qualification of employees; and to regulate quality and quantity of production, provided, however, that all of the foregoing shall be subject to the provisions of this MOU.

VI. HOURS OF WORK AND OVERTIME

A. The City shall pay an amount equal to one and one-half (1-1/2) times the employee's hourly rate of pay for an employee required to work in excess of a scheduled 8/10/12 hour work shift and /or more than forty (40) hours per work week.

All overtime must be authorized by the employee's Supervisor or the Chief of Police in advance or, if the overtime is necessitated by an emergency, as soon thereafter is practicable.

A work week for safety members covered under this agreement, except Detective and Sergeant, shall consist of four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. For the classification of Sergeant, the work week will consist of three (3) consecutive twelve (12) hour shifts with an eight (8) hour shift consecutive to the twelve (12) hour shifts every other week or four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off.

A work week for classification of dispatcher shall consist of either a 4-10 or a 3-12 work schedule. The 4-10 schedule will consist of four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. The 3-12 hour schedule will consist of three (3) consecutive twelve (12) hour shifts with an eight (8) hour shift consecutive to the twelve (12) hour shifts every other week.

A work week for the classifications of Police Records Officer and Police Technician shall consist of a 5-8, a 4-10 or a 9-80 work schedule. The 5-8 schedule will consist of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off. The 4-10 schedule will consist of four (4) consecutive shifts followed by three (3) consecutive days off. The 9-80 schedule will consist of four (4) consecutive nine (9) hour shifts, with a single eight (8) hour shift every other week, followed by two (2) or three (3) consecutive days off for each respective work week. (Amended 6/22).

For the Special Assignment of Detective, a fourteen day work period shall consist of five (5) consecutive nine (9) hour shifts followed by two (2) consecutive days off then three (3) consecutive nine (9) hours shifts and one (1) eight (8) hour shift, with four of the eight (8) hours worked in each designated seven day work week, followed by three consecutive days off. For the purpose of computing time worked in this section, all paid leave taken during a work week shall be computed as time worked. (Amended 7/1/00)

The classifications of Patrol Officer and Sergeant, not to include the assigned duties of Detective shift rotation shall consist of a bid by seniority. Each employee will bid for their shift one year at a time by selecting two (2) six (6) month periods. Officers and Sergeants may bid the same shift twice and then must make another choice of shift for a six (6) month period. Dispatchers shift rotation shall consist of a bid by seniority. Each Dispatcher will bid for their shift one year at a time by selecting three (3) four (4) month periods. Dispatchers may bid the same shift twice and then must make another choice of shift for a four (4) month period. (Amended 7/1/10)

A shift is defined by the hours worked regardless of days of the week worked. (i.e.: DDDD is a different shift than DDDC by definition due to the difference in hours worked.)

This work week shall become subject to change to accommodate shift rotations, vacation schedules and educational relief assistance in that days off may be apportioned within a 28 day period from the date earned without overtime earned.

- B. Scheduling: Every effort will be made to post planned shift vacancies on an overtime sign-up sheet when doing the work schedule for the next work period and when those vacancies are known at least two weeks prior to the start of that work schedule.

Both the City and HPOA recognize that every effort should be made to fill overtime vacancies on a volunteer basis, however, also recognizing that the work schedule needs to be filled in a manner that has its main concern to be the smooth operation of the Police Department. (Added 7/87)

- C. Police Technician Overtime: Authorized work by a Police Technician in excess of: (1) 40 hours per week; or (2) time worked on a holiday. (Amended 7/09)

- D. Compensatory Time Off: Employees may, at their option, receive pay for such overtime hours or may accumulate compensating time at the rate of time and one-half (1 ½), subject to the following:

1. Employees may accrue unlimited compensation time within the calendar year; however, the amount of compensation time-off shall be limited to 80 hours per calendar year.
2. Comp time shall not be accrued from one year to the next. Employees will be paid for any accumulated but unused comp time balance on the first pay period in January.
3. The use of comp time, actual time off work, must receive prior approval of a supervisor/Chief of Police.
4. Employees working to cover the shift of an employee taking comp time would be required to take pay only. (Added 6/22)

- E. Shift Differential: An employee who works a shift in which the employee works one (1) or more hours between 7:00 p.m. and 7:00 a.m. shall receive a shift differential of five percent (5%) of the employee's base pay for each hour worked between 7:00 p.m. and 7:00 a.m. (Amended 6/22)

- F. Shift Trades: It is agreed that a working committee will be formed within the Police Department to develop a Shift Trade Policy with the City within three (3) months from the effective date of this MOU. The Policy shall be subject to the meet and confer process. (Added 6/22)

VII. TRAVEL TIME / LODGING

- A. Employees will be paid for travel time to and from approved seminars, training sessions, classes, out of City assignments, and out of county court appearances per provisions of the Fair Standard Labor Act. Regular meal period time is not counted as compensable time. (Amended 7/1/98)

- B. Reimbursement for the full cost of lodging will be made to the participant when the course he/she is attending requires residency at the hotel in which the training or seminar is being held. (Added 7/95)
- C. Employees attending a multi-day training (of 40 hours or more) in which the instruction/training is scheduled for 8 hours each day will be placed on a 5-8 schedule, consisting of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off. Employees scheduled for training consisting of less than a 40 hour block shall continue their 4-10 or 3-12 schedule and will be required to report to work to complete their full shift if the training/travel time is less than their normal shift. (Added 6/22)

VIII. HOLIDAYS

A. Recognized Holidays: It is agreed that all full-time regular employees represented by the Association, except Police Technician and Police Records Officer shall be paid for thirteen (13) holidays per year, in lieu of days off. Police Records Officer and Police Technician shall be entitled to take holidays off with pay. (Amended 5/22)

B. Recognized holidays are:

- New Year’s Day - January 1st
- Martin Luther King Jr. Day - 3rd Monday in January
- President’s Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Juneteenth - June 19th
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veteran’s Day - November 11th
- Thanksgiving Day - Last Thursday in November
- Christmas Day - December 25th
- Work Holidays - Day after Thanksgiving,
- Christmas Eve Day,
- New Year’s Eve Day;

And any other day proclaimed by the President and/or Governor and recognized by the City of Healdsburg as a public holiday, day of mourning or day of Thanksgiving. Except that when the City elects to give City employees additional holiday days, said additional holidays shall become recognized holidays for the Association on an as granted basis by the city. (Amended 6/22)

C. Rate of Pay: Full-time employees shall be paid for thirteen (13) holidays per year in lieu of days off. Personnel assigned to the following positions which must be staffed each day of the week, are not granted official City Holidays as days off with pay: Police Officer, Police Sergeant, Dispatcher I/II.

In lieu thereof, they shall receive one day of holiday credit for each official City holiday. These additional hours shall be paid over twenty-six pay periods in the year and shall be in addition to other regular compensation.

These payments are intended to be reportable to CalPERS as special compensation under 2CCR§ 571(5). Holiday pay will be factored into the regular rate for the purposes of calculating overtime. (Amended 6/22)

Holidays shall be paid based on the number of hours in the employee’s regular shift at the employee’s compounded hourly rate and shall be reported to PERS as part of payroll on behalf of the employees. The compounded hourly rate shall be defined as regular hourly rate plus incentive and specialty pay upon adoption of this agreement. Full time probationary employees shall be paid for holidays on a prorated basis based upon their date of hire and number of holidays earned therefrom.

Commencing with ratification of this agreement, Police Technicians and Police Records Officer will receive compensation when a holiday falls on their regularly scheduled workday. Such compensation will be paid at their straight time rate for the number of hours regularly worked. Police Technicians and Police Records Officers who are scheduled to work on any holiday listed in Section VIII, Holidays, shall receive time and one-half their regular rate of pay for that day, in lieu of holiday pay. (Amended 7/87)

IX. VACATIONS

- A. All regular, full-time HPOA employees shall become eligible for vacation as it is earned and shall accrue vacation leave at full pay as follows (Amended 6/22).

<u>Length of continuous service</u>	<u>Hours accrued per Bi-weekly pay period</u>	<u>Annual Accrual</u>
0 to 2 years	3.85	100
2+ to 5 years	4.62	120
5+ to 10 years	5.77	150
10+ to 15 years	6.92	180
15+ to 20 years	7.69	200
20+ to 25 years	8.85	230
25+ years	9.62	250

An employee may defer some or all of his/her vacation to the following year. However, in no event shall an employee accumulate vacation days greater than three times his/her annual accrual rate. Employees who have accumulated vacation days equal to three times their annual accrual rate will cease to accrue vacation until the accumulated amount is reduced below the level of three times their annual accrual rate.

If an employee has accumulated more than two times the annual accrual rate, and at least two weeks of vacation has been taken by the employee during the previous twelve months, the employee may request the buy-out of up to two-weeks to reduce the accrued vacation.

Employees on “4850”* will be paid for vacation accrued over his/her annual accrual rate. (Amended 7/1/17)

*Time taken pursuant to California Labor Code Section 4850, Fireman and Law Enforcement Officers “Leave of Absence in Lieu of Temporary Disability Payments”. (Amended 7/1/98)

- B. In no event shall an employee be entitled to a vacation with pay until earned. An employee who suffers lay-off, termination, resignation, or disability leave with accrued or earned vacation time not used shall be entitled to accrued vacation time.
- C. For the purpose of this section and all other sections referring to “full pay”, “full pay” shall be defined as the employees’ monthly base salary and shall not refer to overtime or any other additions to the base salary.
- D. Vacations will be scheduled throughout the fiscal year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided that requests are written on the sign-up sheet that is posted annually during the month of December. The City may reserve the right to deny a vacation request based on a justified manpower shortage for major events requiring four personnel or more, and the vacation request is for less than forty (40) hours. (Amended 7/1/10)
- E. On Thanksgiving, Christmas Eve day, Christmas Day, New Year’s Eve day, and New Year’s day, no vacation leave will be granted, unless:
 1. The employee wishing to take vacation on the above holidays shall obtain, in writing, an agreement with another employee to work the shift(s) either by shift trade or overtime.
 2. The use of the vacation does not impact shift coverage, subject to the approval of the affected shift’s watch commander.

This subsection does not apply to the positions of SRO, Downtown Foot Patrol, Detective, or Administrative Sergeant.

F. COVID-19 FIRST RESPONDERS LEAVE

In recognition of the requirement for Public Safety First Responders to continue providing service to the Community during the Covid-19 Pandemic which places them at a higher level of risk for contracting said illness, effective on ratification of this agreement and retroactive to January 1, 2021, for each full week (Monday through Sunday) the County of Sonoma Health Officer mandates a County wide “shelter in place” order up to June 30, 2021, each member of the bargaining unit shall receive two and one half (2.5) hours of paid time off. Such paid time off shall accrue to said employees, up to a cap of 60 hours, in a “Covid-19” time bank separate from all other paid leave and shall have no cash value. Employees shall only be able to take such “Covid-19” paid time off when doing so does not incur back-filling their position with overtime. All accrued “Covid-19” paid time off not used by June 30, 2023, shall expire. This provision sunsets June 30, 2023.

X. SICK LEAVE

- A. All regular employees of the City shall accrue one day of sick leave for each month, or major fraction thereof employed. Accumulation of unused sick leave shall be unlimited.
- B. Unless otherwise required by law, an employee who is returning to work following an absence from work due to illness may be required to undergo a medical examination by a City designated physician, at the expense of the City, prior to the employee returning to work.
- C. Unless otherwise required by law, any employee who calls in and reports his inability to work because of illness or physical disability may be asked to have a health practitioner verify his condition to the City within 24 hours.
- D. Medical statements may be required to verify an employee's absence due to illness or injury and require, at a minimum, the following: (1) dates attended; prognosis; (2) duration of illness or injury; and (5) name, address, phone number and signature of treating physician or medical practitioner. (Amended 2/17)
- E. Sick leave shall be allowed for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. For purposes of this Policy, "family member" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster sibling, parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; or a grandchild.
- F. Sick leave shall be allowed for employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child
- G. Sick leave shall be allowed for employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- H. When an employee uses sick leave for the care of family members, employee shall do so in order to seek medical treatment and attempt to make arrangements for on-going care of the family member or to attend funeral or memorial services. An employee who uses more

than three (3) days to take care of a family member may be required to present a doctor's verification of the illness or injury. (Amended 2/17)

I. Election Prior to Retirement with Respect to Unused Sick Leave Credit:

An employee who retires with accumulated and unused sick leave shall have 50% of such unused sick leave credit automatically converted by the employer into a dollar value based on the employee's salary (Unused Sick Leave Credit Value). The remaining 50% shall be converted to service credit for all Employees.

1. Employee Elections:

The Unused Sick Leave Credit Value will be contributed by the employer to the employee's Post-Employment Health Reimbursement Arrangement (PHRA), Retirement Account, and/or CalPERS Service Credit based on the most recent written election of the employee that was provided to the employer for this purpose in a calendar year prior to the calendar year of retirement. Such written election (Election) must be made on a form provided by the employer and will have no effect unless made and delivered to the employer in a calendar year prior to the employee's retirement. All employee elections will be subject to the then applicable Internal Revenue Code or other applicable limits that apply to employer-initiated contributions to such plans. The employee's Election, once made, will become irrevocable for the succeeding calendar year, but may be changed on a timely basis with respect to future calendar years.

2. Plan Default

If at the time of an employee's retirement there is no employee election on file, 100% of the Unused Sick Leave Credit will be contributed by the City to CalPERS as an automatic sick leave conversion to service credit pursuant to pension contract with the City.

3. The employee's Unused Sick Leave Credit Value may not be paid to the employee in cash or in the form of some other taxable benefit.

J. Each employee who uses one day or less sick leave within a 12-month period beginning July 1st of each year, shall receive compensation equal to one shift at the straight time rate. (Amended 6/4/84)

K. An employee who uses sick leave for purposes other than those purposes enumerated by this MOU or engages in private or other public work while on sick leave, without express written approval of the City, may be subject to disciplinary action. (Amended 2/17)

L. An employee who is sick and has used all his/her sick leave time shall use his/her vacation leave for the duration of time that the employee is away from work. If an employee uses all his/her sick leave and vacation leave and is still sick, he/she may be granted a leave of absence without pay per Section XI.B. (Added 6/27/85)

- M. Anytime an employee is placed on disability or administrative leave, the employee will automatically be assigned as follows: (Added 7/89, Amended 7/1/98)
1. If employee's regular shift consists of four (4) ten (10) hour shifts: Monday through Thursday, 0700 to 1700 hours.
 2. If employee's regular shift consists of five (5) eight (8) hour shifts: five (5) consecutive weekday day shifts, 0800 to 1600 hours.
- N. Retiree Health Savings Plan. The first full pay period of July of each successive calendar year accumulated sick leave hours in excess of eight hundred (800) hours shall be automatically converted into a cash value at the employee's hourly rate and shall be contributed to each employee's PHRA plan (Amended 6/22).

XI. HEALTH AND WELFARE

- A. Permanent full-time employees shall be eligible to participate in the City's group medical plans. The City agrees to offer to meet and confer regarding any change in currently offered medical plans/benefits during the term of this agreement.

The City's contribution toward health insurance shall be a dollar amount up to 100% of the Kaiser Permanente medical plan by premium category. For those employees that select a more expensive medical plan, the difference between the City's contribution and the actual premium of the plan selected, shall be paid by the employee on a pre-tax basis. (Amended 6/22)

Payments for medical insurance premiums shall be made on a pre-tax basis. HPOA employees opting out of the City paid medical plan shall receive a monthly stipend of \$477 per month. (Amended 7/12)

- B. The City will pay the premium for a \$100,000 life insurance policy per employee. In addition, the City will pay any increased life insurance premium costs which may be incurred during the term of this MOU in conformance with those rates as set by the City's insurance carrier. (Amended 7/1/09)
- C. All regular, full-time employees and dependents are eligible to participate in the group dental plan where under the City shall pay 100% of the actual premium. The City will pay any increased dental insurance premium costs which may be incurred during the term of this MOU. (Amended 7/1/98)
- D. All regular, full-time employees and dependents are eligible to participate in a group vision care plan where under the City shall pay 100% of the monthly premium. Employees enrolled in Kaiser will not be covered by the REMIF vision care plan and an amount equal to the monthly vision care premium will be applied to the base amount for health insurance as stated above in (a). The City will pay any increased vision care premium costs which may be incurred during the term of this MOU. (Amended 7/87)

- E. Long-term Disability Insurance: As soon as administratively feasible following City Council Approval, for employees covered by this agreement, the City will pay the monthly premium for a long-term disability insurance plan. Terms of the insurance shall include, but not be limited to the following: (1) Amount of Insurance: 66-2/3% of monthly salary for a maximum of \$10,000.00 per month ; (2) Elimination period: benefits will commence on the 91st day of continuous disability; and (3) Integration of Benefits: Full Family. (Amended 3/21)
- F. Any part-time employee who works an average of 35 hours per week per month or greater for 6 consecutive months, shall be entitled to receive full-time benefits for a like period of time. Upon termination of employment, all benefits will cease. (Added 7/87)
- G. No change in carrier or benefit levels in the vision, health, or dental programs shall be made during the term of the contract without the express approval of the Healdsburg Police Officers' Association except as specified in Section A hereinabove. (Added 7/1/98)

XII. PUBLIC EMPLOYEES RETIREMENT SYSTEM

- A. Safety Employees: On behalf of its safety employees, the City has contracted with the Public Employees' Retirement System (PERS) for retirement benefits. For safety employees in classifications represented by HPOA and hired prior to the effective date of the CalPERS amendment establishing a second tier pension plan, the retirement formula will be 3% at 50. The City shall maintain additional CalPERS benefits as follows: 1) "1959 Survivor Benefits, Level IV" for which employees pay \$.93 per bi-weekly pay period; 2) Post Retirement Survivor Allowance; and 3) One Year Final Compensation.

Sworn Classic employees in classifications represented by the HPOA shall contribute a total of 12% to PERS. The employee contribution is made by a pre-tax payroll deduction.

For safety employees hired on or after the effective date of the CalPERS amendment establishing a second tier pension plan, the retirement formula will be 2% at 50. Retirement benefits will be calculated using the average income of the highest three (3) consecutive years.

- B. Non-safety Employees: On behalf of its non-sworn employees, the City has contracted with the Public Employees' Retirement System (PERS) for retirement benefits. Such employees are designated "Local Miscellaneous" members of PERS. For non-safety employees in classifications represented by HPOA and hired prior to the effective date of the CalPERS amendment establishing a second tier pension plan, the retirement formula will be 2.5% at 55. The City shall maintain additional CalPERS benefits as follows: 1) "1959 Survivor Benefits, Level IV" for which employees pay \$.93 per bi-weekly pay period; 2) Post Retirement Survivor Allowance; and 3) One Year Final Compensation. Non-sworn employees in classifications represented by the HPOA pay the 8% employee contribution to PERS. The employee contribution is made by a pre-tax payroll deduction of 8%. (Amended 7/1/12)

For non-sworn HPOA employees hired on or after the effective date of the CalPERS amendment establishing a second tier pension plan for Local Miscellaneous Members, the retirement formula will be 2% at 60. Retirement benefits will be calculated using the average income of the highest three (3) consecutive years. Employees will pay the 7% employee contribution to CalPERS. The employee contribution is made by a pre-tax payroll deduction of 7%. (Added 7/1/12)

- C. PEPRRA. The Public Employees’ Pension Reform Act of 2013 (PEPRRA) and related Public Employees’ Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. The City and POA agree to implement all PEPRRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRRA as “New members” in PERS ‘Safety’ classifications shall pay 50% of the total normal cost for the new Safety PERS pension formula of 2.7% @57, actual employee contribution determined by PERS (on a pre-tax payroll deduction) with final compensation determined by the highest average annual pensionable compensation earned by an employee during a period of at least 36 consecutive months Effective January 1, 2013 all employees defined by PEPRRA as “New members” in PERS ‘Miscellaneous’ classifications shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula of 2% @ 62, actual employee contribution determined by PERS (on a pre-tax payroll deduction), with final compensation determined by the highest average annual pensionable compensation earned by an employee during a period of at least 36 consecutive months. (Amended 7/1/17)

XIII. LONGEVITY PLAN

Employees shall be eligible to receive longevity pay as set forth herein upon the satisfactory completion of a minimum of five (5) continual years of service.

The effective date of a longevity pay increase shall be the beginning of the pay period that includes the date of eligibility (Amended 6/22).

Any employee shall receive such pay in addition to his/her basic rate of pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Pay Rate</u>
5 years	2%
10 years	3%
15 years	4%
20 years	6%
25 years	8%

XIV. EDUCATION INCENTIVE PAY

City agrees to provide a financial incentive as an extrinsic motivator for employees to augment their formal education on a continuing basis. Such incentive pay will be paid on an hourly rate for

purposes of payroll and will be provided to all permanent employees who attain the following benchmarks:

- A. Employees who have obtained a two-year degree or Intermediate P.O.S.T. Certificate will be compensated \$150.00 per month.
- B. Employees who have obtained a four-year degree or Advanced P.O.S.T. Certificate will be compensated \$450.00 per month. (Amended 7/1/17)

XV. UNIFORM ALLOWANCE

The uniform allowance is paid in the first pay period of July of each year for the purpose of maintenance and replacement of uniforms for the ensuing fiscal year. The uniform allowance shall be paid in the amount of \$975 for sworn personnel and \$800 for non-sworn personnel except for the positions of Police Records Officer which are not eligible for the allowance. The first uniform allowance will be a prorated amount for that period of time from the employee's date of employment to the following July 1st. For CalPERS Classic members, uniform allowance is considered special compensation and will be reported to CalPERS each pay period on a pro-rated basis. (Amended 3/21)

- A. Any uniform damaged during the course of employment that is deemed by the Chief of Police or his designated subordinate to be repairable will be repaired by the employee, using his/her uniform allowance. If the damaged uniform is deemed irreparable, it will be replaced by the City at no cost to the employee.
- B. Equipment issued to members of the unit shall be new or in like-new condition. No items will be issued that are in need of repair. (Added 7/87)

XVI. BILINGUAL INCENTIVE

- A. An employee who is certified Tier 1, bilingual, in Spanish and/or American Sign Language (ASL) shall receive additional compensation at the rate of \$250.00 per calendar month. Any employee who is certified Tier 2, fluent, shall receive additional compensation at the rate of \$300.00 per calendar month. For purposes of payroll, bilingual incentive will be paid at an hourly rate.

Tier 1, Spanish bilingual is defined as being able to understand and speak the Spanish language. Tier 2, Spanish fluent is defined as being able to understand, speak, read, and write in the Spanish language. Tier 1 ASL bilingual is defined as being able to understand and sign with proficiency. Tier 2 ASL fluent is defined as being able to understand, sign and fully converse. Qualification for this extra compensation must be proved by certification. The City may waive this certification requirement if it is otherwise satisfied as to the bilingual qualifications. (Amended 6/22)

- B. Employees receiving bilingual incentive pay may be tested for re-certification on an annual basis provided, however, that no employee shall be eligible for re-certification while on

disability leave, sick leave or limited duty status and payment of such bilingual incentive compensation will not be resumed until the employee returns to full-time duty. (Amended 7/1/81)

- C. Employees receiving the bilingual pay incentive are required to assist the city with translation services as requested. If an employee is called during off-duty time with a request to translate, the employee shall be entitled to a minimum of two (2) hours of overtime compensation. (Added 6/22)

XVII. OUT OF CLASSIFICATION DIFFERENTIAL PAY

- A. Upon specific written assignment by the chief of Police or a designee, an employee may be assigned to perform the duties in a job classification where the rate of pay is greater than the employee's regular rate of pay (e.g., supervisor, Detective, etc.). An employee so assigned for more than a total combined time of four (4) shifts shall receive an additional five percent (5%) of salary at that employee's basic hourly rate for all hours worked in such assignment. (Amended 7/12)
- B. Any temporary assignment as provided for in this section shall not cause a loss of benefits to such employee.

XVIII. LEAVE OF ABSENCE

- A. The City may grant an employee a leave of absence without pay for compelling personal reasons, as determined by the City Manager, for a period of six (6) months in duration or for urgent and substantial reasons, as also determined by the City Manager, up to a maximum of one year, providing that satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal work routine. A leave of absence without pay must be requested by employee and approved by the City Manager, and shall be in writing specifying the date of return. Any employee failing to return to work upon expiration of an approved leave of absence, shall be deemed to have resigned his/her employment with the City. A leave of absence without pay is not an employment right and the City may deny such request if such leave interferes with the normal working schedule of the department. Said employee will not accrue sick leave or vacation benefits while on leave status and City will cease paying medical, dental, and visual insurance premiums unless required by law. (Amended 7/1/2017)
- B. An employee may be placed on leave of absence without pay at the City's discretion when an employee is absent from work due to illness or other reason and has exhausted sick leave and vacation benefits. Said employee will not accrue sick leave or vacation benefits while on leave status; will continue to pay insurance premiums if required by law. If the reason for the employee's absence would qualify the employee for FMLA leave, and the employee has FMLA leave available, the employee's FMLA leave shall run concurrently with any leave of absence. Unpaid leave will only be provided if the requesting employee has exhausted all of his or her paid leave. (Amended 7/1/17)

- C. Special leave may be granted by the Chief of Police to personnel of the Healdsburg Police Department in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefits.
- D. Employees unable to work due to disaster or emergency conditions may be granted special leave without pay by the Chief of Police. It is anticipated that this special leave will be unique and infrequent but necessary to cover the special conditions that do occur from time to time.
- E. The probationary period of an employee who is granted a leave of absence, maternity or any other disability leave, shall be extended by the duration of the leave in excess of thirty (30) calendar days. (Added 7/91, Amended 7/1/17)

XIX. PARENTAL LEAVE, FMLA, CFRA and PDL LEAVES

Leaves covered by the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leaves (PDL), will be granted in accordance with federal and state laws unless otherwise specified herein. Such leaves may be covered by a City policy intended to provide the benefits required by the applicable laws and acts, but in no case shall employees covered under this agreement suffer a loss of such benefits should such a policy become invalidated by the City.

The employee shall be entitled to utilize sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury. When the employee is on a paid leave status, service credits shall continue to accrue, and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to their former position, or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee's being reinstated, the department head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of their position.

An employee may, at the conclusion of their leave, request a leave of absence as provided in this Memorandum of Understanding.

Child Care Leave. A regular employee who has exhausted their leave as set forth above or who has adopted a child, may apply for a leave of absence. In such case, it will be presumed that the employee has presented an urgent and substantial personal reason for such leave to be granted. (Amended 6/22)

XX. BEREAVEMENT LEAVE

- A. In the event of a death occurring to a member of an employee's immediate family, the Chief of Police may grant a leave of absence with pay to the employee to make necessary arrangements and/or attend the funeral for a period up to three (3) work days. Two additional days of funeral leave may be granted, upon approval of the Chief. Every effort will be made to schedule sick leave off for step-family and relative bereavement. (Amended 7/1/17)
- B. Immediate family is defined as father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, spouse, registered domestic partner, child, stepchild, daughter-in-law, son-in-law, grandparents, great-grandparents or grandchild. (Amended 3/21, 6/22)
- C. The City may require substantiating evidence supporting an employee's request for such leave with pay.

XXI. JURY DUTY

A regular or probationary employee ordered to jury duty during the employee's regularly scheduled working hours shall be entitled to leave with pay during the actual jury service; provided, however, that the employee reimburse the City any amount paid to him/her by the Court with the exception of travel and meal expenses. Employees shall inform the Chief's office in writing of impending jury duty within 48 hours of receiving said notification. (Amended 7/87)

XXII. LAYOFF

- A. When it becomes necessary for the City to lay off regular employees, the City will give employees involved as much notice as possible, but in no event will such employees be given less than two (2) week notice of lay off. When probationary employees are to be laid off, no notice of lay off is required. Lay off in all cases, due to lack of work, will be determined by an employee's seniority. An employee whose job is being eliminated may elect to displace an employee in a lower classification, if as determined by the Chief of Police, he/she is qualified to perform the duties of the lower classification, has served in that position at this or another agency, possesses all of the required certifications and training for that position and his/her seniority is greater than that of the employee in the lower classification. (Amended 7/1/17)
- B. Temporary and provisional employees in the job classifications involved in a lay off shall be separated prior to probationary or permanent employees.
- C. An employee laid off has the right to reinstatement preference in reverse order of the layoff, according to job classification, for a period of eighteen (18) months after the layoff date, provided he or she is physically and otherwise qualified as determined by the Chief of Police, and keeps the City informed of his current mailing address at all times. The City may require said individual to achieve a passing grade on the following pre-employment tests: psychological, medical, and polygraph tests which may be in use at the time. An

employee so reinstated shall retain seniority and all sick leave rights accrued to the lay-off date. (Amended 7/1/17)

XXIII. PROMOTIONS

- A. The City and the Association agree that it is in the best interest of the City and the employees within the Department to provide a career ladder within the Department. It is also a policy of the City that when promotional opportunities arise, full consideration will be given to eligible employees from within the Department.

XXIV. STAFF LEVELS

- A. It is agreed that the staffing level of the police department is based on the quantity and quality of service to be delivered to the Healdsburg community, as determined by the City Council. In making such determination, employee safety and workload will be considered.
- B. The City and the Association agree that it is in their mutual best interest that:
1. At least two uniformed officers be on duty at all times, excluding the Chief of Police; and
 2. Whenever possible, at least two non-supervisory officers will be dispatched to all reports of felonies in progress, fights, disorderly or drunk persons, suspicious persons and robbery and burglary alarms. Supervisory is defined as anyone acting in the capacity of a watch commander. The City agrees to exert at all times a good faith effort to provide this staffing level in addition to non-sworn support personnel and supervisors necessary to provide full service to the community. (Amended 6/27/85)

XXV. CALL BACK

- A. Employees who are 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 the minimum compensation of three (3) hours, except that there shall be no minimum compensation guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift. Shift assignments shall not be exercised in such a manner as to avoid payment provided in this section, unless mutually agreed upon by the employee and department. (Amended 6/4/84)

Employees will be compensated at the rate of time and one-half of the employee's regular rate of pay, as above, with a two (2) hour minimum for court appearances during off-duty hours which are canceled after 5:00 p.m. on the previous court date. (Added 7/1/98)

- B. Employees who are called to work overtime on their day off or other off-duty hours shall be compensated for a minimum of two (2) hours except as otherwise provided in this agreement. Overtime shall commence at the time an employee reaches the place where

he/she is directed to report and shall continue until he/she is released or the work is complete, whichever is earlier. (Amended 6/4/84)

XXVI. EMPLOYEE BOOKLET

The City agrees to provide each member of this bargaining unit a copy of this MOU between the Healdsburg Police Department and the Healdsburg Police Officers Association, and rules and regulations, and/or policies of the Police Department. Employees are required to be familiar with the content of said documents. (Amended 7/1/17)

XXVII. ASSOCIATION REPRESENTATIVE COMPENSATION

The City agrees that 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 a harmonious relations on matters within the scope of representation.

XXVIII. OTHER RULES, REGULATIONS, ORDINANCES AND PRACTICES

It is agreed between the parties to this MOU that any changes in Personnel Rules or Regulations governing the administration and personnel management of employees of the Police Department or any Healdsburg Police Department Rules and Regulations insofar as the subject matter is subject to the meet and confer process under law, will be the subject of a meet and confer process between the City and the Association.

XXIX. GRIEVANCE PROCEDURES

The purpose of this Article is to:

1. Promote improved employer-employee relations by establishing grievance procedures.
2. Afford employees individually or through qualified employee organizations a systematic means of resolving grievances.
3. Provide that every effort shall be made to resolve grievances as near as possible to the point of origin.
4. Provide the opportunity for grievances to be settled in an informal manner.

Definition - A grievance is any dispute concerning the interpretation or application of this agreement or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment.

This grievance procedure shall not apply to appeals of disciplinary decisions, or any other decisions for which an appeal procedure is provided in another City document.

A. STEPS AND PROCEDURES:

Step 1: An employee may present a grievance personally or through his/her Association representative to the immediate supervisor and the parties shall endeavor to settle the grievance at this level.

Step 2: If the grievance is not settled at Step 1, the grievance may be presented to the Chief of Police within seven (7) days from the date the incident giving rise to the grievance is alleged to have first occurred. If requested, a written response from the Chief of Police will be provided within seven (7) days.

Step 3: If the grievance is not settled at Step 2, the grievance may be reduced to writing, setting forth the grievance and the correction asked for, and sent to the City Manager within five (5) working days after the Chief of Police has rendered his decision. The City Manager shall answer the grievance in writing within ten (10) work days after the receipt of such grievance.

Step 4: If the grievance is not settled at Step 3, it shall be submitted to arbitration. The decision of the arbitration(s) panel shall not be binding on either party; each party recognizes the right of the other to seek redress through the Courts.

- (a) The expenses incident to arbitration shall be borne one-half by the City and one-half by the employee, or if employee is represented by Association, one-half by the Association, except either party that rejects the decision shall be responsible for the total cost of the arbitrator. Expense shall be shared equally if both parties reject the decision of the Arbitrator.
- (b) The parties agree that matters properly to be referred to arbitration shall first be reduced to writing, citing the specific provision of this MOU or alleged violation of other City, State or Federal Ordinances, Resolutions, Rules, Regulations or Laws. To be timely and insure prompt settlement of disputes, the Association shall serve written demand for arbitration upon the City within but no exceeding thirty (30) calendar days of the decision of the City Manager.
- (c) It is agreed that any grievance not submitted in accordance with the provision of this Article be deemed untimely and shall be dismissed. The term limits herein provided may be extended only upon mutual agreement in writing.

B. ARBITRATION PROCEDURE

It is the purpose of this section to provide a fair and orderly process by which matters not resolved in section A, Steps 1-3 of this article are to be decided.

1. Composition of Arbitration Panel

The Panel shall consist of three (3) members and shall be created in the following manner: one (1) member selected by the employer (City), one (1) member selected by the employee or his/her employee organization, and the third member, who shall serve as Chairperson, selected by the other two members. In the event agreement cannot be reached on the selection of the third member (Chairperson), the other two members shall, within five (5) working days, formally and jointly request a list of five (5) neutrals from the State Conciliation Service.

Within five (5) days after receiving the list of neutrals, the parties shall select a name from the list and shall notify the State Conciliation Service of the name of the selected Chairperson. If the parties are unable to agree on a name, the Chairperson shall be selected by alternately striking a name from the list with the first option to strike determined by lot.

2. Powers and Duties of the Panel

Unless extended by mutual agreement of the parties, or by direction of the Chairperson, the Panel shall commence its hearing within twenty (20) work days after the selection of the Chairperson. The Panel shall be fully authorized and empowered to grant or refuse extensions of time, to set such proceeding for hearing, and to perform any and all other acts in connection with such proceedings that may be authorized by law or this procedure.

The Panel may compel by subpoena witnesses to appear at the hearings as provided in Section 25170 of the Government Code.

The matters which the Panel shall consider, weigh and be guided by shall include, but not limited by, the following:

- i. The State and Federal laws applicable to the parties.
- ii. The stipulations of the parties.
- iii. Such other facts and information normally or traditionally taken into consideration in making findings and decisions.

3. Evidence Submitted in Hearing

Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination; to impeach any witnesses; and to rebut evidence. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objections in civil actions. Irrelevant and unduly repetitious evidence may be excluded.

4. Right of Representation

Either party may be represented by counsel or other representation at the hearing.

5. Reporting and Records

The proceedings may be recorded. Recordings and records shall be maintained for a period of two (2) years after the final decision is rendered by the Panel. Either party may request a stenographic reporter to record the proceedings.

6. Hearings

All hearings shall be closed to the public.

7. Findings, Decisions and Orders

Following the hearing, the Panel shall consider the evidence presented and make written findings of fact within twenty (20) days after the hearing which may also include a decision stating the appropriate action to be taken, if any. A copy of the decision shall be sent to each party.

The Panel's decision shall be reviewed by the City Manager and/or City Council as well as the employee/Association, acknowledged in writing, with reasons stated for its acceptance or rejection in whole or in part, by both parties, within ten (10) days after receiving the decision.

Any court action brought by either party must be brought within (90) days of the final decision of the City Council.

C. EMPLOYEE ORGANIZATION REPRESENTATION

1. All employees shall have the right to employee organization representation at each step of the grievance procedure and shall not be required to be present at any stage of the process.
2. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the employee organization as long as the adjustment is not inconsistent with the terms of any then effective MOU of Understanding, and the employee organization has been given the opportunity to be present and make statements at such adjustment. Copies of employer decisions given at any step of the grievance procedure whatsoever shall be promptly delivered to the employee organization.

D. NO REPRISALS

No reprisals whatsoever shall be invoked against any employee for processing a grievance for participating in any way in the grievance procedure.

E. RELEASE TIME

A reasonable amount of time shall be provided for the investigation and processing of grievances, including the grievant/employee organization representatives.

F. TRANSMITTAL PROCESS

All reference in this procedure to transmittal of a written grievance or response thereto, by either party shall be transmitted by personal delivery or by U.S. Mail service. If the U.S. Mail is used, time limits referred to shall not include time of mail processing by the Postal Department. The postmark stamp shall be considered the time of reply by either party using the process.

XXX. NO STRIKE AND NO LOCKOUT

- A. During the period of this MOU, there shall be no strikes, work stoppages, slow down, picketing or similar disruptions in the operations of the City by either the Association or employees. Picketing as used above shall not include informational picketing.
- B. No officer or representative of the Association shall authorize, investigate, aid or condone any strikes against the City and no employee shall participate in any such strikes against the City while this MOU remains in effect.
- C. There shall be no lockouts during the term of this MOU by the City.
- D. The City shall be under no obligation to bargain with the Association concerning employees who go on strike or concerning the subject of any strike so long as the strike continues during the term of this MOU.
- E. The City may discipline or discharge any employee who engages in strike activities against the City during the term of this MOU, and such action shall not be subject to review upon any ground other than whether or not the employee participated in such strike activities.
- F. The foregoing provision shall not constitute a basis upon which either party signatory hereto may demand arbitration of any subject or matter not covered by the expressed terms of this MOU.
- G. The Association understands that it may be liable for damages, including reasonable attorney's fees and court costs, in the event of any unauthorized strike, work stoppage, slow-down, picketing or similar interference with the operations of the City which have been authorized by the Association and which occur during the life of this MOU.
- H. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

XXXI. OTHER AGREEMENTS

- A. The parties signatory hereto acknowledge that during the meet and confer sessions which resulted in this MOU each had the right and opportunity to make demands and proposals

with respect to any subject or matter not removed by law from the area of meeting and conferring, and the understandings and agreements arrived at by the parties, after the exercise of said rights and opportunities, are set forth in this MOU.

- B. This MOU does not by implication repeal or modify existing rules, regulations, resolutions and ordinances.
- C. The City will include the HPOA bargaining unit in any future classification and compensation studies. Two (2) representatives of the bargaining unit shall be on the committee guiding any future study (Amended 6/22).

XXXII. OUTSIDE EMPLOYMENT

No employee shall follow any other calling or occupation or engage in any business that will tend to impair the efficiency of such employee or be incompatible with his/her position with the City or that would affect the relationship between the City, its residents, and the business community. Before any employee engages in any outside occupation or business, he/she shall obtain the approval of the Chief of Police. If the Chief of Police finds that any particular employment violates this policy, he/she shall withhold his approval of such outside employment and advise the employee in writing enumerating the reasons. The decision of the Chief of Police is subject to review by the City Manager at the request of the employee. In the event that the City Manager concurs, he/she shall also advise the employee in writing enumerating the reasons. (Amended 6/22)

XXXIII. PUBLIC SAFETY OFFICES PROCEDURAL BILL OF RIGHTS

The Healdsburg Police Officers Association has called to the attention of the City of Healdsburg the passage of Chapter 465 of the Statutes of 1976, an act of the California State Legislature known as the Public Safety Officers Procedural Bill of Rights Act. The City is aware that such act has been passed.

XXXIV. FULL UNDERSTANDING, ACKNOWLEDGMENT, MODIFICATION

- A. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. All other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is agreed and understood that the parties have met and conferred in accordance with the obligations under state law and the City's employee relations policy in reaching this agreement and they acknowledge that neither party shall be obligated to negotiate over any provision of this agreement during its term.
- C. It is further agreed and understood that the City shall not implement any changes to any matter within the scope of representation as defined by the Meyers-Milias-Brown Act, as amended, that are not covered by this agreement, without first having provided the

Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with State law and City policy. (Added 7/91)

XXXV. RULES, REGULATIONS AND PROCEDURE MANUAL

- A. The Healdsburg Police Officers Association hereby recognizes the existence of an understands the provisions contained in the Healdsburg Police Department Rules and Regulations Manual and maintains that it is the members' of the Healdsburg Police Officers Association responsibility to thoroughly read and obey all orders and policies contained therein. It is also the understanding of the members of the Healdsburg Police Officers Association that any member violating any rule, regulation, procedure, special and/or general order can be disciplined in accordance with the provisions of the Healdsburg Police Department's Rules and Regulations Manual as stated in Chapter 6 of said manual.
- B. Furthermore, it is acknowledged that the referred to Police Department Rules and Regulations were not a subject of the meet and confer process that produced this agreement, but are a product of the office of the Chief of Police. Any proposed changes shall be shared in writing with the HPOA prior to implementation and are subject to meet and confer upon request of the HPOA. (Amended 6/22)
- C. It is agreed that every employee represented by the Association will be issued a copy of the manual referred to in this section and that a copy will be provided for the Association.
- D. It is acknowledged that members of the Association shall comply with the City of Healdsburg Personnel Rules and Regulations. It is further acknowledged that this MOU shall serve as the guiding document in the event there are inconsistencies between the documents.

XXXVI. SEVERABILITY

If any article or section of this MOU 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 MOU shall remain in full force and effect for the duration of this MOU. 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 conferring on the said article or section.

XXXVII. TERM OF AGREEMENT

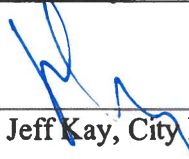
- A. This agreement, when signed by both parties, shall become effective July 1, 2022 except where specifically provided otherwise therein, and shall terminate at twelve (12) Midnight on June 30, 2024.
- B. It is the intent of the parties to commence negotiations no later than 120 calendar days prior to the expiration date of the current MOU. Once either party has made a request to commence negotiations the parties agree to meet within 20 calendar days of such request.

XXXVIII. RATIFICATION

The designated representatives of the City of Healdsburg and the designated representatives of the Healdsburg Police Officers Association, having met and conferred in good faith regarding wages, hours, and other terms and conditions of employment submit the following Amendments to the MOU to the City Council of the City of Healdsburg for its determination with the recommendation that it be approved.

Signed this 27th day of June, 2022.

The Designated Representative
of the City of Healdsburg



Jeff Kay, City Manager

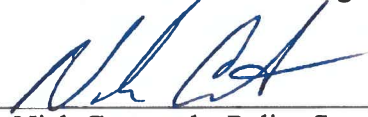
The Designated Representative of the
Healdsburg Police Officers Association



John Noble, Labor Relations Representative



Frank Patane, Police Sergeant



Nick Castaneda, Police Sergeant



Teresa Gruner, Police Dispatcher II

Approved by City Council Resolution No. 89-2022

APPENDIX “A”

**SCHEDULE OF SALARY RANGES
EFFECTIVE UPON RATIFICATION OF THIS MOU**

	<u>A step</u>	<u>B step</u>	<u>C step</u>	<u>D step</u>	<u>E step</u>	<u>F step</u>
Police Dispatcher I	\$5,228.40	\$5,495.69	\$5,776.06	\$6,069.50	\$6,379.58	\$6,698.55
Police Dispatcher II	\$5,495.69	\$5,776.06	\$6,069.49	\$6,379.57	\$6,699.14	\$7,034.10
Police Officer	\$7,152.33	\$7,509.93	\$7,885.45	\$8,279.71	\$8,693.70	\$9,128.38
Police Officer Recruit	\$6,794.71	\$7,134.44	\$7,491.17	\$7,865.72	\$8,259.02	\$8,671.96
Police Records Technician	\$5,196.72	\$5,462.00	\$5,739.50	\$6,032.89	\$6,340.94	\$6,658.00
Police Sergeant	\$8,952.01	\$9,399.59	\$9,869.59	\$10,363.06	\$10,881.21	\$11,425.27
Police Technician	\$4,567.15	\$4,798.20	\$5,043.91	\$5,300.63	\$5,570.80	\$5,849.32