

**AGREEMENT BETWEEN  
ARCATA POLICE ASSOCIATION  
AND  
CITY OF ARCATA**

**July 1, 2008– June 30, 2011**

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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF ARCATA, hereinafter referred to as the City, and ARCATA POLICE ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the City and the Association, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I RECOGNITION**

### **1. RECOGNITION**

The City hereby recognizes the Arcata Police Association bargaining unit (consisting of the classes of Police Sergeant, Police Officer, Park Ranger, Lead Dispatcher, Senior Dispatcher, Police Dispatcher, Evidence Technician, Lead Parking Officer, Parking Officer, , and Administrative Aide-Police, as the exclusive bargaining agent for those employees represented by the Association and agrees to meet and confer and otherwise deal exclusively with the Association on all matters related to the scope of representation pertaining to said employees as authorized by law.(updated 2008-2011)

## **ARTICLE II SOLE AGREEMENT**

### **2. SOLE AGREEMENT**

- a. This Agreement signed by the parties hereto, and approved by the City Council, supersedes all other Agreements between the parties on the items contained herein.
- b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained within this Agreement. However, if during this term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the City Manager for the City and the Association. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## **ARTICLE III CITY RIGHTS**

### **3. CITY RIGHTS**

Except as otherwise specifically provided in this Agreement, the City has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

- a. To determine the nature and extent of service to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the City, including the methods, means, and personnel by which the City operations are to be conducted.
- c. To schedule working hours and assign work.
- d. To establish, modify, or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- f. To determine the location of all facilities.
- g. To determine the layout and the machinery, equipment, or materials to be used.
- h. To determine processes, techniques, methods, and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess, and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures of said assessment.
- l. To control and determine the use and location of City's property, material, machinery, or equipment.
- m. To schedule the operation of and to determine the number and duration of shifts.
- n. To determine safety, health, and property protection measures.
- o. To transfer work from one job to another or from one unit to another.
- p. To introduce new, improved, or different methods of operations or to change existing methods.
- q. To layoff employees from duty for reasons of economy or because the need for a position no longer exists.
- r. To reprimand, suspend, discharge, or otherwise discipline employees.
- s. To establish, modify, determine, or eliminate job classifications.

- t. To promulgate, modify, and enforce work and safety rules and regulations that do not contradict a specific provision of this Agreement.
- u. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- v. To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

## **ARTICLE IV ASSOCIATION RIGHTS**

### **4. PAYROLL DEDUCTIONS**

- a. The City agrees to establish biweekly payroll deduction for members of the Association for the normal and regular monthly membership dues and assessments.
- b. All the above payroll deductions shall be subject to the following conditions:
  - 1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used.
  - 2. Deductions and authorizations shall be separated by the type of deductions (Association membership dues, insurance premiums) and by payee.
  - 3. Such deductions shall be made only upon submission to the Department of Finance of the said authorization form duly completed and executed by the employee and the Association.
  - 4. The Association will be responsible for notifying the Department of Finance of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Association certifying a change in dues.
  - 5. The Association agrees to indemnify, defend, and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues.
  - 6. The City will remit to the Association a check for all of the deductions on a biweekly basis.

### **5. ASSOCIATION MEMBERSHIP**

- a. Any employee who is covered by this Agreement shall, as a condition of continued employment, either become a member of the Association or, in the alternative,

to pay to the Association as an agency fee an amount of money equal to the customary initiation fee and monthly dues and assessments of Association members employed by the City. Such obligation shall not commence until after sixty (60) days of the effective date of this Agreement, or for new employees after sixty (60) days of employment.

b. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting an employee organization shall not be required to join or financially support the Association. Those employees may, in lieu of dues, initiation fees, or agency fees pay equal to such dues, initiation fees or agency fees to one of three non-religious, non-labor, charitable funds, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

c. Three charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code shall be mutually agreed upon through meet and confer between the Employer and the Association, if the need to designate such charitable funds arises.

d. The Association shall indemnify and safe the City harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from compliance with Section 5, "Association Membership." The Association agrees to refund to the City any amounts paid to it in error.

e. The City shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of Association dues or service fees. Check-off authorization for Association dues which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deduction and from whom no deduction was made and the reason therefore, shall be forwarded to the Association no later than fifteen (15) days from the end of the month in which such deductions were made.

f. If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted, and the Association shall assume the responsibility in all cases where no deductions have been made because of an employee's earnings are insufficient during any pay period to pay such dues for service fees.

g. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirement of the law.

h. No employee shall be terminated under this Article unless:

1. The Association first has notified the employee by letter, explaining that he/she is delinquent in not tendering either uniformly required Association dues or an amount equivalent to uniformly required Association dues, and specifying the current amount of such delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30)

calendar days, he/she will be reported to the City for terminated as provided in this Article; and

2. The Association has furnished the City with written proof that the procedure of paragraph 1. above has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must specify further, when requesting the City to terminate the employee, the following written notice: "The Association certifies that \_\_\_\_\_ has failed to tender either uniformly required Association dues or service charge required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

## **6. ASSOCIATION REPRESENTATIVES**

a. The City recognizes that the Association has established three (3) representatives, which consist of career City employees who are represented by the Association, to handle grievances pertaining to this Agreement. A current list of representatives shall be made available to the City Manager, together with any changes thereto. Further, the Association shall provide the Police Department a current list of representatives to be posted.

b. Representatives shall be designated in accordance with areas mutually agreed upon by the Association and the City. Police Sergeants may be designated as representatives.

c. The representatives' duties shall be as follows: To investigate and discuss a grievance with an employee within his area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, the representatives may assist the employee in presenting the grievance at the appropriate step of the procedure.

d. A representative may be, if requested, in attendance at any meeting where disciplinary action is being presented to any represented employee.

e. It is agreed that each representative shall spend no more than three (3) working hours per month in the performance of their duties as outlined in this Article, provided that such representatives gave management reasonable advance notice and received approval contingent upon operational needs.

## **7. ASSOCIATION TIME BANK**

Association members may voluntarily donate accrued vacation, floating holiday, or compensatory time off to an Association Time Bank for use by Association representatives for Association business. Requests and approval to use the time bank shall be on the same basis as compensatory time off (CTO), Section 22.b.

**ARTICLE V  
CONTRACT GRIEVANCE PROCEDURE**

**8. PURPOSE**

- a. This contract grievance procedure shall be used to process and resolve complaints arising under this Agreement.
- b. The purposes of this procedure are:
  - 1. To resolve contract grievances informally at the lowest level possible; and
  - 2. To provide an orderly procedure for reviewing and resolving contract grievances promptly.

**9. DEFINITIONS**

- a. A contract grievance is a good faith dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this Agreement.
- b. The employee retains all rights conferred by Section 3500 et seq., of the Government Code of Personnel Rules and Regulations of the city unless waived by such employee.

**10. CONTRACT GRIEVANCE PROCEDURE**

- a. Information Resolution:

An employee should attempt to resolve any problems through informal discussion with the appropriate supervisor before filing a grievance. If, however, a satisfactory resolution is not achieved, the employee may file a formal grievance.

If the employee perceives the problem to be one of sexual harassment, the employee shall first discuss the problem information with an officer designated for this purpose in the personnel department.

- b. Grievance Steps:

An employee wishing to file a grievance must do so in a manner that seeks resolution at the lowest possible level (updated 2008-2011).

  - 1. (a) The grievant shall submit to the Police Captain a brief statement, in writing, of the complaint.
  - (b) Within five (5) working days thereafter, the Police Captain shall, either alone or together with his/her superiors, reach a decision and communicate it to the employee, in writing.

2. (a) If the grievance is not settled at the first step, the employee and his/her representative may submit the original complaint and the decision of the Police Captain to the department head.  
  
(b) The department head shall notify the employee and his/her representative of his/her decision in writing within five (5) working days after receipt of this grievance.
3. (a) If the grievance is not settled at the second step, the employee and his/her representative may submit the original complaint and the previous decisions to the City Manager.  
  
(b) The City Manager will, within a period of ten (10) calendar days of receipt of the grievance, notify the employee and his/her representative of his/her decision in writing.
4. (a) Should the grievance remain unresolved after the City Manager's response, the Association may appeal the grievance to arbitration within fifteen (15) calendar days of the City Manager's decision. Such appeal shall be in writing and signed by an Association Officer.  
  
(b)(1) An arbitrator may be selected by mutual agreement between the Association and the City.  
  
(2) Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.  
  
(3) It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the Association and the City.  
  
(4) The fees of the arbitrator and the court reporter, if used, will be borne equally by the Association and the City.  
  
(5) The Association President and/or representative shall have the authority to resolve contract grievances for the Association.

## **11. CONDUCT OF CONTRACT GRIEVANCE PROCEDURE**

- a. The time limits specified in these rules may be extended by either party for a period not to exceed fourteen (14) calendar days, unless further extension is agreed to by mutual consent.

b. The employee may request the assistance of another person of his/her own choosing in preparing or presenting a contract grievance at any level of review.

c. The employee and representative may be privileged to use a reasonable amount of work time, with the consent of the City Manager, in preparing and presenting a grievance.

d. Employees shall be treated fairly at all times and shall be assured freedom from reprisal for using the grievance procedures.

e. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

## **ARTICLE VI OTHER APPEALS**

### **12. NON-CONTRACT GRIEVANCES AND DISCIPLINE-RELATED APPEALS**

Grievances arising outside the scope of this Agreement and disciplinary appeals shall be processed pursuant to the City of Arcata Personnel Rules. Notwithstanding and in addition to those rules, the parties agree that a mediation step shall be exercised between the City Manager and Personnel Board step.

a. Mediation Step

Within seven (7) calendar days of the City Manager's decision (including completed Skelly hearing, if applicable), and prior to the commencement of an appeal to the Personnel Board, an employee may request to have the service of a mediator engaged. That person shall be acceptable to the employee and the City. Within thirty (30) days of receipt of such request, such person shall begin to conduct the mediation to facilitate an agreement between the two (2) parties. If no such agreement can be reached within sixty (60) days from the beginning of mediation, the mediator will so inform both parties. Any cost associated with these proceedings shall be borne equally by the City and the Association.

## **ARTICLE VII SALARIES**

### **13. SALARIES**

a. Effective July 1 2005, salary ranges for represented sworn members of the Association shall receive a one-time 9% increase to offset employee payment of the PERS employee contribution and non-sworn members of the Association shall receive a one-time 7% increase to offset employee payment of the PERS employee contribution. Effective July 1, 2005 the 3% shift differential provision will be removed from this agreement and will be replaced by a one-time 3% increase to base salaries.

b. Sworn:

1. Effective the pay period that includes July 1, 2008, represented sworn classifications shall receive a 6% salary increase.

2. Effective the pay period that includes July 1, 2009, represented sworn classifications shall receive a 5.5% salary increase.

3. Effective the pay period that includes July 1, 2010, represented sworn classifications shall receive a 4% salary increase.

Non-Sworn:

1. Effective the pay period that includes July 1, 2008, represented non-sworn classifications shall receive a 1% salary increase.

2. Effective the pay period that includes July 1, 2009, represented non-sworn classifications shall receive a 4% salary increase.

3. Effective the pay period that includes July 1, 2010, represented sworn classifications shall receive a 4% salary increase.

c. Beginning with the full pay period that includes July 1, 2008, base salaries shall be calculated using standard accounting practices of rounding 2 decimal places. Amounts of \$.01-\$.49 shall be rounded down to the whole number and amounts of \$.50-\$.99 shall be rounded up to the whole number. (added 2008-2011)

**14. PAY LEVELS**

a. Application of Pay Levels: Employees occupying a position in the competitive service shall be paid a salary or wage rate established for that position or the class within which the position is included. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. However, the City Manager may, when circumstances warrant it, authorize original appointment above the minimum step, but not higher than the third step, except with concurrence of the City Council.

b. Advancement of Pay Level: No advancement of pay level shall be made above the highest step established in the pay plan for the advanced employee's class or position except in accordance with an approved incentive pay plan. Advancements from step to step within a salary or wage range shall not be automatic, but shall be based upon merit as exemplified by recommendations of supervisors and department heads, performance evaluations, special training undertaken, or other pertinent evidence.

c. Every new employee entering the competitive service at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six (6) months of satisfactory service, and the anniversary date for merit increase consideration shall be adjusted to the effective date of this initial merit increase. A new employee entering the competitive service at a step higher than the first step of a salary range shall be eligible for consideration for advancement to the next step in the salary range upon completion of twelve (12) months of satisfactory service. Upon

receiving permanent status in the competitive service, every employee shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one (1) year and satisfactory standards of performance have been met. At any time, in the event of clearly exceptional performance and upon the written recommendation of the department head, the City Manager may grant an employee an extra merit advancement.(amended 2008-2011)

d. The department head shall recommend to the City Manager that merit advancements be either approved or disapproved. Upon determination by the City Manager, the employee shall be notified of the approval or disapproval of a merit increase. Failure to receive a merit increase as herein provided is not disciplinary action and shall not preclude any employee from thereafter receiving such increase upon improvement in his work and a recommendation by the department head.

e. At the time an employee is promoted from one class to a higher class in the competitive service within the same career pattern, the employee shall receive not less than the equivalent of one step (five percent) advancement in pay level. The employee's anniversary date for merit advancement consideration shall be adjusted to the effective date of the promotion.

**15. PERS**

Employees will be responsible for payment of the employee contribution to the Public Employees Retirement System (PERS)

**ARTICLE VIII  
INSURANCE BENEFITS**

**16. HEALTH AND WELFARE**

a. Represented employees may choose coverage for health insurance under the REMIF (Redwood Empire Municipal Fund) contracted plan or a plan chosen by the Arcata Police Association with the City contributing the amount of premium paid under the REMIF-contracted plan.

b. Represented employees may choose coverage for dental insurance under the REMIF (Redwood Empire Municipal Insurance Fund) plan or a plan chosen by the Arcata Police Association with the CITY contributing the amount of premium paid under REMIF's plan.

c. The CITY will provide REMIF's vision plan for all represented employees.

d. For the duration of this contract the City and employees of the Arcata Police Association will share in the premium costs related to health insurance as follows(amended 2008-2011)

- Effective July 1, 2008 there shall be no additional increase in the represented employees portion of the health premium. Employee contribution remains:
  - Employee Only - \$1.39
  - Employee + One - \$2.91
  - Family - \$4.16
- Effective July 1, 2009, represented employees will pay an additional 10% of any increase over the following monthly total monthly premium rates, for health insurance:
  - Employee Only - \$388.38
  - Employee + One - \$815.61
  - Family - \$1165.19
- Effective July 1, 2010, represented employees will pay an additional 10% of any increase over the previous years total monthly premium rates for health insurance. If in the previous year there was a decrease or no increase in the above listed premium rates, the employee will pay an additional 10% of any increase above the following total monthly premium rates, for health insurance.
  - Employee Only - \$388.38
  - Employee + One - \$815.61
  - Family - \$1165.19

e. Life insurance is provided for full-time City employees under the Redwood Empire Municipal Insurance Fund. The City contributes the premium for fifty thousand dollars (\$50,000) term life insurance per employee.

f. The City will provide supplemental disability insurance coverage for all covered City employees at City expense under the provisions of the currently adopted plan.

g. Retirees Medical, Dental, and Vision Insurance: The following shall apply to those eligible employees actively employed as of June 30, 2008, and who remain continuously employed until retirement from the City: For employees who retire from the City of Arcata with at least ten (10) years of service with the City and who continue medical, dental, and/or vision insurance through a City-sponsored plan, the City will contribute two percent (2%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Part rate towards the insurance premium(s) (for each year of service as an employee with the City rounded to the nearest whole year. For employees with at least twenty (20) years of service with the City who qualify for this benefit and who continue medical, dental, and/or vision insurance through a City-sponsored insurance plan, the City will contribute three percent (3%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Party rate towards the insurance premium(s) for each year of service as an employee with the City, rounded to the nearest whole year. While City contributions will not continue past Medicare eligibility, a retiree may choose, if eligible, to continue the Medicare coverage available, if any, under the City's group plan at the retiree's own cost. (amended 2008-2011)

For employees hired or re-employed on or after July 1, 2008, the following shall apply: For employees who retire from the City of Arcata with at least ten (10) years of service with the City and who continue medical, dental, and/or vision insurance through a City-sponsored plan, the City will contribute two percent (2%) up to the applicable REMIF

Early Retiree Single rate or Early Retiree Two-Party rate towards insurance premium(s) for each year of service as an employee with the City, rounded to the nearest whole year. While City contributions will not continue past Medicare eligibility, a retiree may choose, if eligible, to continue the Medicare coverage available, if any, under the City's group plan at the retiree's own cost. (added 2008-2011)

h. Medical and Dental Premium COBRA Payments for Survivors of Employee: For the survivors of an employee who dies while in the employment of the City of Arcata, and who elect to COBRA medical and dental insurance through City-sponsored insurance plans, the City will contribute two percent (2%) of the insurance premium for each year of service as an employee with the City rounded to the nearest whole year for no more than 36 months.

i. If the REMIF contract allows domestic partners to be covered under health insurance, the City of Arcata will provide such coverage according to the rules defined by REMIF.

## **ARTICLE IX HOURS OF WORK AND OVERTIME**

### **17. WORK PERIOD**

a. For Police Sergeants and Police Officers, the normal work period shall consist of eighty (80) hours worked within fourteen (14) consecutive days beginning at 11:00 p.m. on Saturday and ending at 11:00 p.m. on the second successive Saturday. For employees working 12 hour shifts the work period will begin at 6:00 a.m. on Sunday and end at 6:00 a.m. on the second successive Sunday. The "work period" and "pay period" shall coincide.

In this work period, the normal work schedule shall consist of One or more of the following, as determined by the Chief of Police and the City Manager:

5-8 Plan – Five (5) consecutive days of eight (8) hour shifts followed by two consecutive days off.

4-10 Plan – Four (4) consecutive days of ten (10) hour shifts followed by three consecutive days off.

3-12 Plan – Seven (7) work days in a fourteen (14) day pay period, consisting of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift. One (1) week shall consist of (4) successive work days.

1. Scheduling adjustments to an employee's days off schedule to accommodate his/her attendance at an external training session.

2. Scheduling adjustments to accommodate extended special investigations or court assignments more than one (1) week in length.

3. Police Officers assigned to relief shift shall be scheduled to work eighty (80) hours in a pay period but may or may not work successive days and/or enjoy successive days off.
4. If at any time Department staffing drops below a sufficient level of non-grant funded Police Officers (including trainees), the City shall have the option of immediately discontinuing the 4-10 and/or the 3-12 schedules until such time as staffing rises to a sufficient level of Police Officers.
5. Employees may be scheduled/allowed to work two eight-hour shifts in one day as long as there are eight hours between the shifts.
6. The officers assigned as a Park Ranger; or to the Drug Task Force, to special services duty, School Resource Officer, or to Investigations shall work a flexible schedule within the normal work period of eighty hours within fourteen (14) consecutive days.
  - b. For represented non-sworn members, the normal work period shall consist of forty (40) hours worked within seven (7) consecutive days beginning at 11:00 p.m. on Saturday and ending at 11:00 p.m. the following Saturday. In this work period, the normal schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. Scheduling adjustments may be made to allow represented non-sworn members to work a flexible schedule to meet departmental needs and/or personal wishes within the normal work period.
  - c. Shift change may require an employee to work more than five (5) consecutive days because of changes in scheduled days off.
  - d. No employee shall be directed to take time off from regularly scheduled work in order to avoid being paid overtime.
  - e. Travel time to attend external training sessions (other than Humboldt County) shall be no more than eight (8) hours each way.

## **18. OVERTIME DEFINITION**

Overtime is hours worked (including vacation time, sick leave, compensatory time off, holidays, and administrative leave.) in excess of eighty (80) hours within a pay period of fourteen (14) consecutive days for Police Sergeants, Police Officers, Park Rangers and Officers assigned to specialty positions and forty (40) hours within seven (7) consecutive days for all other job classes represented by the Association, except as provided in 17.c.

- a. In addition, overtime shall be hours worked in excess of the following for Police Sergeants, Police Officers, Park Rangers and Officers assigned to specialty positions:
  1. Eight (8) hours for employees assigned to an eight (8) hour shift.
  2. Ten (10) hours for employees assigned to a ten (10) hour shift.

3. Twelve (12) hours for employees assigned to a twelve (12) hour shift.
- b. In addition, overtime shall be hours worked in excess of eight (8) hours per day for all other personnel, except as described in the normal work period in 17b.

## **19. RATE OF OVERTIME**

Unless otherwise specified in Section 20, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base pay. This will be shown as "T-1/2". The employee shall have the choice of taking overtime in cash or compensatory time off, unless specified differently in the following provisions.

For Police Sergeants, Police Officers, Park Rangers and Officers assigned to specialty positions, for the purpose of overtime calculations, the base rate will include incentive pay, longevity pay, special assignment pay (County Narcotics Task Force) or Canine Officer pay as applicable.

## **20. OVERTIME**

- a. General provisions for pagers:

Officers electing to wear a department-issued pager will do so on a quarterly basis. Officers who carry the city pager will be required to carry the pager when not at home and available by phone. These officers are required to call the police department as soon as practical after receiving a page. The officer does not have to be fit for duty if he/she is not on standby. The officer does not need to carry the pager while on vacation or otherwise out of the area.

- b. General provisions applicable to court time:

1. The term "court time" shall include lunch time if lunch time is contiguous to morning and afternoon court appearance.

2. Off duty, or contiguous (adjacent) duty subpoenas must be "responded to, or complied with" in order to receive T-1/2 pay or other minimum pay premiums. All other subpoenas will be considered as "stand by time" and compensated according to the chart below. Sufficient "response or compliance" is demonstrated by a physical appearance at the Police Department or court.

3. All meetings with the District Attorney's Office shall be considered court time.

- c. Definition of "adjacent to duty hours" shall be any court appearance or required training/meeting scheduled within one (1) hour of the end of the employee's shift.
- d. Overtime for the following special situations will be paid as specified below:

**1. Required Training, Meetings and Court Time**

<b>Outside of, but not adjacent to normal duty hours.</b> An employee assigned to the graveyard shift who is required to return to work one (1) hour or more after said shift ends.	T-1/2, min. 4hrs. @T-1/2
<b>Adjacent to normal duty hours.</b> An employee who is required to stay at work past the time their scheduled shift ends.	T-1/2
<b>Other required training, meetings and court time.</b> On a regularly scheduled day off, or if court appearance scheduled on a regularly scheduled day off is canceled without notice to the officer prior to 5:00 p.m. the preceding day. (Officer is responsible for contacting Police Department as close as possible to 5:00 p.m. of preceding day.)	T-1/2, min 4 hrs @ T-1/2

**2. Other Training or Meetings**

When not assigned (pre-approval by Chief of Police required)	30 minutes CTO for each hour of training or meeting
Optional department meeting. Maximum of two such meetings per fiscal year	Straight Time pay or CTO
K-9 Training	T-1/2. min 2 hrs.

**3. Standby**

<b>Standby for any assignment other than court.</b> Employee is required to (1) provide a telephone number where he/she can be reached immediately, or (2) be available by pager. The employee must be fit for duty and ready to respond directly to the police department or other location as directed.	Straight Time pay or CTO
<b>Employee canceled from standby status</b> if not canceled within 8 hours of their standby time.	3 hrs Straight Time pay or CTO

**4. Standby for Court Time**

Officers electing not to wear a department-issued pager will receive standby time during off duty hours for a possible court appearance, when required by the prosecuting attorney or other legal process.	Straight Time pay or CTO for standby
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Officers electing not to wear a department-issued pager who get called into court during their off duty hours.	T-1/2 for actual time spent to, from and in court that doesn't overlap the shift
Officers electing to wear a department-issued pager will do so on a quarterly basis (same as shift assignment).	No standby pay

**5. Other Court Time**

An Officer appearing in court on a regular workday where such employee is not assigned to work day shift, unless the Officer was notified that court was canceled at least three hours prior to the scheduled appearance	T-1/2, min 4 hrs @ T-1/2
<i>Exceptions:</i>	
A. Officer assigned to swing shift who is subpoenaed for afternoon court.	T-1/2 for one and one half hours.
B. Court appearance for employees assigned to graveyard shift and when court is not cancelled by 5:00 p.m. on the day prior to the court appearance for such employees.	T-1/2, min 4 hrs @ T-1/2

**6. Call Back**

Callback and called into work on scheduled time off	T-1/2, min 4 hours @ T-1/2
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**7. Double Back**

Double back shift worked which does not include shift swap or stress time shifts.	1 hour ST CTO or pay (at employee's option) for each shift worked.
<u>Third consecutive double back shift.</u> This bonus pay shall not apply if the employee participated in the scheduling of the shift through "shift swap" or "stress days".	T-1/2 for each hour worked, The premium portion (one-half time) may be cash or CTO at the employee's option.

**8. Other**

Meetings with Civil Attorneys	T-1/2
Instructors who provide in-house training	T-1/2
Special Events	T-1/2, min. 4 hours if not "adjacent to"

## **21. SHIFT TRADING**

Employees may trade shifts if:

- a. The trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer;
- b. The reason for trading time is due, not to the employer's business operations, but to the employee's desire or need to attend to a personal matter;
- c. The shift supervisor approves; and/or
- d. The period during which time is traded and paid back does not exceed twelve (12) months.

## **22. ACCUMULATION OF COMPENSATORY TIME OFF (CTO)**

- a. All non-sworn employees represented by the Association will be allowed to accumulate up to two hundred forty (240) hours of compensatory time off. All sworn employees represented by the APA will be allowed to accumulate three hundred (300) hours of compensatory time off. Any employee who exceeds the CTO cap will automatically receive payment of any overage on the next regular payday. Employees who are at or above the cap at the time this agreement is adopted will be allowed to maintain all accumulated compensatory time, but will not accrue additional time until such time as they fall below the cap.
- b. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City as determined by the Chief of Police or his/her designee. Compensatory time off shall be taken in quarter-hour increments.
- c. Upon separation of employment with the City, the employee shall be paid for the unused time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of employee's employment; or (2) the final regular rate received by such employee, whichever is higher.
- d. Once each fiscal year, each employee may cash out up to forty (40) hours of compensatory time off on the next regular payday provided the request is made at least one (1) week prior to such payday. The employee may request separate tax deductions to be calculated.

Employees who have worked in the City of Arcata Police Department for more than five (5) years may cash out an additional forty (40) hours of compensatory time off once each fiscal year. The request for such cash out has to be made at least one week prior to the payday on which cash out is to take place. The employee may request separate tax deductions to be calculated.

Members of the Sexual Assault Response Team may cash out an additional forty (40) hours of compensatory time off once each fiscal year. The request for such cash out has to be made at least one week prior to the payday on which the cash out is to take place. The employee may request separate tax deductions to be calculated.

## **ARTICLE X OTHER PAY**

### **23. SPECIAL ASSIGNMENT PAY**

#### **a. County Narcotics Task Force**

Employees assigned to the Humboldt County Drug Task Force will receive a five percent (5%) increase in base pay for the time worked in such assignment.

#### **b Investigation(s)**

The employee(s) assigned to Investigations will receive a five percent (5%) increase in base pay while assigned to the Investigations unit. The Investigator(s) will only receive this base pay increase provided he/she:

1. is available by pager when not on vacation or out of the area, and
2. calls the police department as soon as practical after receiving the page.

### **24. INCENTIVE PAY PROGRAM**

a. Police Sergeants, Police Officers, Park Rangers and, Officers assigned to specialty positions, shall receive additional compensation of six percent (6%) of base salary upon determination of eligibility by the department for a POST Intermediate Certificate and another six percent (6%) of base salary upon determination of eligibility by the department for a POST Advanced Certificate.

b. Sworn represented employees shall receive an additional one hundred fifty dollars (\$150) per month for a POST Supervisory Certificate, upon determination of eligibility by the department.

c. Upon the determination of the Chief of Police and the City Manager, that a represented APA employee is bi-lingual such employee shall receive additional compensation of 2.5% of base salary.

d. Lead Dispatcher and Police Dispatcher classifications shall receive an additional fifty dollars (\$50) per month upon determination of eligibility by the department for a POST Dispatcher Intermediate Certificate, and an additional fifty dollars (\$50) per month upon determination of eligibility by the department for a POST Dispatcher Advanced Certificate.

### **25. LONGEVITY PAY**

Represented APA employees shall receive an additional five percent (5%) of base salary after five (5) years of continuous employment with the City of Arcata Police Department.

Furthermore, represented APA employees shall receive an additional two and one-half percent (2.5%) of base salary after ten (10) years of continuous employment with the City of Arcata Police Department.

## **27. TRAINING/ACTING WATCH COMMANDER BONUS PAY**

- a. Represented sworn members and/or dispatchers training other employees shall receive thirty (30) minutes of straight time pay for each four (4) hours of such training.
- b. Police Officers assigned to work, as an acting shift supervisor during the absence of a Police Sergeant shall receive thirty (30) minutes of straight time pay for each four (4) hours worked as a shift supervisor.
- c. An employee must work at least four (4) hours as a trainer or as an acting shift supervisor to be eligible to receive bonus pay. Bonus pay is paid in increments of 4 hours.

## **28. SHIFT CHANGE**

When employees, because of a regular shift change, are scheduled to work back to back shifts, such employees shall be required to work twelve (12) hours and shall receive sixteen (16) hours pay.

## **29. SHIFT ASSIGNMENT PAY**

Except for employees assigned to relief shift, employees shall be given at least five (5) workdays notice prior to a change in their assigned hours of work. The notice requirement shall not apply to emergency assignments and it shall not apply to changes as a result of absences by other employees. If an employee's shift or day off is changed without the above notification, he/she shall receive overtime compensation for all hours worked on the first day of the new shift.

## **30. CANINE OFFICER PAY**

Employees assigned to the duties of Canine Officer shall receive an additional compensation of five percent (5%) to their base salary after dog and Canine Officer have been trained so that they can work on the street. Canine Officer Pay will cover incidental activities in lieu of anticipated overtime compensation. The incidental activities include, but are not limited to, non-scheduled training, feeding, boarding, travel, and veterinary visits. In addition, the city agrees to provide a kennel, dog food, and necessary equipment. City will also pay veterinary bills necessary for the health and well being of the canine.

## **31. OTHER PAY**

Members of the Sexual Assault Response Team (SART) who agree to be placed on stand-by shall be furnished with a pager. Members shall be compensated by receiving seven (7) hours of compensatory time off in each one-week of stand-by (seven days); these hours may be requested to be paid (straight time) in lieu of compensatory time by the employee. Members

called back shall be compensated according to Article IX, Section 20, of this Memorandum of Understanding.

An employee required to be on stand-by must be ready to report to work, fit for duty, within one hour of notification. If not fit for duty, or if not reporting within one hour, the employee's stand-by allowance shall be forfeited.

## **ARTICLE XI PAID LEAVE**

### **32. DAYLIGHT SAVINGS ADJUSTMENT**

Those Police Sergeants, Police Officers, Police Service Officers assigned to dispatch, and Dispatchers who, because of the change in time due to a Daylight Savings Time change, lose one (1) hour of an assigned shift, will be paid for the number of hours in their regular shift.

### **33. PAID HOLIDAYS**

- a. The following paid holidays are authorized:
  - New Year's Day
  - Third Monday in February (Presidents' Day)
  - Martin Luther King Day
  - Last Monday in May (Memorial Day)
  - Fourth of July
  - Veteran's Day
  - Labor Day
  - Thanksgiving Day
  - Friday following Thanksgiving
  - Christmas Eve
  - Christmas DayThirty- two (32) hours of floating holidays per fiscal year.
  
- b. The floating holidays may be taken as time off only with advance approval of the department head and scheduled with due regard for the wishes of the employee and convenience of the City. A new employee hired after January 1 in any fiscal year shall be entitled to not more than one-half of the applicable floating holiday entitlement for the balance of the fiscal year. Floating holidays may not be accumulated from one fiscal year to the next. Unused floating holidays are deemed to be lost at the end of each fiscal year or upon termination of the employee and are not subject to compensation.
  
- c. Holiday Pay:
  1. Employees shall receive the following hours of Holiday Pay for the ten (10) specified holidays.
    - a. Eight (8) hours of holiday pay for employees on their regular day off, or when the holiday is taken by the employee as a day off.

- b. Eight (8) hours of holiday pay for an employee working an assigned eight (8) hour shift.
  - c. Ten (10) hours of holiday pay for an employee working an assigned ten (10) hour shift.
  - d. Twelve (12) hours of holiday pay for an employee working an assigned twelve (12) hour shift.
2. For non-shift employees, if an authorized holiday falls on a Saturday, the preceding Friday shall be granted off. If an authorized holiday falls on a Sunday, the following Monday shall be granted off.
3. Employees who work on a specified holiday will receive overtime at time and one-half (1-1/2) for the shift so worked, in addition to regular holiday pay, resulting in double time and one-half (2-1/2) for the shift worked. Employees assigned to work beyond their regular shift on a specified holiday (excluding shift exchange, shift swap or stress leave) will receive triple time for those additional hours worked beyond the number of hours of their regular shift.
4. Any employee working on a holiday which is the employee's regular day off shall be paid time and one-half for the holiday and time and one-half for the day worked.
- d. Employees who wish to use all ten (10) holidays as compensatory time off only can sign a promissory note to that effect at which time nine (9) hours compensatory time off will be credited to that employee.
- e. Floating holidays must be taken in increments of not less than quarter hours.

#### **34. VACATION LEAVE**

- a. The vacation accrual rate shall be as follows:
  - 8 hours per month for 1-3 years of service
  - 10 hours per month for 4-6 years of service
  - 10.66 hours per month for 7-9 years of service
  - 12 hours per month for 10-12 years of service
  - 13.33 hours per month for 13-15 years of service
  - 16 hours per month for 16-19 years of service
  - 18 hours per month for 20-23 years of service
  - 20 hours per month for 24+ years of service
- b. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credit for two (2) years.
- c. No employee who has left the employ of the City can return and be credited with prior employment toward extra vacation benefits.

d. Each employee shall be considered to work no more than five (5) days each week. Each employee who works less than full-time, but not less than half-time, shall be credited vacation on a pro-rata basis.

e. All employees shall have worked in City employment for six (6) months before being entitled to any vacation days. Any employee who resigns, is discharged, or leaves City service for any reason prior to the completion of one (1) year of employment shall be deemed not to have accrued any vacation rights other than vacation leave already taken between the time of entitlement and notice of termination or intent to terminate. Employees who terminate employment after one (1) full year of service shall be entitled to receive vacation leave or a lump sum for all accrued vacation leave earned prior to the effective date of termination.

f. Vacation should be taken as soon as possible after entitlement. The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the needs of the service. Vacations shall be taken in minimum increments of two (2) hours.

g. Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue while on vacation or sick leave, but not while on short-term disability leave.

h. Accrued vacation leave is compensable to employees in a lump sum upon termination of employment.

i. Employees who have been employed by the City of Arcata and assigned to the Police Department for longer than ten years may cash out forty (40) hours of vacation time off once each fiscal year. The request for such a cash out must be made at least one week prior to the payday on which the cash out is to take place. The employee may request separate tax deductions to be calculated.

### **35. JURY DUTY**

An employee required to serve on jury duty must notify his/her supervisor immediately once s/he receives notice to report for jury duty. A "work slip" from the court, showing dates the employee reported for or served on jury duty, and a copy of payments made to the employee must be submitted with the time sheet. The City will pay the difference between the employee's regular salary and fees paid for jury duty for a period not to exceed ten (10) work days each year. The employee is entitled to the mileage reimbursement, if any, for jury duty.

Jury Duty is hereby defined as response to a jury summons, appearance during the jury selection process and/or time spent serving as a juror.

### **36. FAMILY ILLNESS/BEREAVEMENT LEAVE**

An employee in the classified service may be granted up to forty-eight (48) hours per year family illness leave with pay and up to forty hours (40) per year bereavement leave. Family illness leave is applicable when the employee's presence is necessary to provide or arrange proper care for an ill member of the employee's immediate family and will be charged against the employee's accumulated sick leave. Bereavement leave is applicable when death occurs in the

employee's immediate family and will not be charged against the employee's accumulated sick leave. Immediate family shall include spouse, domestic partner, parents, children, and other close relatives (as approved by the department head). Misuse of Family Illness/Bereavement leave privileges is grounds for disciplinary action.

### **37. SICK LEAVE**

a. Sick leave will be earned at the rate of eight (8) hours per month of service. There shall be an unlimited accumulation of sick leave credits. There shall be one-half (1/2) pay for up to nine hundred sixty (960) hours accumulated sick leave when an employee resigns after fifteen or more years of service under favorable circumstances and not as a result of adverse action.

Upon PERS service or disability retirement, an employee shall have the choice of 1)receiving, from the City, cash payout of 50% of his/her entire final sick leave balance at his/her current base salary rate and having the remaining 50% credited as service credit under the PERS optional provision 20965; or 2)having his/her entire final sick leave balance credited as service credit under the PERS optional provision 20965 and not receiving any City cash payout. (amended 2008-2011)

b. Employees using no sick leave in a calendar year shall be allowed to convert twenty-four (24) sick leave hours into vacation days, employees using one sick leave day in a calendar year shall be allowed to convert sixteen (16) sick leave hours into vacation days, employees using two (2) sick leave days in a calendar year shall be allowed to convert eight (8) sick leave hours into vacation, provided that such employees have a minimum one-hundred seventy six (176) hours of sick leave time accrued at the point of conversion.

c. For the purpose of computing sick leave, each employee shall be considered to work not more than five 40 hours each week, and the minimum sick leave chargeable shall be one working hour.

d. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor as far as two hours in advance of the time set for beginning his/her daily duties unless the reason for sick leave use occurs less than two hours prior to the employee's time to report to duty in which case the employee shall provide notification as soon as possibly practical. In the event of extended illness, a physician's certificate must be submitted on the fourth calendar day of continuous sickness or the next business day.

e. An advance of sick leave of up to forty-eight (48) hours may be granted by the City Manager upon request in writing by the employee when an employee used up all other time-off benefits because of illness. Such advance must be earned back by the employee following the illness. The dollar value of any advance remaining upon termination of an employee shall be repaid to the City.

f. If an employee has not recovered by the time his/her accumulated sick leave is exhausted, a leave of absence without pay may be granted or, if the thirty (30) day waiting period has been fulfilled, he/she will receive short-term disability benefits.

g. The City Manager shall revoke pay and sick leave time if the employee has engaged in private or public work while upon such leave. Misuse of sick leave privileges is grounds for disciplinary action.

h. Sick leave must be taken in increments of not less than one (1) hour.

i. Use of sick leave during vacation shall be allowed if the employee notifies the Chief of Police within two days of the day of illness and submits at that time a physician's certificate substantiating the illness and stating the anticipated duration of the illness. The City Manager has the right to ask for additional certificates.

## **ARTICLE XII SPECIAL ALLOWANCES**

### **38. EDUCATION AND TRAINING REIMBURSEMENT**

In addition to training opportunities provided by the City at City expense, the City will reimburse employees 50% of the cost of the tuition and required books for courses that have been pre- approved by the Chief of Police and the City Manager. The employee must request reimbursement prior to the conclusion of the course. Reimbursement requests will be signed off by the Chief of Police and the City Manager. Payment will be awarded after the employee has received a passing grade for the course.

### **39. UNIFORM AND SAFETY EQUIPMENT ALLOWANCE**

a. The City provides uniforms for each Evidence Technician, Lead Parking Officer, , Police Administrative Aide, and Parking Officer, and uniforms and safety equipment for each Police Sergeant, Police Officer, Park Ranger and Officer assigned to a specialty position, and provides for cleaning and maintenance of uniforms and safety equipment.(amended 2008-2011)

b. The monetary value associated with the purchase, maintenance and cleaning of uniforms for represented members *required* to wear uniforms shall be reported to PERS annually, in June of each year, and upon termination of employment. .(amended 2008-2011)

c. Each fiscal year of odd-numbered years (i.e. every two [2] years), person(s) assigned to work in evidence, and Parking Officer positions will receive a two hundred dollar (\$200) boot reimbursement, including repairs and resoling of the boots, payable when receipt for boots is submitted to Personnel. .(amended 2008-2011)

d. City shall provide a one-time clothing allowance of four hundred dollars (\$400), and a yearly clothing allowance of \$350 for the Police Department employee(s) assigned to Investigations. City shall also provide dry cleaning for coats, slacks or suits worn at work by the employee(s) assigned to Investigations and any other sworn employee temporarily assigned as an Investigator for five consecutive working days or more.

e. Each Police Sergeant, Police Officer, Park Ranger and Officer assigned to a specialty position will receive a two hundred and fifty dollar (\$250) equipment reimbursement each fiscal year, payable when receipt for Police related equipment is submitted to Personnel.

**ARTICLE XIII  
LAYOFF**

**40. DEFINITIONS**

Layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work, lack of funds, abolishment of the position, or for other reasons not reflecting discredit on an employee.

**41. PROCEDURE**

a. Layoff shall be by departmental seniority. In the event that there is more than one classification in a series, the employee who holds the higher classification may bump downwards in the event of layoff.

b. Within each department in which a layoff occurs, employees shall be laid off in the following order: first, temporary employees; second, all provisional employees; third, all probationary employees in order of their departmental seniority; and fourth, permanent employees in order of their departmental or classification seniority and in accord with the provisions of paragraph a. above.

c. If two (2) or more employees have an equal amount of departmental seniority, the senior employee shall be determined on the basis of job performance. The City Manager/Personnel Officer shall review the job evaluations of those employees involved and make a decision on who should be laid off.

**42. NOTICE OF LAYOFF**

In the event of a layoff, the City shall give each employee affected thirty (30) days notice prior to their being laid off.

**43. FRINGE BENEFITS**

a. Employees laid off shall be paid vacation and holiday pay accrued to the date of layoff. Employees may receive pay for up to one-half (1/2) of all accumulated sick leave upon layoff, provided they have been employed with the City for at least ten (10) years. Such request must be received by the City within six (6) months of the date of layoff.

b. Employees being laid off shall be entitled to insurance benefits for a maximum period of six (6) months, provided that said employees are continuously unemployed during the six (6) month period. The insurance benefit shall include medical and dental, for the employee and his/her dependents and life insurance for the employee. If an employee who has been laid off becomes gainfully employed at any time during this six (6) month period, all insurance benefits will cease.

#### **44. RECALL**

- a. The names of regular and probationary employees laid off shall be placed on reemployment lists for those classes for which an employee is qualified requiring basically similar qualifications, duties, and responsibilities of the class from which layoff was made. Persons whose names are placed on reemployment lists in accordance with this section, and who are reemployed within the prescribed period, shall be regarded as having been on leave of absence without pay and benefits during this period of absence.
- b. The placement on the reemployment lists shall be by seniority.
- c. Those employees laid off shall remain on the reemployment list for a three (3) year period.(amended 2008-2011)
- d. A previously laid-off employee who is re-employed by the City within the prescribed period will have any previous accumulated unpaid sick leave restored.
- e. If the layoff exceeds twelve (12) months, then the City may require such pre-employment physical examinations as it deems necessary prior to reemployment of any laid off employee.
- f.
  1. A previously laid-off employee who is re-employed by the City within a three (3) year period shall be placed at the salary step closest to that previously held and the anniversary date shall be established as the date of reinstatement.(added 2008-2011)
  2. In computing time for benefit entitlement (i.e., vacation accrual, longevity pay, City deferred compensation contribution, etc.), employee shall be reinstated to the accrual levels in place at the time of the layoff. Other than as prescribed herein, employee shall not have any benefit bank *balances* reinstated, only accrual levels.(added 2008-2011)
  3. An employee shall not receive credit for time spent on layoff in determining salary placement and/or in computing time for any benefit entitlement.(2008-2011)

### **ARTICLE XIV RETIREMENT SYSTEM**

#### **45. RETIREMENT SYSTEM**

- a. General Employees:
  1. Effective with the 2008-2011 contract, employees shall receive 2.7% @55 retirement plan under PERS Plan for Miscellaneous employees. Employees agree to pay the additional 1% PERS employee contribution (for a total of 8%) and City continues to pay employer contributions. (amended 2008-2011)

Upon implementation of the 2.7% @55 PERS retirement formula, the City agrees to a one-time payment equivalent to an additional one percent (1%) of base salary. This payment shall be made on the pay period immediately following the first pay period in which the new formula is implemented. (added 2008-2011)

2. The City shall contract with PERS to provide the following Optional Provisions:

- Provision 20965 “Credit for Unused Sick Leave”
- Provision 21024 “Military Service Credit”
- Provision 20042 “One Year Final Compensation”
- Provision 20515 “Full Formula Plus Social Security”
- Provision 21548 “Pre-Retirement Optional Settlement 2 Death Benefit”

b. Sworn Law Enforcement Employees:

1. Three percent (3%) at age fifty (50) retirement plan under PERS. City pays the employer contributions. (amended 2008-2011)

2. The City shall contract with PERS to provide the following Optional Provisions:

- Provision 20965 “Credit for Unused Sick Leave”
- Provision 20997 “Military Service Credit”
- Provision 21548 “Pre-Retirement Optional Settlement 2 Death Benefit”

3. Effective the third year of the 2008-2011 Agreement, the City shall contract with PERS to provide the One-Year Final Compensation (Section 20042) retirement option.(added 2008-2011)

c. All Police Association Employees:

Represented APA employees will be responsible for payment of the employee share of the PERS contribution.

## **ARTICLE XV MISCELLANEOUS PROVISION**

### **46. WORKERS' COMPENSATION**

a. All employees are covered by workers' compensation insurance in accordance with State law.

b. In the event of lost time due to job-related injury or illness, the City shall supplement temporary disability benefits so that the employee's normal salary level is continued for a period not to exceed thirty (30) workdays. Sworn police personnel shall

receive compensation commensurate with normal salary level up to one (1) year pursuant to Labor Code, Section 4850.

#### **47. UNEMPLOYMENT INSURANCE**

All employees are covered by unemployment insurance administered by the State Employment Development Department in accordance with State and Federal law.

#### **48. STRESS LEAVE POLICY**

a. Recognizing the difficulty that Police Sergeants, Police Officers, Park Rangers, Officers assigned to specialty positions, and Dispatchers have in arranging to take earned time off, the Chief of Police will implement the following internal administrative policies applicable to those positions:

1. Up to forty-eight (48) hours earned time off for Police Sergeants, Police Officers, Park Rangers, Officers assigned to specialty positions, and Dispatcher may be taken as "stress leave" at the employee's discretion, with shift coverage provided by other employees at time and one-half pay.

2. In the event the employee has depleted his/her stress leave as provided in section 48.a.1, an additional twenty-four (24) hours for Police Sergeants, Police Officers, Park Rangers, Officers assigned to specialty positions, and Dispatchers may be taken as stress time off at the rate of one and one-half (1-1/2) hours of compensatory time off to be deducted from the employee's CTO balance for every hour taken off.

3. For dispatchers, stress time off may also be covered by part-time dispatch help upon approval of the Chief of Police. Granting of the "stress leave" off would be subject to the ability of the employee to locate another employee available to fill in, such employee being of the same classification. Out of classification substitutions must have the prior approval of the Chief of Police or his designee.

b. Stress leave must be taken in increments of not less than two (2) hours.

c. The following will happen when an on-duty Police Sergeant, Police Officer, Park Ranger or Officer assigned to a specialty position has arranged shift coverage using stress time but is prevented from leaving during the shift due to an in-progress call and/or major investigation:

1. The officer scheduling stress time off (Officer A) will continue to work on the unforeseen detail and be compensated at the regular hourly rate, which time will not be counted as stress time.

2. The officer (Officer B) who had come in to cover for Officer A will be put into service for the amount of time previously arranged by Officer A.

**49. EQUIPMENT PURCHASE**

The City will allow Police Sergeants, Police Officers, Park Rangers and Officers assigned to specialty positions, and employees who are Arcata Police Reserve Officers, to purchase one (1) weapon per person per year and/or other police related equipment as approved by the Chief of Police, once each year to be paid through payroll deductions within one (1) year of purchase.

The City will allow all non-sworn full-time police employees to purchase police related equipment with the approval of the Chief of Police and the Finance Director, once each year to be paid through payroll deductions within one (1) year of purchase.

No purchase may be made under this Section until any previous purchase has been paid in full.

**50. ADDITIONAL SUPPLEMENTAL COMPENSATION**

a. Water and sewer service charge base rates will not be charged to full-time regular employees whose residences are connected to the City of Arcata water and sewer systems. Consumption charges would remain in effect and hookup charges would be applicable in the case of new construction.

b. Full-time regular employees and their immediate families shall be entitled to free transportation on the Arcata and Mad River Transit System upon presentation of proper identification as determined by the Public Transportation Manager with approval of the City Manager.

**51. DEFERRED COMPENSATION PLAN**

Employees are entitled to participate in Section 457 deferred compensation plans offered by the City. The primary purpose of these plans are to provide retirement income and other deferred benefits to the employee of the City in accordance with the provisions of Section 457 of the Internal Revenue Service Code of 1954, as amended.

Effective June 23, 2002, the City will contribute an amount per month as shown below for employees:

1 – 9	years	=	\$30/month
10 – 14	years	=	\$40/month
15+	years	=	\$60/month

Effective November 20, 2003 the City will contribute an amount per month as shown below for employees who are contributing at least an equal amount.

1-9	years	=	\$45/month
10-14	years	=	\$55/month
15+	years	=	\$75/month

Employees will be notified of eligibility for City contribution at least 20 calendar days prior to the date of eligibility. Enrollment or Change Forms that are received from the employee after the eligibility date are not entitled to retroactive contribution, and will become effective in the pay period when they are received.

**52. QUIT SMOKING**

Employee, who is a smoker, can sign up for the "quit smoking plan." Employee must agree to enroll in and successfully complete a Smoking Cessation Program of his/her choice. If employee does not smoke for twelve consecutive months from the time of sign-up and certifies that he/she has not smoked for one (1) year at the end of the twelve (12) months, employee will receive two hundred dollars (\$200). For the purposes of this Articles, a smoker is defined as an eligible employee who attests he/she has smoked at least 100 tobacco products (i.e., cigarettes, cigars) in his/her lifetime, and, on average, currently smokes at least 15 days out of a month. This is a one-time benefit.(updated 2008-2011)

**53. DEPENDENT CARE ASSISTANCE**

Dependent care assistance program will be offered to employees and administered by AFLAC in accordance with Internal Revenue Code Section 125.

**54. ADOPTION**

City provides five hundred dollars (\$500) cash benefit to employees adopting minor children.

**ARTICLE XVI  
CLOSING PROVISIONS**

**55. NON-DISCRIMINATION**

The City and the Association agree not to discriminate against any employee for race, religious creed, sex, age, ancestry, national origin, handicap, medical condition, marital status, sexual preference, or Association activity.

**56. SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**57. STRIKE AND LOCKOUTS**

For the duration of this Agreement, the Association and its members agree that it shall not call, sanction, or engage in any strike, slowdown, suspension, or stoppage of work activity,

or any other activity detrimental to the City, and the City agrees that it shall not cause or engage in any lockout.

**58. TERM**

a. This Agreement shall become effective on July 1, 2008 and shall remain in full force and effect until 11:59 p.m. on June 30, 2011.

b. If the parties fail to negotiate a new Agreement by the expiration date of the Agreement, the Agreement shall remain in effect unless the parties mutually agree in writing to terminate the Agreement.

**59. REOPENING OF AGREEMENT**

Conditions upon which this agreement may be reopened:

A. Health Insurance – The City reserves the right to reopen negotiations on the issue of health care upon notification of a change in health insurance coverage or premium during the course of this agreement.

**60. SIGNATURES**

Dated: \_\_\_\_\_

**For the CITY:**

**For the ASSOCIATION:**

\_\_\_\_\_  
Mark E. Wheatley, Mayor

\_\_\_\_\_  
Robert Martinez, Chief Negotiator/  
APA President

\_\_\_\_\_  
Michael Hackett, Co-Chief Negotiator/  
City Manager

\_\_\_\_\_  
Jennifer Taylor, APA Representative

\_\_\_\_\_  
Danette Demello, Co-Chief Negotiator/  
Personnel Director

\_\_\_\_\_  
Jeff Schwartz, APA Representative

\_\_\_\_\_  
Tom Chapman, City Representative\  
Police Captain

\_\_\_\_\_  
Cynthia Coronado-Brown, Recorder/  
City Manager's Office Admin. Assistant