

**Memorandum of Understanding
Between the City of Pittsburg and the Pittsburg Police Officers' Association
July 1, 2007 through June 30, 2010**

Preamble	1
1. Recognition	1
1.1 Association Recognition	1
1.2 City Recognition	1
2. Term	1
3. Association Security	2
3.1 Association Membership	2
3.2 Dues Deduction	2
3.3 Hold Harmless	2
3.4 Bulletin Boards and Meeting Rooms	2
3.5 Release Time	3
4. City Rights	3
5. Salaries	3
5.1 Salary Schedule	3
5.2 Salary Upon Promotion to Police Sergeant	3
6. Benefits	3
6.1 Medical Insurance	3
6.2 Retiree Medical Insurance	4
6.3 Dental Insurance	8
6.4 Medical and/or Dental Alternative	8
6.5 Life Insurance	8
6.6 Long-Term Disability Insurance	9
6.7 State Disability Insurance	9
6.8 Deferred Compensation	9
6.9 Retirement	9
6.10 Education Reimbursement	10
6.11 Employee Assistance Program	10
6.12 Workers' Compensation	10
7. Incentives and Differentials	10
7.1 Uniform Allowance	10
7.2 Call-Out/Court Pay	11
7.3 Working Out of Classification	11
7.4 Motor Duty Pay	11
7.5 Shift Differential	11
7.6 Canine Pay	11

7.7	Education Incentive	12
7.8	Service Award	12
7.9	Compounding of Incentives	13
8.	Vacation	13
8.1	Vacation Accrual	13
8.2	Vacation Fronting	13
8.3	Maximum Vacation Accrual	14
8.4	Use of Vacation	14
8.5	Minimum Use	14
8.6	Vacation Buyback	14
8.7	Vacation Accrual for Transitioned Employees	15
9.	Sick Leave	16
9.1	Sick Leave Accrual	16
9.2	Personal Necessity Leave	16
9.3	Sick Leave Incentive	16
10.	Holidays	16
10.1	Full-Time Employee Holidays	16
10.2	Part Time Employee Holidays	17
10.3	Primary Holiday-in-Lieu Pay	17
10.4	Alternate Holiday-in-Lieu Pay	17
11.	Catastrophic Leave	18
11.1	Purpose of Catastrophic Leave	18
11.2	Catastrophic Leave Definitions	18
11.3	Catastrophic Leave Eligibility	18
	11.3.1 Donors	18
	11.3.2 Recipients	18
11.4	Catastrophic Leave Procedures	19
12.	Bereavement Leave	19
13.	Probationary Period	20
13.1	Objective of the Probationary Period	20
13.2	Probationary Period	20
13.3	Promotional Probationary Period	20
14.	Layoff	21
14.1	Layoff Policy	21
14.2	Notification	21
14.3	Employment Status	21
14.4	Vacancy and Demotion	21
14.5	Reinstatement List	21
14.6	Reinstatement	22

15.	Disciplinary Action	22
15.1	Disciplinary Action.....	22
15.2	Disciplinary Action Appeal Procedures for Written Reprimands.....	23
15.3	Disciplinary Action Appeal Procedures for Non-Written Reprimands.....	23
	15.3.1 Notice of Proposed Disciplinary Action.....	23
	15.3.2 Notice of Discipline.....	24
	15.3.3 City Manager Appeal.....	24
	15.3.4 Arbitrator.....	25
16.	Grievances	26
16.1	Grievance Definition.....	26
16.2	Grievance Procedures.....	26
16.3	General Conditions of Grievances.....	27
17.	Overtime	28
17.1	Standard Workweek and Workday.....	28
17.2	Payment.....	28
17.3	Minimum Reportable Periods.....	28
17.4	Compensatory Time.....	28
18.	Severability	29
19.	Full Understanding	29
20.	Past Practices	29
	Appendix A	31

**Memorandum of Understanding
Between the City of Pittsburg and the Pittsburg Police Officers' Association**

Representatives of the Pittsburg Police Officers' Association and the City of Pittsburg have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City of Pittsburg ("City"), its employees, and the Pittsburg Police Officers' Association ("POA") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City Municipal Code, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Personnel Rules and Regulations or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Pittsburg as the joint recommendation of the undersigned parties for the term set forth hereinafter.

1. Recognition

1.1 Association Recognition

The Pittsburg Police Officers' Association, hereinafter referred to as "POA" is the exclusively recognized employee organization for the following positions:

- Police Officer
- Police Sergeant

1.2 City Recognition

The City Manager, as the Employer Relations Officer, or any management representative duly authorized by the City Manager, is the representative of the City of Pittsburg, hereinafter referred to as the "City."

2. Term

This Memorandum of Understanding shall be in effect July 1, 2007, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2010 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2010 or February 15 of any subsequent year either party has hand-delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually

agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

3. Association Security

3.1 Association Membership

Consistent with California Government Code Section 3500 et. Seq. and the provisions of the City's Employer-Employee Organization Relations Ordinance, employees shall have the right to form, join and participate in the activities of a recognized employee organization, free from interference and discrimination, for the purpose of representation on all matters of employer-employee relations.

Employees covered by this Memorandum of Understanding may, at their own choosing, be members of the POA. Employees covered by this Memorandum of Understanding shall not, as a condition of employment, be required to be members of the POA.

3.2 Dues Deduction

The City shall, in all appropriate cases, implement a voluntary deduction from pay for all employees within the bargaining unit for POA dues.

If after an employee's involuntary and insurance premium deductions are made in any pay period, including medical insurance, dental insurance, Social Security, Medicare, tax withholding, garnishment, judgment or governmental level, and the balance is not sufficient to pay the deduction of POA dues, then no such deduction shall be made for that current pay period.

3.3 Hold Harmless

POA shall indemnify, defend, and save the City of Pittsburg, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City regarding Agency Membership and/or Dues Deduction. The POA shall promptly reimburse the City for legal fees and costs incurred by the City in responding to or defending against such claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and all costs and preparation time, to and including the reserved right of the City to select counsel of its own choice.

3.4 Bulletin Boards and Meeting Rooms

POA shall be permitted to post notices of official POA business on designated bulletin board(s). The POA shall be permitted to use City meeting rooms in conformance with Pittsburg Municipal Code Section 2.53.130.

3.5 Release Time

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of POA to conduct, with the City Manager's or his/her designee's approval, POA business and to engage in meet and confer sessions with official representatives of the City.

4. City Rights

The rights of the City, include but are not limited to, a) the exclusive right to determine the mission of its constituent departments, commissions, and boards; b) to set standards of service; c) determine the procedures and standards of selection for employment; d) to direct, discipline and discharge its employees in accordance with law and existing ordinances, rules and regulations; e) to relieve its employees from duty because of lack of work or for other lawful reasons; f) to determine the content of job classifications; g) to determine the methods, means, number and kind of personnel by which its operations are to be conducted, including the performance thereof by subcontract; h) to administer the City's personnel system; i) to maintain the efficiency of governmental operations; j) to take all necessary actions to carry out its mission in emergencies; k) to exercise complete control and discretion over its organization and the technology of performing its work; l) to determine methods of financing.

In the event that the exercise of one or more of these rights results in an impact on wages, hours or other terms and conditions of employment, as defined in California Government Code Section 3505, the City shall meet and confer with the recognized employee organization(s).

5. Salaries

5.1 Salary Schedule

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

5.2 Salary Upon Promotion to Police Sergeant

A Police Officer who is promoted to Police Sergeant shall receive the nearest higher salary range step that would constitute a minimum ten percent (10%) increase. However, the employee shall receive not less than the minimum nor greater than the maximum established for the class to which promoted.

6. Benefits

6.1 Medical Insurance

The City offers medical insurance through Kaiser Permanente and Health net. Effective January 1, 2006 the copay for physician visits shall be ten dollars (\$10) and the copay for generic prescriptions shall be ten dollars (\$10). The copay for

other services shall be as prescribed by the health insurance company. Effective January 1, 2008 the Kaiser Permanente copays shall be as follows: physician visits, ten dollars (\$10); and prescriptions (generic or brand name) up to a one hundred (100) day supply, ten dollars (\$10). Effective January 1, 2008 the Health Net copays shall be as follows: physician visits, ten dollars (\$10); generic prescriptions up to a thirty (30) day supply, ten dollars (\$10); brand name prescriptions up to a thirty (30) day supply, twenty dollars (\$20); and non-formulary prescriptions up to a thirty (30) day supply, thirty-five dollars (\$35).

City's contribution toward Kaiser Permanente

For employees and family members participating in Kaiser Permanente, the City contributes one hundred percent (100%) of the medical insurance premium of the Kaiser Permanente plan for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family).

City's contribution toward Health Net

For employees and family members participating in Health Net, the City contributes one hundred percent (100%) of the medical insurance premium of the Kaiser Permanente plan plus one-third (1/3) of the difference, if Health Net is more expensive than Kaiser, between Health Net and Kaiser Permanente for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family). In the event the City's contribution toward medical insurance is less than the required premium, then the difference shall be deducted from the employee's pay.

City's contribution for regular part-time employees

The City's medical insurance premium contribution shall be pro-rated for represented part-time employees.

6.2 Retiree Medical Insurance

For regular employees hired before September 15, 2007 the City shall continue to provide full-time regular employees the current contribution/reimbursements toward retiree medical insurance for the duration of their employment as set forth in Sections 6.2.A1 through 6.2.A7. The City recognizes that employees hired prior to September 15, 2007 and covered by this MOU, have specifically bargained for, and provided consideration for the guarantee of continued retiree medical benefits set forth herein. The parties agree that such retiree medical benefits cannot be altered absent mutual agreement of the parties in a manner consistent with the bylaws of the Association.

A. Effective for those regular employees hired before September 15, 2007, the City provides contribution/reimbursement toward retiree medical insurance as follows:

1. Retired employee with a minimum of five (5) but fewer than fifteen (15) years of full-time regular City service (includes employees receiving a

- disability retirement from the City) or his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or
2. Retired safety employees who retire with an industrial disability retirement with fewer than fifteen (15) years of full-time regular City service or his/her surviving spouse shall receive the less of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or
 3. Retiree employees with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service or his/her surviving spouse shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or
 4. Retired safety employees with a minimum of twenty (20) years of full-time regular City service and their spouse shall receive one hundred percent (100%) coverage for the retiree and eligible spouse. Coverage premiums to be capped at the level of the higher of the two least expensive City medical plans.
 5. Retirees meeting the following criteria will be reimbursed one hundred percent (100%) of their actual medical premium (retiree only or retiree and spouse, whichever is applicable), to a maximum amount of the City's Kaiser early retiree rate:
 - Must have been employed by the City of Pittsburg for a minimum of ten (10) years of continuous regular full-time employment at the time of concurrent service connected disability retirement.
 - Must have separated from the City of Pittsburg with a concurrent service connected disability retirement.
 - At the time of concurrent separation from City service and retirement, must be disabled to the extent that the retired employee is unable to work in any capacity.
 - Within one hundred eighty (180) days of concurrent separation/retirement the retired employee must possess and provide the City with a copy of a declaration from the City's long term disability benefit carrier or the Social Security Administration that the retiree is unable to work in any capacity. (The City reserves the right to request annual re-certification.)
 - If the retiree does not have this declaration at the time of separation/retirement he/she will receive the benefit as defined in this section during the one hundred eighty (180) day window period to provide said declaration. If the retiree is deemed ineligible, or if

- he/she does not provide the required declaration within the one hundred eighty (180) day window period, then his/her medical benefit/reimbursement reverts to that level the retiree is eligible based on his/her years of service with the City, without regard to the type of retirement obtained. In that event, the retiree is responsible for reimbursing the City for the difference between the one hundred percent (100%) benefit received during the one hundred eighty (180) day period and the amount he/she would have received based on his/her years of service.
- The provisions of this section are to apply to those employees who retire on or following the effective date of this Agreement.
6. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
- a. Retirees who do not retire directly from City service; or
 - b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
 - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - d. Retirees who fail to comply with any requirements as described in “verifications”; or
 - e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or
 - f. Retirees who do not begin receiving this benefit at the time of their retirement from City service. However, a retiree who begins participation at the time of retirement and subsequently discontinues participation may re-enroll subject to the requirements and/or limitations imposed by the health insurance provider.
7. Verification – Proof of medical insurance coverage must be submitted to the City annually by those retired employees and their spouses who purchase their medical insurance through a source other than the City’s medical insurance providers. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Effective for those regular employees hired on or after September 15, 2007 the City provides contribution/reimbursement toward retiree medical insurance as follows:

1. Retired safety employees who retire with an industrial disability retirement with fewer than fifteen (15) years of full-time regular City service or his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month (retiree or retiree and spouse, whichever is applicable); or
2. Retired employee with a minimum of ten (10) but fewer than fifteen (15) years of full-time regular City service shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month; or
3. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service or his/her surviving spouse shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or
4. Retired employee with a minimum of twenty (20) years of full-time regular City service and his/her spouse shall one hundred percent (100%) coverage for the retiree and eligible spouse. Coverage premiums to be capped at the level of the higher of the two least expensive City early retiree medical plans.
5. At Medicare eligibility the City's contribution toward retiree health insurance changes from the early retiree premium to the Medicare supplement premium.
6. Exclusions – The benefits described above shall apply to all employees hired after September 15, 2007 and future employees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or
 - b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
 - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - d. Retirees who fail to comply with any requirements as described in "verifications"; or

- e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or
 - f. Retirees who do not begin receiving this benefit at the time of their retirement from City service. However, a retiree who begins participation at the time of retirement and subsequently discontinues participation may re-enroll subject to the requirements and/or limitations imposed by the health insurance provider.
7. Verification – Proof of medical insurance coverage must be submitted annually by those retired employees and their spouses who purchase their medical insurance through a source other than the City's medical insurance providers. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

6.3 Dental Insurance

The City shall maintain the existing dental insurance benefits throughout the term of this Agreement. The City shall contribute all dental insurance premiums on behalf of represented full-time employees. The City's dental insurance premium contribution shall be pro-rated for represented part-time employees.

6.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has medical insurance coverage as a result of being an eligible dependent on another family member's plan shall have a City monthly contribution of either one hundred eighty dollars (\$180.00) for dual coverage or two hundred fifty-five dollars (\$255.00) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has dental insurance coverage as a result of being an eligible dependent on another family member's plan shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

6.5 Life Insurance

A regular full-time employee represented by the bargaining unit shall be insured under a PORAC group life insurance policy paid by the City in the amount of one hundred thousand dollars and zero cents (\$100,000).

A regular part-time employee represented by this bargaining unit shall be insured under a PORAC group policy paid by the City in the amount of twenty-five thousand dollars and zero cents (\$25,000.00).

6.6 Long-Term Disability Insurance

A regular employee represented by the bargaining unit shall be insured under the existing PORAC group disability insurance policy paid by the City.

Effective July 1, 2002 a regular employee represented by the bargaining unit shall be insured under the existing PORAC group disability insurance policy and said regular employee shall pay the insurance premium.

Effective July 7, 2002 the top salary step for Police Officer and the top salary step for Police Sergeant shall be increased by twenty dollars (\$20) per month and said increase shall be over and above the salary increase specified in Appendix A. The other steps within the salary range shall be five percent (5%) less than the next higher step.

6.7 State Disability Insurance

The City does not participate in the State Disability Insurance program for employees represented by the bargaining unit.

6.8 Deferred Compensation

The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of fifty dollars and zero cents (\$50.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of twenty-five dollars and zero cents (\$25.00) per month.

6.9 Retirement

All represented employees are covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 3% at 50 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide and maintain the following enhancements to the basic PERS 3% at 50 formula:

1. One Year Final Compensation (Section 20042)
2. Annual Cost-of-Living Increase at 3% (Section 21335)
3. Military Service Credit as Public Service (Section 21024)
4. Credit for Unused Sick Leave (Section 20965)
5. Fourth Level 1959 Survivor Benefits (Section 21574)
6. EPMC as Additional Compensation (Section 20691)

Of the required employee share for retirement benefits, the City will pay nine percent (9%) of his/her salary to the PERS system.

The salary ranges for all employees have been increased two dollars and zero cents (\$2.00). Of the required employee share for 1959 Survivor Benefits, the employee shall pay his/her full share and the employer shall pay its full share.

6.10 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of one hundred percent (100%) of tuition charges, fees, the cost of textbooks and supplies or two thousand four hundred dollars (\$2,400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse fifty percent (50%) of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300), whichever is lower, annually for approved direct costs between two thousand four hundred dollars (\$2,400) and three thousand dollars (\$3,000).

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C" or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual department budget.

6.11 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per year.

6.12 Workers' Compensation

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California.

7. Incentives and Differentials

7.1 Uniform Allowance

The uniform allowance is one thousand dollars (\$1,000). The uniform allowance is payable twice a year with a regular paycheck, for the first pay period in June and the first pay period in December, representing payment for the prior six (6) month period. Employees not employed for the full six (6) month period will be entitled to a prorate share of the six (6) month allowance.

The Chief of Police shall prescribe minimum standards of appearance for police department employees. Different standards may be applied to different classes, depending upon the type of work required of the employees. Employees shall be

neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

If the City provides at City expense either a uniform allowance or uniforms, the Chief of Police shall ordinarily require the employee to wear the prescribed uniform on duty. The Chief of Police may require some employees who receive uniform allowances or who are furnished with uniforms, to wear other clothing on duty, either regularly or occasionally, if the needs of the department require it.

7.2 Call-Out/Court Pay

The call out pay shall be a minimum of four (4) hours, at the overtime rate of pay.

7.3 Working Out of Classification

Department heads may, from time to time, because of vacancies, leaves of absence and other reasons, require an employee to work in a position which has a higher rate of pay than the employee's regular position. Whenever such an assignment lasts longer than one (1) working day, the employee's pay shall be adjusted for the second and subsequent days of such assignment. For the second and subsequent days, the employee's pay shall be at that rate the employee would receive were he/she promoted to the higher paying position.

For the purpose of this section, a "day" shall be defined as a working day. Holidays, days off, and off duty and standby shifts shall not be considered as interrupting the consecutiveness between the first and second day of working out of classification.

This section shall apply only to full-time substitution in a position, involving a temporary abandonment of the employee's regular work.

Every instance involving extra pay to an employee for working in a higher classification must have the approval of the City Manger.

7.4 Motor Duty Pay

Police Officers and Police Sergeants assigned to the positions of motorcycle officers shall receive an additional five percent (5%) of the employee's regular straight-time rate of pay.

7.5 Shift Differential

The City agrees to pay represented regular full time employees a flat rate shift differential of one hundred dollars (\$100) per month for working the night shift of 5:00 p.m. to 7:00 a.m. This differential shall be paid through payroll as other incentives are paid.

7.6 Canine Pay

The parties agree that the City shall establish accounts with veterinarian(s) and animal feed and supply outlet(s) and shall pay all bills associated with the care

and maintenance of police dogs. When this procedure is in place the City shall discontinue its payment of eighty-five dollars (\$85.00) per month to sworn officers assigned police dogs.

An employee assigned as a canine handler shall be scheduled at work thirty-six (36) hours per work week and shall have four (4) hours per work week not scheduled but paid so that the employee can provide for the care and handling of the canine.

7.7 Education Incentive

The City agrees to pay members of this unit education incentives as follows:

1. An additional five percent (5%) of base pay upon proof of obtaining a Bachelor's degree from an accredited college or university recognized by POST.
2. An additional ten percent (10%) of base pay upon proof of obtaining a Master's degree from an accredited college or university recognized by POST.

These incentives are to be in addition to existing education incentives provided for POST certifications. The maximum incentive available is fifteen percent (15%) for an Advanced POST certification and a Master's degree.

The City agrees to pay members of this unit POST certification incentives as follows:

1. An additional two and one-half percent (2.5%) of base pay for possession of a POST Intermediate Certificate.
2. An additional five percent (5%) of base pay for possession of a POST Advanced Certificate.

It is understood by both parties that there is a delay between applying for a POST certificate and receiving it. The City shall calculate the education incentive based on when the employee applied and was eligible for it, rather than when it was received. In the event the POST certificate is not granted, then the education incentive will be null and void and any payments to the employee will be reimbursed through payroll deduction.

7.8 Service Award

A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:

<u>Years of City Service</u>	<u>Service Award Amount</u>
10 years	\$200
15 years	\$300
20 years	\$400
25 years	\$500
30 years	\$600
35 years	\$700
40 years	\$800
45 years	\$900

7.9 Compounding of Incentives

The current practice is to add the base monthly salary the education incentive and then calculate all other incentives and differentials, including holidays-in-lieu pay based on that base pay plus education incentive amount.

The current practice will discontinue January 5, 2003 and thereafter each incentive and differential, including holiday-in-lieu pay, will be based on the employee's base monthly salary.

8. Vacation

8.1 Vacation Accrual

The vacation accrual rate for regular full-time employees shall be:

<u>Years of City Service</u>	<u>Accrual Rate</u>
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 years	Accrue 5.53 hours per pay period (18 days)
11 years	Accrue 5.84 hours per pay period (19 days)
12 years	Accrue 6.15 hours per pay period (20 days)
13 years	Accrue 6.46 hours per pay period (21 days)
14 years	Accrue 6.76 hours per pay period (22 days)
15-19 years	Accrue 7.07 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified full-time employee.

8.2 Vacation Fronting

A regular full-time employee shall receive his/her calendar year's vacation accrual in a lump sum on the first paycheck of each year. This practice is also known as "fronting" vacation.

8.3 Maximum Vacation Accrual

The maximum accrual is two times the annual accrual to a maximum of three hundred sixty (360) hours. An employee must be at or below the maximum vacation accrual on the last paycheck of each calendar year.

If an employee is not at or below his/her maximum vacation accrual limit on the last paycheck of each calendar year, then said employee shall receive no vacation accrual until such time as the employee's vacation accrual balance is at or below the maximum vacation accrual limit.

When an employee does bring his/her vacation accrual balance back down at or below the maximum vacation accrual limit, then the employee will receive a proportional amount of accrued vacation. Said amount is determined by taking the number of full pay periods remaining in the calendar year divided by the number of total pay periods for that calendar year and multiplying that ratio to the total number of vacation hours the employee would have earned if the employee had been fronted vacation.

8.4 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Double Compensation Prohibited – Employees shall not work for the City during their vacation.
2. When Scheduled – The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

8.5 Minimum Use

Employees must use a minimum of forty (40) hours of vacation per year. Any exception to this section must be approved by the City Manager to be eligible for vacation buyback.

8.6 Vacation Buyback

Employees may receive vacation pay in lieu of paid time off. Buyback shall only be made at the request of the employee, the recommendation of the Chief of Police, and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a twelve (12) month period and only one (1) buyback per fiscal year. Each vacation buyback shall be limited to a maximum of eighty (80) hours and will be at the employee's regular rate of pay. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay.

Upon the recommendation of the Chief of Police, the City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2005 the total City-wide allocation for the buyback program will be \$185,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests. At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to \$185,000 employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceed \$185,000, request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Effective July 1, 2007 the City shall establish a separate twenty thousand dollars (\$20,000) per fiscal year vacation buyback program for all police safety members (including those not represented by the Association). The purpose of this separate account is for those safety members whose qualifying requested vacation buyback was not paid through the City-wide allocation. The City-wide program and the separate police safety members program shall have the same annual window period.

If a POA represented employee's requested and recommended vacation buyback is denied and such denial results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

If a POA represented employee's scheduled vacation is cancelled by the City after the vacation buyback program's annual window period and such cancellation results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

8.7 Vacation Accrual for Transitioned Employees

Accumulation for vacation benefits – Employees who have transitioned from temporary status to regular employee status shall accrue vacation benefits based on their total years of service (since their most recent temporary employee hire anniversary). This benefit shall only apply for time spent in full-time temporary employment before their transition to regular appointment.

9. Sick Leave

9.1 Sick Leave Accrual

All full-time regular employees shall accrue 3.69 hours sick leave per pay period (twelve days per year).

All part-time regular employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each pay period exceed 3.69 hours.

Employees may not "borrow" on unearned sick leave. No payment shall be made for accrued and unused sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to PERS service credit.

9.2 Personal Necessity Leave

An employee may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from his/her work to attend to personal business that cannot be dispensed with during off duty time. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the employee's department head. Personal necessity leave is considered use of sick leave.

9.3 Sick Leave Incentive

A full-time employee who uses no sick leave in any fiscal quarter shall have four (4) hours credited towards vacation, with a maximum accrual during any one (1) year to be sixteen (16) hours.

10. Holidays

10.1 Full-Time Employee Holidays

All regular full-time employees will be entitled to the following fifteen (15) holidays of eight hours each per year:

<u>Day/Date</u>	<u>Holiday Name</u>
1. January 1	New Year's Day
2. Third Monday in January	Martin Luther King's Birthday
3. February 12	Lincoln's Day
4. Third Monday in February	Washington's Day
5. March 31	Cesar Chavez Day
6. Last Monday in May	Memorial Day
7. July 4	Independence Day
8. First Monday in September	Labor Day

- | | | |
|-----|---------------------------------------|------------------|
| 9. | Second Monday in October | Columbus Day |
| 10. | November 11 | Veteran's Day |
| 11. | Fourth Thursday in November | Thanksgiving Day |
| 12. | Day following Thanksgiving | |
| 13. | December 25 | Christmas Day |
| 14. | Two (2) work days of floating holiday | |

An employee hired or promoted to a regular position after June 30th shall receive only eight (8) hours of floating holiday during the first calendar year of such regular position appointment.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

Floating holidays must be taken during the calendar year in which earned or will be lost.

10.2 Part-Time Employee Holidays

All regular part-time employees will be paid on a pro-rated basis depending upon their designated hours of work, for the holidays defined above when such holiday falls on a regularly scheduled work day. All regular part-time employees will receive a pro-rated number of floating holiday hours based on their designated hours of work, and such hours shall be based on the total floating holidays defined above.

10.3 Primary Holiday-in-Lieu Pay

With the exception of the floating holidays, regular full-time employees will receive five percent (5%) of base pay in lieu of the holidays defined above and shall not receive the holiday off. If the holiday falls on the employee's scheduled day of work, then the employee is to work (unless the employee has an approved leave from work). If the holiday falls on the employee's unscheduled day of work, then the employee shall not be docked and will receive the salary differential.

10.4 Alternate Holiday-in-Lieu Pay

The City Manager and/or Police Chief may designate certain employees to receive the holidays defined above and not to receive the primary holiday-in-lieu pay. Such designated employees shall receive five percent (5%) of base pay for alternate holiday-in-lieu pay and are required to report to work on a holiday without additional compensation for the same number of hours the employee would have otherwise worked when called upon by a supervisor to report to work.

11. Catastrophic Leave

11.1 Purpose of Catastrophic Leave

The Catastrophic Leave Program is designed to assist regular employees, regardless of bargaining unit representation, who have exhausted paid time credits due to the employee's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

11.2 Catastrophic Leave Definitions

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
2. Leave to be donated – Vacation or sick leave.

11.3 Catastrophic Leave Eligibility

11.3.1 Donors

1. Only regular employees are eligible to donate accrued vacation or sick leave.
2. Donating employees may not reduce their balance of earned vacation below forty (40) hours or sick leave below forty (40) hours by reason of such donation.

11.3.2 Recipients

1. Only regular employees who are suffering from a catastrophic illness or injury.
2. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
3. All accumulated time, sick leave, vacation time, compensatory time, and other available paid time off balances must have been exhausted.
4. A request for leave of absence without pay for medical reasons has been submitted and approved.
5. Request for participation in the program shall be made on an application for Catastrophic Leave Program form, available from the Human Resources Department.

11.4 Catastrophic Leave Procedures

1. Donations must be a minimum of one (1) day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on a hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to the Human Resources Department.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of one hundred twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

12. Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law.

Time off for funerals may be taken only within five (5) calendar days before and after the date of the actual funeral or service. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials or employees not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

13. Probationary Period

13.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the City Manager, City Manager's designee, and/or appointing authority does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

13.2 Probationary Period

All original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment or promotion. Days absent without pay during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring, provided the employee has completed the employee's probationary period in the classification at the time of transfer. During the probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or appointing authority with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The probationary period may exceed twelve (12) months of active duty when the extension is by mutual agreement between the probationer, appointing authority, and (if not the appointing authority) the City Manager. The probationary period shall not exceed eighteen (18) months of active duty.

13.3 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

14. Layoff

14.1 Layoff Policy

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

14.2 Notification

An employee being laid off shall be given at least fourteen (14) days prior notice.

14.3 Employment Status

In each class, employees shall be laid off according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

14.4 Vacancy and Demotion

Whenever there is a layoff, the City Manager shall first demote an employee (based upon seniority within the class at the City of Pittsburg) to a regular position vacancy, if any, in a lower class for which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Services Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay.

For the purposes of this layoff, seniority shall be defined as an employee's tenure in a position. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

14.5 Reinstatement List

The names of all regular and probationary employees laid off shall be placed on a reinstatement list, provided their performance has been satisfactory; said reinstatement list shall remain in effective for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

14.6 Reinstatement

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

15. Disciplinary Action

15.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department Heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request another employee or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section.

Any person disciplined shall be immediately notified in writing of such charges or actions, by U.S. Postal Service mail (with at least mail delivery confirmation) or delivery in person. Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step.

The exercise of the Disciplinary Action procedure shall be in conformance with the Public Safety Officers Procedural Bill of Rights.

15.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

15.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally or by U.S. Postal Service mail (with at least mail delivery confirmation) and shall contain the following:

15.3.1 Notice of Proposed Disciplinary Action

1. A statement of the action proposed to be taken;
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
3. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the notice;

4. A copy of materials upon which the proposed action is based;
5. A statement that the employee has seven (7) days to respond to the author of the Notice either orally or in writing.

The employee, upon whom a Notice of Proposed Disciplinary Action has been served, shall have seven (7) days to respond to the author of the Notice orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Notice may extend in writing the period to respond. If the employee's response is not timely filed, or the employee has not requested an extension, the right to respond is lost.

15.3.2 Notice of Discipline

After the employee has responded to the Notice of Proposed Disciplinary Action, or the time to respond has passed, and if the author of the Notice still determines that discipline is appropriate, then the employee shall be provided with a Notice of Discipline. The Notice of Discipline shall include the following:

1. A statement of the action to be taken and the effective date;
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
3. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule or regulation shall be included with the Notice of Discipline or a statement shall be included that copies of said rule or regulation have already been provided to the employee with the Notice of Proposed Disciplinary Action;
4. A copy of materials upon which the action is based or a statement that such materials have already been provided to the employee;
5. A statement addressing the responses to the charges by the employee, if any; and
6. Notification to the employee of his/her right to appeal the imposed discipline.

15.3.3 City Manager Appeal

Disciplinary actions may be appealed to the City Manager within seven (7) days of receipt of the disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The City Manager's or designee's decision may be appealed to an arbitrator.

In the event the disciplined employee reports directly to the City Manager, or the City Manager issued the written reprimand, or the City Manager initiated the disciplinary action as described within this chapter, then the "City Manager Appeal" shall be heard by the City Attorney.

15.3.4 Arbitrator

The City Manager's or designee's decision may be appealed to an arbitrator within seven (7) days of receipt of the disciplinary action. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, a representative of the City and the employee shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.

The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the employee. The City and the employee each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.

When an arbitrator has been selected, the City, employee and arbitrator shall begin the arbitration as expeditiously as possible, but not later than seventy-two (72) days from the selection of the arbitrator. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.

The arbitration shall be closed to the public unless the employee requests in writing a public hearing prior to the time of the hearing.

The arbitrator shall be governed by Government Code Section 6250 *et seq.* and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

The arbitrator may modify or revoke a disciplinary action where just cause for the discipline imposed has not been shown or where a violation or omission of procedure for disciplinary action was made in which resulted in substantial prejudice to the employee.

The decision of the arbitrator shall:

1. Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, and employee; and
2. Be final and binding upon all parties; and
3. Recite the basis for the arbitrator's decision.

16. Grievances

16.1 Grievance Definition

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of the collective bargaining agreement, Personnel Rules, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

16.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1.

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2.

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance. The written grievance shall contain the following:

1. name of grievant(s)
2. class title(s)
3. department
4. mailing address(e's)
5. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)

6. the date(s) on which the event(s) giving rise to the grievance occurred
7. a proposed solution to the grievance
8. the date of execution of the grievance form
9. the signature of the grievant(s)
10. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
11. the date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written decision.

16.3 General Conditions of Grievances

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
4. Proposals to add to or change the Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.

5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

17. Overtime

17.1 Standard Workweek and Workday

The normal workweek for City employees is forty (40) hours in a seven (7) day period. The normal workday may consist of either eight (8) hours per shift worked over five (5) days, or ten (10) hours per shift worked over four (4) days. The normal workday shall include on-duty time for lunch when the operational needs of the department permit such a duty break. The Police Chief has the responsibility for scheduling employees of the Police Department consistent with the foregoing.

17.2 Payment

When an employee has worked in excess of the normal workday or the normal workweek, then said employee shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate for all such overtime performed by said employee on behalf of the City.

The City shall treat all paid time, such as but not limited to vacation, sick leave, holidays, and compensatory time off, as "time worked" for the purpose of calculating overtime compensation.

17.3 Minimum Reportable Periods

Minimum reportable periods of overtime shall be fifteen (15) minutes, except when an employee is called out from home for an isolated period of duty, in which case the minimum reportable period shall be governed by the Call-Out/Court Pay section.

17.4 Compensatory Time Off

Notwithstanding any provisions hereunder contrary, department heads or designees shall be allowed to grant compensatory time off on a time and one-half (1-1/2) basis subject to the following:

1. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into a compensatory time off account. Once compensatory time is so entered, it cannot be exchanged for pay.

2. No more than four hundred eighty (480) hours of compensatory time off can be accumulated and maintained on the employee's account at any one time.
3. In determining capability of taking compensatory time off at a given time, due regard shall be given to:
 - a. the wishes of the employee;
 - b. date of application for specific time off; and
 - c. seniority (in the event of multiple requests).

18. Severability

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and POA agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

19. Full Understanding

Except as otherwise specifically provided herein, the parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding all matters contained in this Agreement. It is agreed further, that neither party shall be required to meet and confer with respect to any subject or matter contained herein during the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from meeting and conferring during the term of this Agreement upon the mutual agreement of the parties to do so. Mutually agreed upon amendments to this Memorandum of Understanding shall be in writing and must be approved by the City Council.

20. Past Practices


The continuation of working conditions and past practices not specifically contained in this Memorandum of Understanding is not guaranteed by this Agreement. Nonetheless, this is the first comprehensive Memorandum of Understanding to be negotiated between the City and POA and the parties recognize that certain existing working conditions and/or past practices may have been overlooked during the negotiation of this Agreement. If, during the first one hundred eighty (180) calendar days following final approval by the City Council, either party identifies what it believes to be a working condition or a past beneficial practice that was overlooked, the parties shall meet and confer regarding such working condition or past practice. If it is mutually agreed that the

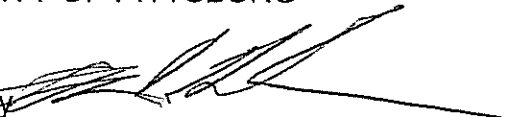
practice or working condition did exist and it was overlooked, the parties will amend this Memorandum of Understanding accordingly. If the parties are unable to agree, the dispute will be resolved pursuant to the City's established impasse resolution procedures.

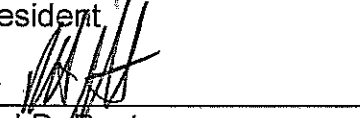
ENTERED INTO THIS 17th DAY OF September, 2007


PITTSBURG POLICE
OFFICERS' ASSOCIATION

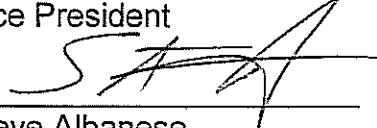
CITY OF PITTSBURG

By 
David B. Cranston
President

By 
Marc S. Grisham
City Manager

By 
Rod DuPont
Vice President

By 
Marc Fox
Director of Human Resources

By 
Steve Albanese
Negotiation Team Member

Appendix A

1. The current monthly salary ranges for employees in each classification is:

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	5103	5358	5626	5907	6202
Police Sergeant	6118	6424	6745	7082	7436

2. Effective July 1, 2007 the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	5281	5545	5822	6113	6419
Police Sergeant	6332	6649	6981	7330	7696

3. Effective June 29, 2008 the monthly salary ranges for represented classifications shall be increased by three percent (3%), with the increase rounded to the nearest dollar.
4. Retroactive to June 29, 2008 the monthly salary ranges for represented classifications shall be increased by the average of the October 15, 2008 Police Officer "survey group" top step base salary and employer paid member contributions of the retirement plan, with such survey to be completed by November 15, 2009, with a maximum increase of three percent (3%), with the increase rounded to the nearest dollar. The "survey group" are the cities of Antioch, Benicia, Brentwood, Concord, Fairfield, Martinez, Pleasant Hill, Richmond, and Walnut Creek, and the County of Contra Costa.
5. Effective June 28, 2009 the monthly salary ranges for represented classifications shall be increased by three percent (3%), with the increase rounded to the nearest dollar.
6. Retroactive to October 4, 2009 the monthly salary ranges for represented classifications shall be increased by the average of the October 15, 2009 Police Officer "survey group" top step base salary and employer paid member contributions of the retirement plan, with such survey to be completed by November 15, 2009, with a maximum increase of three percent (3%), with the increase rounded to the nearest dollar. The "survey group" are the cities of Antioch, Benicia, Brentwood, Concord, Fairfield, Martinez, Pleasant Hill, Richmond, and Walnut Creek, and the County of Contra Costa.
7. Whenever an individual is employed, in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive an hourly equivalent of the stated monthly salary.