

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA ROSA
AND THE
SANTA ROSA POLICE OFFICERS ASSOCIATION
FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #5 – POLICE OFFICERS
FISCAL YEAR 2009 – 2010
FISCAL YEAR 2010 – 2011**

Exhibit "A" to Resolution No. 27361

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GENERAL

ARTICLE 1 DESIGNATION OF THE PARTIES

This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "CITY," and the Santa Rosa Police Officers' Association, hereinafter referred to as "ASSOCIATION."

ARTICLE 2 RECOGNITION

Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa Police Officers' Association was designated by the City of Santa Rosa City Council as the exclusive representative of CITY employees in CITY's Unit #5, Police Unit (hereafter "UNIT"). The term "employee or "employees" as used herein shall refer only to employees employed by CITY in the employer classifications comprising said Unit as listed in Article 36, SALARIES, or as amended.

ARTICLE 3 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the City Manager or the City Manager's designee; (address: P.O. Box 1678, Santa Rosa, CA 95402; telephone: (707) 543-3010), except where a particular City representative is specifically designated in the Agreement.
- B. The Santa Rosa Police Officers' Association principal authorized agent shall be the Association's President; or the President's designee; (address 445 Orchard, Suite 201, Santa Rosa, CA 95494; telephone: (707) 523-2258), except where a particular ASSOCIATION representative is specifically designated in the Agreement.

ARTICLE 4 SEVERABILITY

The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or City Charter provision.

Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 5 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the CITY shall not implement any changes to any matter within scope, as defined by the Meyers-Milias-Brown Act, as amended, not covered herein without first having met and conferred with the ASSOCIATION. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the ASSOCIATION.

The waiver of any breach of any term; or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 **TERM**

6.1 This agreement is effective as of July 1, 2009.

6.2 This agreement is for two years and ends June 30, 2011.

ARTICLE 7 **RENEGOTIATIONS**

7.1 Formal negotiating sessions for a successor MOU shall commence no later than February 15, 2011.

ARTICLE 8 RULES AND REGULATIONS

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

- A. Personnel Rules and Regulations;
- B. Employer-Employee Relations Rules and Regulations.

CITY shall not change the rules and regulations listed herein without first meeting and conferring with the ASSOCIATION.

ARTICLE 9 MUTUAL RESPONSIBILITY

The CITY and ASSOCIATION recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate to the CITY.

ARTICLE 10 WORK CURTAILMENT

Under no conditions or circumstances shall the ASSOCIATION or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement

ARTICLE 11 CITY RIGHTS

The CITY reserves, retains and is vested with any management rights not expressly granted to the ASSOCIATION by this Agreement, the Personnel Rules and Regulations or the Employer-Employee Relations Policy. These City rights include the right to:

- A. Determine and modify the organization of CITY government and its constituent work units.
- B. Determine the nature, standard, levels and mode of delivery of CITY services.
- C. Determine the methods, means, number and kind of personnel by which services are provided.
- D. Lay off employees, subject to the Personnel Rules and Regulations.

Should the CITY desire to exercise any of these rights, it shall, except in cases of emergencies (as defined in Article 5), give the ASSOCIATION advance, written, notice

of its intentions thereof and shall afford the ASSOCIATION the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

ARTICLE 12 **EMPLOYEE RIGHTS**

Employees shall be free to participate in ASSOCIATION activities described in Government Code Section 3500, et. seq, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State Law and CITY policies, rules and regulations.

ARTICLE 13 **DISCIPLINE**

13.1 The CITY shall follow the principles of corrective progressive discipline as outlined in the City of Santa Rosa Personnel Rules and Regulations – Rule Seven (7) – Disciplinary Procedure. Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

13.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations – Rule Seven (7) - Disciplinary Procedure – Section Three (3).

13.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety Officers Procedural Bill of rights Act (Government Code Section 3300 et seq.)

ARTICLE 14 **GRIEVANCE**

14.1 Definitions:

A grievant is an employee, a group of employees or the ASSOCIATION.

A “grievance” is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, CITY ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.

14.2 Informal Grievance Resolution

As soon as possible, but no more than fifteen (15) days after the discovery of the event giving rise to a grievance, the grievant or representative shall present the grievance informally to the involved supervisor; except if the grievance involves the relationship with the supervisor, it shall be submitted to the involved Commander. The

grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Commander. The Commander shall respond in writing to the grievant if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

14.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fifteen (15) calendar days from the receipt of the written decision.

A formal grievance shall only be initiated by completing a form provided by the Human Resources Department. This form shall contain:

- A. Name(s) of grievant
- B. Class title(s)
- C. Department
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.
- F. The date on which the grievance occurred.
- G. Proposed solution to the grievance.
- H. Date grievance form completed.
- I. Signature of grievant(s).
- J. Name of organization; or representative, if any, representing the grievant.

Step 1

Within fifteen (15) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, shall confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may, within ten (10) calendar days after the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within ten (10) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

If the decision of the City Manager/designee resolved the grievance to the satisfaction of the grievant, it shall be final and binding.

No time limits described in Article 14 may be extended without the mutual written agreement of both parties.

ARTICLE 15 **MEDIATION**

15.1 If a grievance is not resolved during the grievance procedure, the ASSOCIATION and the CITY by mutual agreement, may request the assistance of a professional mediator. If the ASSOCIATION and CITY cannot agree on a mediator, they may request a mediator from the State Conciliation Service in an attempt to resolve the grievance.

15.2 The mediator shall not hold a hearing and make recommendation, nor have the authority to resolve the grievance except by agreement of the parties.

15.3 In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

ARTICLE 16 **ARBITRATION**

16.1 A grievant may either appeal an unresolved grievance, as defined in 14.1 above, to the Personnel Board as provided in Rule Six (6) of the Personnel Rules and Regulations or petition the ASSOCIATION to present the issue to Arbitration as provided below.

16.2 Only the ASSOCIATION may present an unresolved grievance to arbitration by submitting a letter to the Human Resources Director requesting that the

matter be submitted to arbitration. Such letter request must be submitted to the Human Resources Director within fourteen (14) calendar days after the City Manager; or designee, renders a decision. Any grievance submitted to arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

16.3 The CITY and the ASSOCIATION shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the ASSOCIATION, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the CITY and the ASSOCIATION cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the ASSOCIATION cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

16.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

16.5 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the

appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the ASSOCIATION and the employee affected.

ARTICLE 17 TRAINEE

17.1 Pursuant to Article 2 Recognition, the classification of Police Officer Trainee shall be included in CITY's Unit #5 – Police Officers and represented by the ASSOCIATION. A Police Officer Trainee is an employee who has not successfully completed a P.O.S.T. accredited Basic Police Academy and has not been appointed as a sworn Santa Rosa Police Officer.

17.2 A Police Officer Trainee shall receive an allowance up to four hundred and fifty dollars (\$450) to pay for uniforms for the Basic Police Academy. A Police Officer Trainee does not receive the Police Officer uniform or body armor allowances.

17.3 A Police Officer Trainee shall generally work a 5/8 work schedule with an unpaid meal period.

17.4 A Police Officer Trainee shall be provided retirement benefits under the Public Employee Retirement System:

Employee Type	Retirement Program
Miscellaneous	3% at 60

The CITY pays a contribution of eight percent (8%) of salary, as defined by the PERS board, to partially or entirely satisfy an employee's requirement to make a contribution to the PERS system.

17.5 Police Officer Trainee who is involved in an industrial injury and/or illness shall receive benefits under CITY policies and California Workers Compensation law.

17.6 A Police Officer Trainee shall have the training schedule and holidays consistent with the Police Academy they are attending.

ADMINISTRATIVE

ARTICLE 18 PAYROLL DEDUCTION OF DUES

During the term of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the CITY will deduct one months' current and periodic Union dues, and special assessments or penalties, based upon a dues

schedule from the pay of each employee who voluntarily executes and delivers to the CITY the following authorization.

form:

VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF UNION DUES
SANTA ROSA POLICE OFFICER ASSOCIATION

Name _____ Social Security No. _____

Department _____

I authorize the City to deduct from wages earned by me, monthly Association dues as certified to the City by the President of the Association and to remit the same to the Association at such time and in such manner as may be agreed upon between the City and the Association.

This authorization shall remain in effect for the duration of my employment with the City while I am employed as a police officer or until my termination from the City or until it is revoked by me in writing or until the Association is no longer my representative.

Signature of Employee

Address of Employee

Date of Signature

Date of Delivery to City

The following certificate form shall be used by the Association when certifying membership dues:

CERTIFICATION OF _____ I
certify that the membership dues for employees in the Unit is \$ _____ per

_____,
Date: _____ Signature: _____
President/Designee

Payroll deductions shall be made monthly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not

begin unless both (1) a properly executed “Voluntary Authorization for Deduction of ASSOCIATION Dues” and (2) the amount of the monthly membership dues certified by the ASSOCIATION has been delivered to the CITY at a place designated by the CITY at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the monthly membership dues must be delivered to the CITY at a place designated by the CITY at least thirty (30) calendar days prior to the last pay of the calendar month prior to the change becoming effective.

All sums deducted by the CITY shall be remitted to the ASSOCIATION at an address given to the CITY by the ASSOCIATION, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for who a deduction was made. Assessments and Penalties shall be remitted by the CITY within 30 days after notification of the amount of said assessment or penalties. If the assessment is made of compensatory time off, the CITY may, at its option, convert the assessment to the cash value thereof, and remit said assessment in cash. “Cash value” is defined as the unit average hourly salary, times the number of hours, times the number of affected employees.

An employee may revoke their “voluntary authorization” only as provided herein. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the ASSOCIATION.

The CITY shall not be liable to the ASSOCIATION by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees; or from the employee’s CTO bank as provided above. In addition, the ASSOCIATION shall indemnify and save the CITY harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 19 **BULLETIN BOARDS**

The ASSOCIATION may furnish and maintain a bulletin board at a location agreeable to the parties.

Such bulletin board shall be used only for the following subjects:

- A. Notice of Membership and board meetings;
- B. Minutes of membership and board meetings;
- C. Notice of ASSOCIATION elections and election results;
- D. Roster of ASSOCIATION officers;
- E. Announcements of purely social events and functions;
- F. The ASSOCIATION Newsletter;
- G. Notice of appointments to committees; and
- H. Any other written material which has first been approved by the

Department Head or designee.

Materials not included in categories (a) through (g) above, which the ASSOCIATION wishes to post, shall be submitted to the designee of the Chief of Police for approval or rejection; the Chief or designee shall have twenty-four (24) hours during the week or seventy-two (72) hours including a weekend, to approve or reject the materials. If the Chief or designee has not reported to the ASSOCIATION approval or rejection with the twenty-four (24) or seventy-two (72) hour period, the request for posting shall be deemed granted and the ASSOCIATION may post the materials at that point. In no event shall the bulletin board be used to post material which is libelous or defamatory; pornographic or obscene; offensive to ethnic or sexual groups; or totally unrelated to the normal business of the ASSOCIATION or the Employer-Employee Relations process.

ARTICLE 20 **HOURS OF WORK**

20.1 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week; or of days of work per week.

20.2 An employee who does not normally wear a uniform during their tour of duty shall have a work day of eight (8) hours with an additional unpaid, duty-free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, the duration thereof to be selected by the employee.

20.3 The work schedule for patrol shall be a 4/10 or a modified 3/12.5 during the term of this Agreement. The work schedule for those employees assigned to other than patrol who normally wear a uniform shall be 4/10 or 5/8, as determined by the Department.

20.4 The briefing period shall be included in the work day.

20.5 Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without three (3) calendar days prior notice to the employee. Call-back or overtime does not constitute a change in work shift.

20.6 Employees assigned to the "4/10" hour shift shall work four consecutive ten hour shifts followed by three (3) consecutive days of rest.

20.7 Employees assigned to the twelve and one half (12 1/2) hour shift shall work three (3) consecutive twelve and one-half (12 1/2) hour shifts scheduled within twelve and one-half (12 1/2) hours followed by four (4) consecutive days of rest.

20.8 This is acknowledged by both parties as a thirty-seven and one-half (37 1/2) hour work week. The employees assigned to this work schedule will be required to "pay back" ten (10) hours to the CITY during each twenty-eight (28) day work cycle in the form of an additional day of work. Such additional day of work may include training, special duty, patrol relief or as otherwise assigned, or the employee may, with a supervisor's approval, utilize ten (10) hours of CTO and/or vacation. The additional day of work will be scheduled either at the beginning of the employee's four (4) days off, whenever possible.

20.9 To ensure that grave shift employees are not fatigued when beginning work, a total of six (6) hours of off-duty time must have occurred before their scheduled return to work. This off-duty time does not have to be continuous. Previous duty means any overtime assignment, recall assignment, court time and any other assignment when the employee is performing work for the CITY.

20.10 The CITY has elected a twenty-eight (28) hour day cycle under the Fair labor Standards Act.

20.11 Training, meetings and other CITY-ordered time shall be considered as hours worked. Paid time off shall count towards the accumulation of the workweek for purposes of computing overtime.

20.12 An employee working a non-uniformed assignment shall generally work a 5/8 work schedule (as defined in Article 20.2) with Saturday and Sunday off. On a week-by-week basis, an employee with the approval of their supervisor, may be allowed

to work a flexible schedule. A flexible schedule may include, different days off and starting and quitting times which are mutually agreed upon, and meet the needs of the Department and the employee. In no event shall an employee's work schedule be more than ten (10) hours in any work day, nor more than forty (40) hours in a work week, when working a flexible schedule. Except by mutual agreement, no changes can be made in the agreed upon flexible schedule for the next scheduled work week, once the employee has completed the last scheduled work day prior to the change. If a flexible schedule is not agreed upon by both the Department and the employee, then the employee's work schedule shall be a normal work schedule of 5/8, Monday through Friday schedule.

20.13 To avoid off duty court appearances by employees utilizing a flexible schedule, all efforts shall be made to incorporate a scheduled court appearance into a regular work day.

20.14 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts or duties for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency, as defined in Article 5.

ARTICLE 21 **MEAL PERIODS**

21.1 An employee working a non-uniformed assignment shall be provided a duty free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, the duration there of to be selected by the employee. The unpaid meal period shall be added to the length of the work day (i.e., employees selecting a 60-minute meal period shall have a nine-hour tour of duty consisting of eight hours of work and one hour duty free, unpaid meal break). Employees whose duty free, unpaid meal period is interrupted or canceled because of return to duty shall receive overtime compensation for the period of the interruption if otherwise qualified. An employee working an eight (8) hour work shift who is required to, at the direction of a supervisor, work more than five (5) hours in any shift without a meal period, shall be paid thirty (30) minutes at the overtime rate, in addition to receiving their regular meal period.

21.2 Police Officers in a uniformed assignment working an eight (8) or ten (10) hour shift shall have a thirty (30) minute paid meal period as part of their eight (8) or ten

(10) hour work day. An employee working an eight (8) hour work shift who is required to, at the direction of a supervisor, work more than five (5) hours in any shift without a meal period, shall be paid thirty (30) minutes at the overtime rate, in addition to receiving their regular meal period.

21.3 An employee in a uniformed assignment working a ten (10) hour work shift, who, at the direction of a supervisor, is not given a meal break shall be paid one (1) hour at the overtime rate. The debriefing period during the last half-hour of the work shift shall not be used as a meal break.

21.4 Police Officers in a uniformed assignment working a twelve and one half (12.5) hour shift shall have a forty five (45) minute paid meal period as part of their twelve and one half (12.5) hour work day.

21.5 An employee in a uniformed assignment working a twelve and one half (12.5) hour work shift, who, at the direction of a supervisor, is not given a meal break shall be paid one (1) hour at the overtime rate. The debriefing period during the last half-hour shall not be used as a meal break.

LEAVES AND VACATION

ARTICLE 22 OFFICER TIME OFF – Vacation, C.T.O., Association Leave

22.1 For the purposes of scheduling time off, accumulated compensatory time off (C.T.O.) (Article 41) is to be treated the same as vacation time (Article 24).

22.1.1 Requests for time off may be denied if not requested seven days prior to the days requested and back filling would be necessary.

22.1.2 Requests for time off may be denied or canceled, if the Captain determines that an unusual situation exists and that allowing the time off would have a gross, negative impact on the Operation of the Police Department in its responsibility to ensure the safety of the community and police personnel. Examples of gross negative impact include disasters, large demonstrations, etc., but would not include the Fair, two officers off on training, Sunday nights, the Rose Parade, Downtown Market, team staffing shortages; or other similar activities or circumstances.

22.1.3 Time off, other than a request for continuous time off of thirty seven (37) hours or longer, may be denied for New Years Eve, the Fourth of July, or the Fifth

of May. All other holidays shall be treated as any other work day for purposes of time off.

22.2 The following minimums shall be allowed off for vacation, C.T.O.; or ASSOCIATION leave:

22.2.1 Three patrol officers per day shift. Two patrol officers on the cover shift and two patrol officers on the swing shift.

22.2.2 Three patrol officers per graveyard shift.

22.3 Granting time off to more than the minimum number of patrol officers per team is permitted when back filling is not necessary.

22.4 Non-vacation time off requests above two officers on cover and swing shifts, and three officers on day and graveyard shifts, shall not be approved until 30 days prior to the dates requested. The determination of strength shall be set by the number of patrol officers actually assigned to the team minus any long term absences due to on-duty or off-duty injuries or illnesses.

ARTICLE 23 **PROMOTIONAL EXAMS**

An employee who takes a CITY promotional exam during time the employee is required to work shall be given reasonable release time to take the exam.

The employee shall use the approved time off request procedure whenever release time is desired pursuant to this Article.

ARTICLE 24 **VACATION**

24.1 Effective July 1, 2005 employees shall earn and may accumulate vacation time as indicated below:

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
1 to 4	6 2/3	80	160
5 – 11	10	120	240
12 – 24	13 1/3	160	320
25+	16 2/3	200	400

24.2 No employee shall accumulate more vacation than provided above, except as provided in Article 24.6.

24.3 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances the City Manager's Office may approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

24.4 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services.

24.5 Vacation shall not be used for industrial injury leave or to extend a date of retirement.

24.6 Vacation Accrual and Industrial Injury or Illness

When an Officer is placed on Industrial Injury or Illness and begins 4850 time, and the Officer has reached the maximum accrual of vacation hours, the Officer shall continue to accrue vacation over the maximum hours allowed in Article 24 Vacation. When the Officer returns to duty, the Officer must use the excess vacation (that which was accrued over the maximum) within six months of returning. If the Officer does not return to duty and is separated from the CITY, the officer will receive a payout for all vacation accrued, including the amount that has accrued over the maximum.

ARTICLE 25 **SICK LEAVE**

25.1 Sick Leave Accumulation

Each employee shall earn and may accumulate sick leave as follows:

<u>Hours Earned Monthly</u>	<u>Hours Earned Annually</u>	<u>Maximum Hours of Accumulation</u>
8	96	No Limit

25.2 Sick Leave Rights

Sick Leave shall not be considered as a right which an employee may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

25.3 Sick Leave Charging

For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

25.4 Sick Leave Usage

Employees may use sick leave when they are unable to work due to a non-industrial sickness or injury. No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

- A. Intentionally self-inflicted;
- B. Participating in a criminal act;
- C. Participating in a riot;
- D. Working for an employer other than the CITY;
- E. During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders.
- F. During a layoff, leave of absence or disciplinary suspension; and/or
- G. After a termination date.

On taking sick leave time, employees shall notify their appropriate Department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the CITY.

The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick or has engaged in private or other public work while on sick leave.

The CITY may require an employee to provide a medical doctor's statement which outlines the nature of the illness and the prognosis for recovery prior to permitting the employee to return to work following the use of any sick leave.

If an employee has not recovered by the time they have exhausted their accumulated sick leave, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee. This is not intended to conflict with Article 28.2.

Sick leave shall continue to be earned while an employee is on vacation or sick leave.

Sick leave shall not be used to extend a date of retirement.

25.5 Sick Leave - Initial Probationary Period

The City Manager's Office may allow a probationary employee up to forty-eight (48) hours' sick leave with pay before it has been earned. This section does not apply to promotional or disciplinary probationary periods.

25.6 Sick Leave - Family Illness

Employees may use hours of accumulated sick leave for the serious illness of their spouse, a qualified domestic partner, child, stepchild, child of employee's domestic partner, parents and grandparents. For purposes of this article, serious illness constitutes the ill family member being under the immediate care of a physician.

25.7 Sick Leave – Retirement Buy Back

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the CITY, shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum payment of six hundred (600) hours. The rate of pay shall be regular hourly rate of pay at the time the position is vacated. Effective June 30, 2002, an employee, upon retirement, may convert his/her unused sick leave balance to credit as provided by Government Code Section 20965 (see Article 55.6).

25.8 Sick Leave - Employee Death

If an employee dies, then all of the employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the employee's death. Such payment shall be made to the person named by the employee as beneficiary in the employee's life insurance policy.

ARTICLE 26 INDUSTRIAL INJURY OR ILLNESS

Benefits for Police Officers shall be provided for under Section 4850 of the Labor code and CITY policies. Sick leave shall not be used for an industrial injury or illness.

ARTICLE 27 JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS

27.1 The purpose of this Article is to determine the schedules for employees on temporary limited duty. The type of work performed is to be determined by the following:

Nature of employee's injury or illness and any physician imposed restrictions;

Needs of the Department;
Skills of the employee.

27.2 Employees who are medically precluded from fulfilling their normally assigned duties as a result of a job related injury or illness and who have been medically cleared to return to limited duty shall be assigned in the following manner:

27.2.1 Employees working a 5/8 or 4/10 schedule shall retain the same days off as is their current assignment.

27.2.2 Employees shall retain the same basic work hours, 4/10 or 5/8 as is their current assignment, plus a 30-minute non-paid meal period.

27.2.3 Employees working a 3/12.5 schedule will be assigned to a 4/10 shift with altered days off and hours of work described in section 27.2 (B).

27.2.4 Shifts for employees who were on a 4/10 or 3/12.5 at the time of injury or illness shall be as follows:

Day shift shall be altered to 0700-1730 hours.

Swing shift shall be altered to 1300-2330 hours.

Graveyard shift shall be altered to day shift or the altered swing shift, at the officer's choice, subject to the restrictions of Article 27.3.

27.3 Restrictions (Field and Support Services)

27.3.1 Two officers on a team on limited duty shall retain their team schedule within the guidelines set forth in Article 27.2.

27.3.2 When more than two officers on a team are on limited duty, the employees with the highest Department seniority can retain the team schedule. The remaining officers shall be given assignments that shall attempt to meet the needs of the Department and the affected employees.

27.3.3 Assignments shall be re-evaluated as employees from each team return to full duty or are placed on limited duty.

27.3.4 When an employee is anticipated to be on limited duty for less than one week, this shall not count towards the two per team limit and the employee shall retain their team schedule as altered in Article 27.4.

27.4 Exceptions

The employee and the Department may mutually agree to a variance from the assignment process when any of the following situations occur:

27.4.1 The Department identifies special needs that would be better addressed by utilizing another work schedule or assignment or

27.4.2 The employee has special skills that could be utilized in other areas within the Department or

27.4.3 The employee has needs that would be better addressed by another schedule.

27.4.4 Temporary re-assignments are subject to Article 20.14, emergency assignments.

ARTICLE 28 **NON-JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS**

28.1 Employees injured Off-Duty and allowed by the CITY to return to work on a temporary limited duty capacity shall be assigned to a work schedule according to the needs of the Department. Assignments of these employees shall not interfere with the temporary work assignments of employees injured on-duty.

28.2 For purposes of utilizing the LTD benefit, during the elimination period, an employee may use sick leave or any combination of accrued leaves. After the elimination period has been met an employee may choose to use a 50/50 option defined as 50% long term disability and 50% sick leave, or 100% of the long term disability benefit as defined by the insurance carrier. An employee does not have to exhaust all leave balances prior to going on long term disability.

ARTICLE 29 **CATASTROPHIC LEAVE**

29.1 Employees may donate accrued leave to other employees who suffer from a catastrophic illness or injury, or to an employee to care for their spouse, a qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness or injury.

29.2 Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

29.3 Employees who have successfully completed 2,080 hours or 1 year of paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to a spouse, a qualified domestic partner, parent or dependent minor child.

29.4 The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

29.5 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave or administrative leave hours donated by other employees to a specific qualified employee.

29.6 Employees donating vacation, compensatory or administrative leave must donate in increment of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time or administrative leave. Effective July 1, 2006, employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of 80 hours after the donation of sick leave.

29.7 An employee requesting catastrophic leave must receive the recommendation of his or her Department head and the approval of the City Manager. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

29.8 The Administrative Services Department shall account for the donation and disbursement of catastrophic leave hours. All time donated shall be credited on an hour-to-hour basis regardless of hourly pay differentials between donating employee and recipient.

29.9 Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits of Workers' Compensation Leave.

29.10 While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

ARTICLE 30 **BEREAVEMENT LEAVE**

An employee shall be paid up to forty (40) hours of bereavement leave because of a death in the immediate family.

For the purposes of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee and parents and children of the employee's qualified domestic partner.

Payment for bereavement leave shall only be made under the provisions set forth above.

ARTICLE 31 **MILITARY LEAVE**

An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California and CITY policies. The employee shall furnish to the City Manager's office satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders. Employees with less than one year CITY service shall take such leave without compensation from the CITY as provided in the Military and Veterans Code.

ARTICLE 32 **JURY DUTY**

32.1 Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

32.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY.

32.3 Time served as a juror for employees shall be considered as time worked so that an employee shall not be required to perform jury duty and also work a shift for the CITY during any twenty-four (24) hour period.

32.4 The twenty-four hour period shall be determined by starting at the first hours in the employee's work week and counting off twenty-four (24) hour segments.

ARTICLE 33 **LEAVE OF ABSENCE WITHOUT PAY (NON-MEDICAL)**

A. **Employee Leave**

Employees may request a leave of absence, without pay, for non-medical reasons, in writing to their respective Department head upon the exhaustion of their accumulated vacation and compensatory time.

These requests may be approved as follows:

1. By the Department head for a time not exceeding twenty-four (24) working hours.
2. By the City Manager's Office for any time exceeding twenty-four (24) working hours.

If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the CITY. In all other instances, the employee shall make arrangements to prepay the appropriate monthly premium if insurance benefit coverage is to continue.

ARTICLE 34 ASSOCIATION RELEASE TIME

34.1 The parties agree that one (1) on-duty employee acting as an employee representative for an employee in the Unit shall received paid release time for the following activities:

- A. Any interview where an employee is afforded the right to a representative by the Government Code, any other law; or CITY or Departmental policy;
- B. Any pre-disciplinary hearing;
- C. Any Personnel Board hearing where disciplinary action is being reviewed;
- D. Any grievance hearing/meeting between an employee and their supervisor(s), i.e. Sergeants, and Lieutenants;
- E. Any grievance hearing before a Captain and/or the Chief of Police;
- F. Any grievance hearing before the Human Resources Director/City Manager designee; and
- G. Any appeal hearing before the Personnel Board regarding the formal grievance.
- H. Any mediation and/or arbitration hearings.

34.2 An on-duty employee who acts as an employee representative under the above shall notify their immediate supervisor of the intent to be absent from the normal duty work station. The supervisor shall have the authority to deny the release of an on-duty representative if the supervisor determines that such release would have a gross, negative impact on the operation of the Police Department in its responsibility to ensure the safety of the community. In such cases, other than Personnel Board hearings, the interview or hearing may be rescheduled at the employee's option without prejudice to either the employee or the CITY. If the release of an on-duty employee acting as a representative before the personnel Board is denied for the reasons cited above, the CITY shall request that the Personnel Board reschedule the hearing without prejudice either the employee or the CITY.

34.3 An on-duty employee acting as an employee representative during disciplinary matters shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to sixty (60) minutes may be used for this purpose.

34.4 An on-duty employee acting as an employee representative during grievance hearings/meetings as in (d) through (h) above, shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

34.5 Reasonable release time shall be given to ASSOCIATION representatives to meet and confer on items arising under Article 5, Full Understanding, Modifications, and Waiver.

ARTICLE 35 **ASSOCIATION LEAVE**

35.1 Employees may request paid leave of absence for normal ASSOCIATION business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION as provided below.

35.2 Such request shall be in writing to the Department head or the Department Head's designee.

35.3 ASSOCIATION leave shall be granted, in the same manner as vacation and compensatory time off, if it does not require additional expenditures by the CITY

and if the request meets the conditions set forth below. Leave shall be requested and approved consistent with Department policy for requesting vacation, CTO and ASSOCIATION leave. If the request is denied, the ASSOCIATION has the option of paying time and one half to back fill the position and the leave shall be granted.

35.4 An employee is not required to exhaust any paid leaves to be eligible for ASSOCIATION leave.

35.5 When an employee takes such leave, the leave shall be charged to the ASSOCIATION at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the CITY.

35.6 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year, except that three employees may use no more than sixty (60) days in a fiscal year.

35.7 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY from the ASSOCIATION's payroll dues deduction provided by Article 8, Payroll Deduction of Dues, together with an accounting of credits and debits for which charges have been made.

35.8 Any dispute between the ASSOCIATION and the Police Department or the Finance Department shall be resolved by an Assistant City Manager.

35.9 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of their election to that position.

SALARIES, PAYS AND BENEFITS

ARTICLE 36 SALARIES

36.1 Effective July 1, 2009, the monthly salaries applicable to employees in this unit shall be the same salaries as were in effect on June 30, 2009, and shall remain as follows for the term of this Agreement:

Police Officer - \$5905 – \$6193 – \$6506 – \$6830 – \$7171

Police Officer Trainee - \$5204

36.2 The parties recognize that during the 2005 collective bargaining process, the CITY and the Unit agreed to data points and comparable jurisdictions to be used in determining compensation for this Unit. Such salary surveys shall be based on top

step salary, employee paid PERS (9%), education/POST pay and uniform allowance. The comparable survey cities are Berkeley, Concord, Daly City, Fairfield, Fremont, Hayward, Richmond and Vallejo. It is intended that the parties will consider the City's ability to pay prior to agreeing to use the "mean" average in determining compensation for the Unit.

36.3 The CITY and the Association agree they shall mutually conduct a survey of the aforementioned jurisdictions using the aforementioned data points to be completed no later than March 11, 2011. The effective date of data points used in the survey shall be as of August 1, 2011, but shall also take into consideration negotiated salary/data point increases through January 30, 2012. Where such salary/data point increases are based on a range, the floor of the range shall be used in determining the mean for purposes of the survey. As an example, if a January 1, 2012 increase to salary for one of the survey cities is based on the Consumer Price Index (CPI) as of December 31, 2011, with a floor of two percent (2%) and a ceiling of four percent (4%), the floor, two percent (2%) shall be used in the survey.

ARTICLE 37 **TRAINING AND EDUCATION**

Employees who successfully complete the Peace Officers' Standards and Training Program (POST) shall receive one of the following:

<u>Type</u>	<u>Amount</u>
1. P.O.S.T. Intermediate Certificate	4.5% of base salary/month
2. P.O.S.T. Advanced Certificate	7.0% of base salary/month

ARTICLE 38 **UNIFORMS**

38.1 Police Officers, except new Police Officers, shall receive an annual uniform allowance on the first day of the fiscal year payable during the month of August for the purchase of uniforms as specified by the CITY.

38.2 New Police Officers shall receive this uniform allowance during their first month of employment and annually thereafter during the month of August.

38.3 No Police Officer shall receive a uniform allowance more than once during each fiscal year.

38.4 New Police Officers shall not be required to have a Class A Uniform until completion of the probationary period.

38.5 The CITY shall provide newly assigned motorcycle officers the initial riding boots, breeches and leather jacket.

38.6 Police Officers required to wear uniforms shall wear them while at work and shall be responsible for their purchase, maintenance and replacement in accordance with CITY and Department policies.

38.7 Effective July 1, 2006 the uniform allowance for Police officers shall be \$800 per year.

38.8 Police Officer Trainee shall receive a uniform allowance in accordance with Article 17, Trainee.

ARTICLE 39 **BODY ARMOR**

39.1 It is the Intent of this Article that the payment of the body armor replacement is separate and different from the uniform allowance. Each Police Officer shall own and have available individual body armor. It is the Police Officer's responsibility to purchase, maintain, and replace their individual body armor.

39.2 The CITY shall pay One Thousand Dollars (\$1,000.00) to new Police Officers to purchase body armor. The amount allotted represents the cost to purchase body armor meeting or exceeding the N.I.J. Threat Level IIIA Standard.

39.3 Police Officers, except new Police officers, shall receive an annual payment for body armor replacement on the first day of the fiscal year payable during the month of August in the amount of Two Hundred Dollars (\$200.00) (this assumes a life expectancy of body armor to be five years).

39.4 An employee shall not receive both the One Thousand Dollar (\$1,000.00) body armor payment and the Two Hundred Dollar (\$200.00) body armor payment in the same fiscal year.

ARTICLE 40 **OVERTIME**

40.1 If the employee works either a 4/10 or 5/8 schedule, and is required by the CITY to work more than forty (40) hours per work week, employees shall be compensated for such overtime hours at the rate of 1.5 times the regular hourly rate of pay.

40.2 If the employee works a three (3) day – twelve and one half (12.5) hour schedule, they shall be compensated at the overtime rate for all hours worked in excess of thirty seven and one half (37.5) hours in a work week. During the “payback week” which occurs once every twenty eight (28) day cycle, they shall be compensated at the overtime rate for all hours in excess of forty seven and one half (47.5) hours.

40.3 An employee may elect overtime pay as CTO for those overtime hours that are under the FLSA weekly overtime requirement.

40.4 The overtime rate shall be as provided buy the FLSA.

ARTICLE 41 COMPENSATORY TIME OFF (CTO)

Compensatory time off may be accumulated as provided in Article 40, OVERTIME; Article 43, CALL BACK; and Article 42, COURT APPEARANCE.

For the purposes of scheduling time off, accumulated compensatory time is to be treated the same as vacation time and shall be in accordance with FLSA.

No employees shall accumulate more than one hundred (100) hours of compensatory time off.

ARTICLE 42 COURT APPEARANCES

42.1 Employees required to appear in court on CITY business during off duty hours may confirm court appearances at any time at their own convenience. However, employees not otherwise cancelled, shall be required to call their assigned voice mail on the date of the appearance two hours prior to their appearance time.

42.2 If the employee’s court appearance was cancelled by notification in the employee’s voice mailbox prior to 1900 hours on the previous court date, the employee receives no compensation.

42.3 If the employee’s court appearance was cancelled after 1900 hours of the previous court date, but prior to the employee appearing in court, the employee is then entitled to two (2) hours compensation at the overtime rate.

42.4 If the employee’s court appearance was not cancelled during that telephone call, pursuant to Section 42.2; or cancelled, by any other mans, prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

42.5 If the employee appears in court at the appearance time but the case was cancelled after 1900 hours of the previous court date but prior to two (2) hours of the

appearance time, an employee is entitled to two (2) hours compensation at the overtime rate.

42.6 If an employee is placed on court stand-by, by either the court and/or District Attorney's Office, an on duty supervisor shall be immediately notified by the affected employee of the stand-by. The supervisor shall be responsible for giving the employee direction on the stand-by consistent with the same provisions regarding appearance and/or cancellation described in this article.

42.7 Arrangements shall be made in advance to ensure that the evidentiary items are immediately available to the subpoenaed officer and that time associated with the evidence pick-up and/or return is kept to a minimum. The compensable time for pick-up and/or return of evidence outside of an officer's regular work schedule is not exclusive or subpoenaed court appearances but is included with the M.O.U. agreed court overtime minimum, or actual time spent if beyond the minimum.

If the time of subpoenaed court appearance is during a regularly scheduled duty time but the pick-up of evidence at the police station is necessitated prior to start of regular duty time; the officer shall receive compensation for the evidence pick-up activities. Compensation shall be at the regular overtime rate for actual time spent and not a three hour court minimum.

42.8 Employees required to appear in court on CITY business during off-duty hours on a regularly scheduled work day shall receive a minimum of three (3) hours pay at the overtime rate of pay or actual hours worked, whichever is greater.

42.9 Employees required to appear in court on CITY business during off-duty hours on a regularly scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual hours worked, whichever is greater.

42.10 A court appearance in excess of three (3) or four (4) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned.

The three (3) or four (4) hour minimum begins with the time of first appearance and continues for three (3) or four (4) consecutive hours. If an employee receives multiple subpoenas for different appearance times on the same court date, there must be no less than four hours (including meal period) between the starting time of the first

appearance and the starting time of any additional separate court subpoenas to receive a second three (3) or four (4) hour minimum court appearance.

An employee shall only be considered on duty for that time that they are actually at court or activities related to court appearances.

For the purposes of this Article an employee may select either pay and/or CTO at 1.5 the hourly rate for any court appearances or cancellations.

ARTICLE 43 **CALL BACK**

43.1 Employees who have completed their work shift, left their work site and are ordered to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of the three (3) hours shall be paid at the overtime rate.

43.2 All employees who are in the facility any time prior to the start or after the end of their shift and are ordered by their supervisor to start a shift, shall receive a minimum of three (3) hours pay at the overtime rate.

At the employee's option, the employee may receive the Call Back pay as CTO or in dollars.

ARTICLE 44 **INVESTIGATIONS BUREAU**

44.1 Employees assigned to the Investigations bureau shall receive five (5) percent of their base monthly salary per month. The 5% compensation is a combination of incentive to attract employees to the Divisions, recognition for the additional requirements while assigned, and in lieu of the \$235.00 On-Call compensation.

44.2 Employees assigned to Investigations Bureau may be required to be On-Call.

44.3 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 45 **SCHOOL RESOURCE TEAM**

45.1 An officer in the School Resource Team shall be considered to be working in a uniformed assignment and be subject to the M.O.U. provisions directly applying to uniformed personnel.

ARTICLE 46 **TRAFFIC SECTION**

46.1 Employees assigned to ride a motorcycle shall receive an additional 2.5% of their base monthly salary rate or \$150.00 per month, whichever amount is greater.

46.2 Employees assigned as an Accident Investigator shall receive an additional 2.5% of their base monthly salary rate per month. Accident Investigators may be required to be on-call.

46.3 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 47 **CO-LATERAL ASSIGNMENTS**

47.1 An employee assigned to the SWAT Team shall receive compensation in the amount of three (3%) percent of monthly base salary per month. This increase in salary is intended to compensate officers for conditioning required to pass the qualifying SWAT physical test and to meet the physical nature or SWAT tasks. Should an officer receiving SWAT compensation be in an injured status for a non-industrial injury/illness that precludes the officer from maintaining the physical conditioning necessary to achieve the SWAT physical mandates, the following may occur:

A. No formal action to remove SWAT compensation shall be taken until 60 days after the officer is first on injured status. If the injured officer is unable to resume assignment activities following the 60 day period, co-lateral compensation may be removed. The Field Services Division Captain shall be responsible for administering co-lateral compensation. Any decision made by the Captain to remove co-lateral compensation may be appealed by the affected officer to the Chief of Police.

B. SWAT pay removed after the 60 day period shall be reinstated when the officer resumes full activities for the co-lateral assignment.

47.2 An employee assigned to the Crisis Negotiations Unit (CNU) shall receive compensation in the amount of three 3% percent of monthly base salary per month.

47.3 An employee assigned to the Environmental Crimes Unit (ECU) shall receive compensation in the amount of three 3% percent of monthly base salary per month.

47.4 Should an officer receiving co-lateral compensation (CNU, ECU) and be in an injured status for non-industrial injury/illness that precludes the officer from performing the duties of this assignment, the following may occur:

A. No formal action to remove co-lateral compensation shall be taken until 60 days after the officer is first on injured status. If the injured officer is unable to resume assignment activities following the 60 day period, co-lateral compensation may be removed. The Field Services Division Captain shall be responsible for administering co-lateral compensation. Any decision made by the Captain to remove co-lateral compensation may be appealed by the affected officer to the Chief of Police.

B. Co-lateral pay removed after the 60 day period shall be reinstated when the officer resumes full activities for the co-lateral assignment.

47.5 An officer may not receive more than one co-lateral pay even if they are performing more than one co-lateral duty.

47.6 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 48 **POLICE TRAINING OFFICER (PTO)**

48.1 Additional compensation in the amount of five percent (5%) of monthly base salary is provided to officers assigned as Police Training Officers (PTO). This increase in salary is intended to compensate officers for the increased responsibility and task assumption associated with training police department personnel. Should an officer receiving the PTO may be in an injured status for non-industrial injury/illness that precludes the officer from any work place activities, the following may occur:

48.2 No formal action to remove PTO compensation shall be taken until 60 days after the officer is first unable to return to the work place. If the injured officer is unable to return to the work place following the 60 day period, PTO compensation may be removed. The Police Training Program Administrator (Field Services Division Captain) shall be responsible for administering this M.O.U. provision as it relates to removal of PTO compensation. Any decision made by the Police Training Program Administrator to remove PTO compensation may be appealed by the affected officer to the Chief of Police.

48.3 PTO pay removed after the 60 day period shall be reinstated when the officer returns to work place duties, including limited duty.

48.4 For the purpose of this section, an Incident PTO shall be defined as the PTO assigned to a trainee at the time of the incident for which the trainee has been subpoenaed to court, and a Scheduled PTO shall be defined as the PTO responsible for the trainee on the date of the Trainee's scheduled court appearance.

48.5 Trainee Responsibilities: Upon being served with a subpoena, a trainee shall immediately review the training schedule, and identify the Scheduled PTO. The trainee shall make a copy of the subpoena and place it in the Scheduled PTO's mailbox. The trainee shall also leave a message in the Scheduled PTO's voicemail, which includes details of the subpoena and the date and time of appearance.

48.6 Scheduled PTO Responsibilities: When the Scheduled PTO receives notice that trainee has an upcoming court appearance, the Scheduled PTO shall contact the Incident PTO to determine if the Incident PTO is available to accompany the trainee to court. If the Incident PTO is unable to accompany the trainee to court, the Scheduled PTO's responsibility to ensure that only one PTO is assigned to accompany the trainee to court and to notify the trainee which PTO it will be.

48.7 Cancellations: Trainees shall telephone their voicemail between 1900 and 2000 hours the previous court day to check for court cancellations. Trainees shall immediately forward a voicemail message (and in any case, no later than 2000 hours the previous court day), to the assigned PTO advising them of the court appearance status.

48.8 Supervisor Review: Any PTO supervisor may cancel a PTO's required court appearance should it be determined it is in the best interests of the trainee, the Department or the PTO Program. Every effort shall be made to notify the assigned PTO, and the trainee, of the cancellations well in advance of the appearance, and consistent with the cancellation procedure set forth in this agreement.

48.9 Compensation: PTO's shall be compensated for court appearances/cancellations covered under this agreement if subpoenaed.

48.10 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 50 **CANINE OFFICER**

50.1 An employee assigned as Canine Officer shall receive specific compensation in the amount of five percent (5%) of the monthly base salary per month. This increase in compensation is intended to compensate officers for expertise of being canine handlers and in lieu of their ability to participate in seniority shift sign-up in the Field Services Division, and selection processes for other special assignments or collateral duties.

50.2 In accordance with Fair Labor Standards Act, the CITY and the ASSOCIATION agree that the average amount of time required for the proper care of, feeding, grooming, cleaning, kenneling and transporting a canine is one half (1/2) hour per day for every day the officer has the responsibility of the dog.

50.3 An employee assigned as Canine Officer shall be compensated for one half (1/2) hour per day for every day the office has the responsibility for the dog, at time and one-half (1 1/2) their regular hourly rate for the proper care of, feeding, grooming, cleaning, kenneling and transporting the canine.

50.4 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file

by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 51 **EQUESTRIAN**

51.1 An employee designated as a Mounted Enforcement Officer shall be responsible for leasing their horse to the City of Santa Rosa, Santa Rosa Police Department in accordance with the Santa Rosa Police Department Mounted Enforcement Unit Horse Lease Agreement.

51.2 The City of Santa Rosa shall provide newly assigned Mounted Enforcement Officers uniforms in accordance with Article 38 (uniforms) Section 38.5 of the current MOU between the City of Santa Rosa and the SRPOA.

51.3 The City of Santa Rosa and the Santa Rosa Police Officers' ASSOCIATION (SRPOA) agree that an employee assigned to the Equestrian Unit shall receive compensation in the amount of five percent (5%) of monthly base salary per month. This increase in salary is intended to compensate officers for the amount of time required for proper equine care. Equine care includes but is not limited to time spent in feeding, grooming, and cleaning the stable area. Should an officer receiving the Equestrian Care Compensation be in an injured status that precludes the officer from mounted enforcement duties, the following may occur:

A. No formal action to remove the equine care compensation shall be taken until sixty (60) days after the officer is first unable to return to the workplace. If the injured officer is unable to return to the workplace following the sixty (60) day period, equine care compensation may be removed. The Field Services Captain shall be responsible for administering this agreement as it relates to the removal of equestrian care compensation. Any decision made by the Captain to remove equipment care compensation may be appealed by the affected officer to the Chief of Police.

B. Equestrian Care compensation removed after the sixty (60) day period shall be reinstated when the officer returns to full workplace duties including mounted enforcement officer duties.

51.4 Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employees personnel file

by the Department. The parties agree that discretion for this assignment remains with the CITY.

ARTICLE 52 **BILINGUAL OFFICERS**

52.1 Additional pay shall be received by Officers proficient in the Spanish language and designated as bilingual.

52.2 Officers who are verbally fluent in Spanish shall receive 5% of their base monthly salary as compensation for the additional responsibilities. Officers who are not verbally fluent, but have the skill to converse in Spanish well enough to complete a basic investigation shall receive 3% of base monthly salary as compensation for the additional responsibilities. The 5% pay and 3% pay shall not be combined.

52.3 An officer receiving bilingual compensation who is in a non-industrial illness or injury status which precludes the officer from the workplace, the following may occur:

A. No formal action to remove the bilingual compensation shall be taken until 60 days after the officer is first unable to return to the workplace. If the ill or injured officer is unable to return to the workplace following the 60 days period, the bilingual compensation may be removed. The Special Services Division Captain shall be responsible for administering this M.O.U. provision as it relates to the removal of the incentive pay. Any decision by the Captain to remove the incentive pay may be appealed by the affected officer to the Chief of Police.

B. Bilingual compensation removed after the 60 day period shall be reinstated when the officer returns to workplace duties, including modified limited duty.

ARTICLE 53 **OFF-DUTY TRAINING PAY**

Off-duty training required by the CITY shall be considered hours worked for overtime purposes.

ARTICLE 54 **HOLIDAYS**

54.1 In lieu of holidays, employees shall receive a lump-sum payment, less mandatory withholdings, with the first paycheck during December of each year based on the following formula:

(Hours in a paid status/2080) x 144 hours x hourly rate of pay)

For purposes of this formula, hours in paid status equals a 40 hour week including industrial leave. For purposes of this formula, hours in paid status equal a 40 hour or alternate 37.5 hour week, including industrial leave.

54.2 The yearly holiday pay off for an employee who separates from the CITY will be calculated based on their hours in a paid status from January 1 and the date of separation.

ARTICLE 55 **SHIFT DIFFERENTIAL**

An employee working patrol or DUI/Accident Investigations, assigned to work their regularly scheduled work day, on one of the following teams:

Team 2 working Monday – Thursday from 1300 – 2300 hours

Team 3 working Monday – Thursday from 1600 – 0200 hours

Team 4 working Monday – Thursday from 2200 – 0800 hours

Team 6 working Friday – Sunday from 1300 to 0130 hours

Team 7 working Friday – Sunday from 1500 – 0330 hours

Team 8 working Friday – Sunday from 1930 – 0800 hours

DUI/Accident Investigators working Sunday through Saturday from 1600 hours to 0430 hours

shall receive an additional compensation of 3% of base salary for each hour worked between the hours of 1900 hours to 0700 hours when they are working on their regularly scheduled day.

ARTICLE 56 **RETIREMENT**

56.1 Retirement is defined as separation from the CITY and filing and qualifying with P.E.R.S. and going on the PERS retirement roll the day following the last day of paid status.

56.2 Police Officers are provided retirement benefits under the Public Employee's Retirement System as follows:

<u>Employee Type</u>	<u>Retirement Program</u>
Safety	3% at 50 Full Formula Single Highest Year

56.3 Specific details regarding each retirement program are available to employees from the Human Resources Department. The CITY shall provide each employee a description of the retirement program coverage.

56.4 The CITY shall contract with P.E.R.S. so that an employee may buy back the employee's military service as provided by Government Code Section 20930.3.

56.5 The CITY shall provide employee the fourth level of 1959 Survivor Benefits (Government Code Section 21382.4).

56.6 An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (see 25.7).

ARTICLE 57 **PERS PAYMENT**

57.1 The CITY pays a contribution of nine (9) percent of salary, as defined by the PERS Board, to partially or entirely satisfy a Police Officers requirement to make a contribution to the PERS system.

57.2 The CITY reports nine percent (9%) employer paid member contributions (EPMC) to PERS as additional compensation for retirement purposes as provided in Government Code Section 20023 (c) and is for the rate classification of Police Officer only.

57.3 The CITY's payment or "pick-up" of an employee's PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414 (h)(2) and revenue rulings related thereto, and by the California Franchise Tax board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment and the Franchise Tax Board of the IRS or the United States Department of the Treasury may alter the current revenue rulings either buy other rulings or by issuing new regulations.

57.4 The ASSOCIATION shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability including, but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, Unit members or their heirs, successors or assigns arising out of this Agreement to pay or partially pay or "pick-up" an employee's contribution to PERS.

ARTICLE 58 INSURANCE PROGRAMS

The CITY shall provide the insurance programs described within this Agreement. The parties agree, the CITY has the right to provide these insurance programs by self-insurance, through an insurance company or by any other method.

ARTICLE 59 HEALTH INSURANCE

59.1 Subject to the provisions of Article 57, the CITY shall offer an employee and dependents, including qualified domestic partners who qualify under PERS, a health insurance program through the PERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

59.2 The CITY contribution to health insurance for active employees will be the minimum contribution required by CalPERS as listed below:

Effective January 1, 2009	\$101.00
Effective January 1, 2010	\$105.00
Effective January 1, 2011	(as set by PERS)

59.3 The total CITY allowance for active employees shall be equal to the Northern California PERS Kaiser rate beginning July 2009 and adjusted each January to equal the new Northern California PERS Kaiser rate for the term of the contract.

59.4 Effective January 1, 2010 and January 1, 2011, the Additional CITY Contribution shall be determined by taking the Northern California PERS Kaiser premium rates at each level of coverage and subtracting the CITY health insurance contribution. The following chart shows the January 2009 rates. These rates shall change January 1, 2010 and January 1, 2011.

Coverage Level	City Contribution to Health Insurance (CALPERS Required)	Additional City Contribution	Total City Allowance = to Northern California PERS Kaiser Rate
Single	\$101.00	\$407.30	\$508.30
Employee with one dependent	\$101.00	\$915.60	\$1016.60
Employee with two or more dependents	\$101.00	\$1220.58	\$1321.58

59.4 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS through the Human Resources Department. Such waiver shall only be granted if the employee shows proof other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within 30 (thirty) days after termination of such coverage.

59.5 The CITY shall provide an additional CITY contribution over and above the PERS health insurance contribution to employee base on their family status. Employees who do not use their allowance for health insurance (subject to 59.3 above) may choose to have the unused amount equal to the CITY's additional allowance for single (\$407.30 as adjusted annually above) contributed to the Dependent Care spending option in the CITY's flexible benefit plan (section 125) or they may take a taxable cash contribution of \$200. That portion of the allowance not utilized by the employee shall remain with the CITY.

59.6 That portion of PERS plan costs that exceed the amount of the CITY allowance shall be paid by the employee through automatic pre-tax payroll deduction.

59.7 Subject to the provisions of Article 63, retirees are eligible for health insurance through PERS. For retirees, the CITY has elected the unequal contribution option. This means the CITY contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

59.8 Police Officer On-Duty Death

If a Police Officer dies as a result of an injury or illness sustained during the course and scope of employment activities, the CITY shall provide health benefits as prescribed by law to the employee's spouse or qualified domestic partner by continuing payment of the PERS Kaiser rate for the PERS health insurance program for the employee's spouse or qualified domestic partner until the spouse's remarriage, age 55 or coverage by a health plan provided by other than the CITY, and for the employee's

dependent children as long as they are still eligible to be carried as dependents on the policy.

ARTICLE 60 **DENTAL INSURANCE**

The CITY shall offer an employee and dependents, including qualified domestic partners, a dental insurance program under the terms as set forth below. The parties agree that the CITY has the right to provide these insurance programs by self insurance, through an insurance company or by any other method.

The CITY shall contribute the full amount of the premium at each level (employee only, employee plus one, and family) for Delta Dental Plan #3066-0018 for the first and second years of this contract (fiscal years 2009-10 and 2010-11).

A description of benefits for this program can be found at the following link:
<http://cityweb.srcity.org/departments/riskmanage/Documents/Delta%20Dental%20Group%203066-0018%20Summary.pdf>

ARTICLE 61 **LIFE INSURANCE**

The CITY shall provide term life insurance coverage in the amount of \$10,000 for each employee. Additional term life insurance up to \$50,000 may be purchased by each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance may also be purchased through payroll deduction. The amount of spouse or domestic partner life insurance may not exceed 50% of the amount of supplemental insurance the employee purchases on him or herself. Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier.

The CITY shall provide each employee under this program with a summary description of the program. Upon request by the employee, the CITY shall provide details of the employee's personal level of coverage.

ARTICLE 62 **LONG TERM DISABILITY**

A long term disability insurance program offered through the ASSOCIATION shall be provided to employees under the terms set forth below:

The employee shall contribute \$19.50 towards this program on an after-tax basis. The employee's contribution toward this program's total premium cost is available to an employee who utilizes and does make, through payroll deduction, monthly payments. This benefit shall only be provided for those employees who enroll in this program.

The employee shall pay the increased premium costs of the current insurance plan.

ARTICLE 63 **ADDITIONAL INSURANCE PLANS**

The CITY shall deduct premium costs from an employee's paycheck for additional insurance plans in amounts and for plans that have been arranged by the CITY at the employee's request.

ARTICLE 64 **RETIRED EMPLOYEES HEALTH INSURANCE**

64.1 Employees who retire from the CITY may continue their Health Insurance Program coverage by the payment of appropriate premiums to the provider in advance of such coverage on a monthly basis. The employee shall be enrolled in the desired Health Insurance Program at the time of retirement in order to qualify for the conversion privilege.

64.2 A Retiree Medical Benefits Plan based on CITY contributions to an irrevocable retiree health benefit trust will be established in a timely manner. (Refer to Article 64.4). The plan will cover employees who were active members of the CITY's retirement plan on or after July 1, 2005 based on eligibility rules established by the ASSOCIATION.

64.3

a) Effective on July 1, 2006 an amount equal to three percent (3%) of base pay, P.O.S.T. certification pay (Article 37) and Motorcycle assignment pay (Article 46) was contributed by the CITY monthly to fund this program.

b) Effective July 1, 2007, an additional .25% for a total of 3.25% of base pay, P.O.S.T. certification pay (Article 37) and Motorcycle assignment pay (Article 46) was contributed by the City monthly to fund this program.

c) Effective on the first Sunday in July 2009, the City monthly contribution will be equal to 3.25% of the top step Police Officer base pay.

These contributions are being held in a separate account until they are transferred to the trust established by agreement between the ASSOCIATION and the CITY. While held by the CITY, funds will be credited with the CITY's interest rate on the pooled investment portfolio. The CITY shall be entitled to charge the plan its actual administrative costs for administering the plan. The CITY reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan. The CITY agrees to consult with the POA and consider its input prior to selection of an outside administrator.

64.4 The ASSOCIATION and the CITY along with the PMA intend to establish the Trust to be approved by Council, and move the funds no later than June 30, 2009.

64.5 The level and timing of benefits will be based on an independent actuarial analysis. Administrative costs of the plan will be paid from funds currently held by the City and/or by the trust, once established. For retirees covered by PERS' PEMHCA plan the CITY will consider reports issued by PERS for retiree health premiums as adequate documentation for the retiree medical plan costs for the amount paid to PERS.

64.6 Should there be any inconsistencies or disagreements between the POA and the PMA regarding the administration of this Retiree Health Stipend; it shall be the responsibility of the respective units to come to mutual agreement.

ARTICLE 65 **VISION CARE**

65.1 The CITY shall offer an employee and dependents, including qualified domestic partners, a vision care program under the terms as set forth below. The parties agree that the CITY has the right to provide these insurance programs by self-insurance, through an insurance company, or by any other method. The CITY shall contribute the full amount of the premium at each level (employee only, employee plus one, and family) for VSP Plan #101620-0007 for the first and second years of the contract.

65.2 A summary description of the program is posted on the City's website at

<http://cityweb.srcity.org/departments/riskmanage/Documents/VSP%20Benefits%20Summary-Units%203-7,%209-14.pdf>. An individual copy will be provided upon request.

Copies are also available on the internet on Mybenergy.com – employees must enter login: sr5 and enter password: wecare.

ARTICLE 66 **MASTER POLICE OFFICER**

66.1 Officers who qualify as a Master Police Officer (MPO) shall receive four percent (4%) of monthly base salary per month.

66.2 In order to qualify for Master Police Officer (MPO) pay, the Officer must submit a Santa Rosa Police Department's MPO Application and meet the following criteria:

66.2.1 The Officer must have twenty (20) years of experience as a California sworn peace officer. All qualifying work experience shall be qualitatively comparable to type of assignments performed in the Santa Rosa Police Department.

66.2.2 The officer must meet satisfactory performance standards, demonstrated by the Officer's pay being at top step of the range at the time of application, and the Officer must meet the minimum experience and training qualifications described for either Article 65.2.3 or 65.2.4 below.

66.2.3 The Officer shall possess an Advanced POST Certificate and a Bachelor's Degree and have 84 months of special assignment and/or collateral duty experience with a minimum of 36 months of special assignment completed. Qualifying special assignments and collateral duties can be found on the Santa Rosa Police Department MPO Criteria and Application Form.

66.2.4 The officer shall possess an Intermediate POST Certificate, and have fifteen (15) semester units and have one hundred and twenty (120) months of special assignment and/or collateral duty experience with a minimum of 60 months of special assignment completed. Qualifying special assignments and collateral duties can be found on the Santa Rosa Police Department MPO Criteria and Application form.

66.3 If the Santa Rosa Police Department creates any additional special assignments during the term of this contract the CITY agrees to meet and confer with the POA to determine if the newly created assignment(s) will count toward the MPO program.

ARTICLE 67 RECOMMENDATION


The CITY's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the ASSOCIATION's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the CITY's Unit #5 – Police Officers.


Meet and Confer Committee


Meet and Confer Committee

SANTA ROSA POLICE OFFICERS' ASSOCIATION

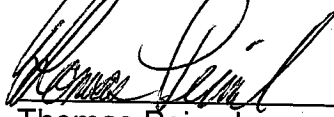
CITY OF SANTA ROSA

 4-27-09
Kenneth Johnson Date


 8/3/09
Fran Elm Date

 4-27-09
Bradley Conners Date

 6-4-09
Gary Negri Date

 4/27/09
Thomas Peirsol Date

 7/10/09
Brian Cochran Date

 4/27/09
Alan Schellerup Date

RATIFICATION

Ratified:

SANTA ROSA POLICE
OFFICERS ASSOCIATION

By: *Kenneth Johnson* 6-2-09
Kenneth Johnson Date
President

Ratified:

CITY OF SANTA ROSA

By: *Susan Gorin*
Susan Gorin Date
Mayor

Resolution No. 27361

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