

City of Pismo Beach

**POA MOU FYs 17-19**  
**For Three Fiscal Years FY 17 through FY 19**

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**MEMORANDUM OF UNDERSTANDING (“MOU”)  
BETWEEN**

**THE CITY OF PISMO BEACH, CALIFORNIA  
(HEREINAFTER CALLED “CITY”)**

**AND**

**THE PISMO BEACH POLICE OFFICERS ASSOCIATION  
(HEREINAFTER CALLED “ASSOCIATION” or “POA”)**

PREAMBLE

**WHEREAS**, pursuant to California law, the City, acting by and through its Municipal Employee Relations Officer, duly appointed by the governing body of said City and the representatives of the Association, a duly recognized employee organization, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours and other items and conditions of employment for the three-year period comprised of the three Fiscal Years FY 17 through FY 19 (July 1, 2016 through June 30, 2019); and

**WHEREAS**, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the Association; and

**WHEREAS**, Government Code Sections 3300 and 3500 et. seq. are incorporated herein by reference; and

**WHEREAS**, the representatives of the City and the Association desire to reduce their agreements to writing,

**NOW, THEREFORE**, the parties (the City and the Association) agree as follows:

**ARTICLE 1  
REPRESENTATIONAL UNIT**

It is recognized pursuant to the City's employer-employee relations Resolution #R-85-8, that the Association is the only employee organization entitled to meet and confer in good faith on matters within the scope of representation on behalf of its member employees in the Police Unit. Classifications represented include Sworn Employees: Police Officer, Police Corporal, Police Sergeant; and Non-sworn Employees: Police Support Service Supervisor, Public Safety Dispatcher, Senior Public Safety Dispatcher, and Community Services Officer.

**ARTICLE 2  
EQUAL OPPORTUNITY EMPLOYMENT**

Equal Opportunity Employment has been defined in Section 3.0 of the City's Personnel Rules and Regulations.

**ARTICLE 3  
ADA**

Americans with Disabilities Act, California Fair Employment and Housing Act and a Reasonable Accommodation Policy has been defined in Section 3.02 of the City's Personnel Rules and Regulations.

**ARTICLE 4  
MANAGEMENT RIGHTS**

In order to ensure that the City shall continue to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Pismo Beach, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Personnel Rules and Regulations Ordinance and including but not limited to the following rights:

1. To manage the Police Division and determine policies and procedures and the right to manage the affairs of the Division.
2. To determine the existence or nonexistence of facts which are the basis of the management decision in compliance with State law.
3. To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other government jurisdiction and to expand or diminish police services.

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4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Division and/or City Rules, Regulations and Ordinances.
5. To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of police services to be provided to the public.
6. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Police Division because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the City.
8. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate and assign work by which the City police operations and services are to be conducted.
9. To determine method of financing.
10. To plan, determine, and manage the division's budget which includes, but is not limited to, changes in the number of relocations, and types of operations, processes and materials to be used in carrying all Police Division functions and the right to contract or subcontract any work or operations of the Police Division.
11. To determine the size and composition of the Police Division work force, assign work to employees of the Police Division in accordance with requirements determined by the Police Division and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with division and/or City Rules and Regulations.
14. To determine the issues of public policy and the overall goals and objectives of the Police Division and to take necessary action to achieve the goals and objectives of the Police Division.

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15. To hire, transfer intra or inter Division, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Division and/or City Rules, Regulations and Ordinances.
16. To determine policies, procedures and standards for recruiting, selecting, training and promoting employees.
17. To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
18. To maintain order and efficiency in police facilities and operation.
19. To restrict the activity of an employee organization on City facilities except as set forth in this agreement.
20. To take any and all necessary steps and actions to carry out the service requirement and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

### **Authority of Third Party Neutral –Regarding City’s Management Rights**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. Except as provided by state or federal law applicable to the City of Pismo Beach, no third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

### **ARTICLE 5 NO STRIKE OR LOCKOUT**

The City and the Association agree that during the term of this Agreement the City will not lockout employees and the Association will not engage in labor practices detrimental to providing services to the citizens of Pismo Beach or detrimental to the interest of the City, nor will the Association sanction, support, condone, approve, or engage in any strike, sick-in, slowdown, work stoppage, or speed-up. The City and the Association further agree that all matters of controversy coming within the scope of this agreement will be settled by established grievance procedures. The Association acknowledges that violation of the above shall be just cause for disciplinary action, including termination.

**ARTICLE 6  
EXISTING CONDITIONS OF EMPLOYMENT**

Except as expressly provided herein, the adoption of this Memorandum of Understanding shall not change the existing benefits, and terms and conditions of employment which are provided for in the various Ordinances and Resolutions of the City of Pismo Beach. Where conflict exists between the City ordinances and resolutions relating to this Memorandum of Understanding, this Memorandum of Understanding will take precedence.

**ARTICLE 7  
ASSOCIATION RELEASE TIME**

The City and the Association agree that the Association officers and representatives will be allowed to meet with City management on City time for the purpose of meeting and conferring in good faith. The release time will include time to caucus during meetings with City management but will not include time to prepare for these meetings. The Association may designate up to three representatives.

**ARTICLE 8  
SALARY SCHEDULE**

Classifications represented by Union are currently assigned to the salary ranges on the attached salary schedule (Schedule "A") as indicated below.

<b>CLASSIFICATION</b>	<b>SALARY RANGE</b>
Public Safety Dispatcher	18
Community Services Officer	19
Senior Public Safety Dispatcher	22
Police Support Services Supervisor	28
Police Officer	31
Police Corporal	35
Police Sergeant	42

- A. Effective the first full pay period in July of 2016, all classifications in the unit shall receive a 5% equity adjustment. Classifications represented by the Union shall be assigned to the salary ranges on the attached salary schedule (Schedule "A") as indicated below to reflect the 5% adjustment:

<b>CLASSIFICATION</b>	<b>SALARY RANGE NON-SWORN</b>
Public Safety Dispatcher	20
Community Services Officer	21
Senior Public Safety Dispatcher	24
Police Support Services Supervisor	30
<b>CLASSIFICATION</b>	<b>SALARY RANGE SWORN</b>

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Police Officer	33
Police Corporal	37
Police Sergeant	44

In addition to a salary increase of 3% which is reflected in the salary schedule attached as "Schedule A".

- B. Effective with the first full pay period in July of each subsequent contract year, all classifications in the unit shall receive the salary increases as indicated, which are reflected in the salary schedules attached as "Schedule B" and "Schedule C".

July 2017	2%
July 2018	3%

**ARTICLE 9  
PISMO BEACH COMPENSATION PLAN**

The salary schedule attached as "Exhibit A" includes 5% increases between steps A through E for each salary range. Steps A through E are further described below:

- A. Step A is the minimum rate and is normally the hiring rate for the class with the employee remaining in this step during the one-year probationary period. In the case where a person of unusual qualifications is engaged, the personnel officer may authorize hiring at an appropriate step within the established salary range.
- B. Step B is an incentive adjustment to encourage an employee to improve the quality of his/her work. An employee is eligible for this step after one year of service at the preceding step and has received a "meets" or "exceeds standards" in their performance evaluation, or has unusual qualifications or has demonstrated the same to be eligible for this step.
- C. Step C is awarded to an employee who has proven to be fully qualified, experienced and conscientious. An employee is eligible for this step after one year of service at the preceding step and has received a "meets" or "exceeds standards" in their performance evaluation.
- D. Step D is awarded to an employee whose job performance clearly "meets" or "exceeds standards". An employee is eligible for this step after one year of service at the preceding step.
- E. Step E is awarded to an employee whose job performance clearly "meets" or "exceeds standards" on a sustained basis. An employee is eligible for this step after one of service at the preceding step. This



step may be withdrawn when an employee's job performance fails to maintain a "meets" or "exceeds standards" on a sustained basis.

Step increases shall be given only upon the written recommendation of the department head and the written approval of the personnel officer. The department head's recommendation must be accompanied by a current and appropriately signed performance evaluation form. Performance evaluations may be called for at any time by the department head or personnel officer. Performance evaluations shall be provided at least annually.

In the event an employee is away from work on an extended unpaid leave of more than twenty eight (28) consecutive calendar days, the eligibility date for considering a merit step pay increase for such employee shall be extended by an equal number of days. In such instance, credit shall be granted for limited work which the employee may have performed at home during such extended leave.

## **ARTICLE 10 RETIREMENT BENEFITS**

### **A. SWORN EMPLOYEES:**

1. The City provides Sworn Safety unit employees hired before December 17, 2012, retirement coverage through the Public Employee's Retirement System (PERS), specifically the PERS Benefit Description: "3% at 50 Modified Formula" and "One-Year Final Compensation". The Employee will pay the total 9% sworn Member Contribution plus 3% Employer contribution.
2. The City provides Sworn Safety police members hired after December 17, 2012, who qualify as a PERS "Classic" member under the new Public Employees' Pension Reform Act ("PEPRA") the retirement formula under Government Code Section 21363.1 (3% @55), modified for Social Security for Police Safety Employees. This formula shall be based upon highest average full-time monthly pay rate for a 3-year period. The Employee will pay the total 9% sworn member contribution plus 3% Employer contribution.
3. The City provides Sworn Safety police unit employees hired after January 1, 2013 who do not qualify for Pension Reciprocity pursuant to Government Code Section 7522.02(c), retirement coverage through the PERS retirement formula (2.7% @ 57 formula). This formula shall be based upon highest average full time monthly pay rate for a 3-year period.

Employees shall pay the full employee's share of Public Employees' Retirement employee contribution as determined by PERS; the City shall not pick up any portion of the required employee contribution. Under this retirement benefit (2.7% @ 57) the employee pays the full 11.50% PERS employee Member Contribution plus 0.5% of the Employer Contribution.

For “new” Sworn Safety employees the total twelve percent (12%) employee contribution shall consist of the full eleven and one half percent (11.50%) employee Member Contribution plus one half of a percentage point (0.50%) of the total employer contribution percentage. For “new” Sworn Safety employees, should the employee contribution rate increase as defined by PEPRA, the employee will pay 12% per the terms of this agreement or the rate defined under PEPRA, whichever is greater.

B. NON-SWORN EMPLOYEES:

1. The City provides unit Non-sworn Employees hired before December 17, 2012, with retirement benefits through the Public Employee's Retirement System (PERS) at a "2.5@ 55" modified formula, which includes the PERS Benefit Description: “One Year Final Compensation”. Of the 8% Member Contribution, the employee pays 8% of the PERS employee Member Contribution and the City pays 0%.
2. The City provides PERS Miscellaneous Non-Sworn unit employees hired after December 17, 2012, who qualify as a PERS “Classic” member under the new Public Employees’ Pension Reform Act (“PEPRA”) retirement coverage through the Public Employees Retirement System (“PERS”) Government Code Section 21353 (2% @60) for Miscellaneous Employees. This formula shall be based upon highest average full-time monthly pay rate for a 3-year period. Employees with the 2% @ 60 modified formula pay the full 7% PERS employee Member Contribution plus 1.0% of the City contribution.
3. The City provides PERS Miscellaneous unit employees hired after January 1, 2013 who do not qualify for Pension Reciprocity pursuant to Government Code Section 7522.02(c), the City shall provide retirement coverage through the PERS retirement formula under Government Code 7522.20 (2%@62 formula). This formula shall be based upon highest average full time monthly pay rate for a 3-year period.

Employees pay the full employee’s share of Public Employees’ Retirement employee contribution as determined by PERS; the City shall not pick up any portion of the required employee contribution. Under this retirement benefit (2% @ 62) the employee pays the full 6.25% PERS employee Member Contribution plus 1.75% of the City Contribution. For “new” Miscellaneous employees, should the employee contribution rate increase as defined by PEPRA, the employee will pay the employee contribution, plus 1.75%.

For “new” employees the total eight percent (8%) employee contribution shall consist of the full six and one quarter percent (6.25%) employee Member Contribution plus one and three quarters percentage point (1.75%) of the total

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employer contribution percentage. For “new” employees, should the employee contribution rate increase, the employee will pay 8% per the terms of this agreement or the rate defined under PEPRA, whichever is greater.

### C. ALL UNIT EMPLOYEES

The City has amended the Retirement Contract with PERS to allow the additional Cost Sharing contribution by the employees (the amounts contributed by employees above the Member Contribution) to be credited to the employee’s PERS account as a normal contribution and the additional amount will be reported as tax deferred compensation in accordance to IRC 414(h)(2).

**ARTICLE 11  
EXTRA COMPENSATION**

**A. Post Educational Incentive Program**

**Purpose**

The purpose of the educational incentive program is to motivate unit employees to achieve higher educational and professional law enforcement-related standards, and enhance career development. Additionally, this program is predicated upon a combination of appropriate educational training and experience as established by standards set forth by POST.

**Compensation**

1. Sworn personnel who possess a POST Intermediate Certificate shall receive \$180 compensation per month above their base salary.

Sworn personnel who possess a POST Intermediate and Advanced Certificate shall receive \$360 compensation per month above their base salary.

**B. Special Duty Assignments**

**1. Motorcycle Duty**

**Purpose**

The purpose of the motorcycle duty assignment is to provide the Police Department with selected qualified unit employees who are responsible for performing selected traffic enforcement, direction, and control.

Unit employees assigned to motorcycle duty must demonstrate a proficiency to operate a motorcycle as required by management, and will be required to obtain and maintain specialized skills which are unique to motorcycle duty.

**Compensation**

Unit employees who are assigned to motorcycle duty will receive extra compensation in the amount of \$180 per month above the base salary.

This extra compensation is granted in recognition of the assigned duties and responsibilities of the motorcycle duty assignment, including any time spent taking the motorcycle home and on maintenance and cleaning performed by the employee

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on the motorcycle.

### 2. K-9 Duty

#### Purpose

The purpose of the K-9 program is to enhance general and specialized law enforcement patrol through the efficient use of canine service teams in the areas of crime prevention, crime suppression, criminal field investigation, officer/citizen safety, and community relations, with minimal commitment of additional resources.

#### Compensation

Unit employees who are assigned to K-9 Duty shall receive extra compensation in the amount of \$180 per month above the base salary.

This compensation is granted in recognition of the assigned duties and responsibilities of the K-9 assignment including any time spent by the employee on or off-duty in the care and maintenance of assigned animals.

### 3. Special Weapons and Tactics ("SWAT Team") Duty

#### Purpose

The purpose of SWAT Team special duty is to prepare for situations when Special Weapons and Tactics may be needed, and be a part of the Regional SWAT Team.

#### Compensation

The Police Chief will assign up to four unit employees to SWAT Team Duty. Unit employees so assigned shall receive extra compensation in the amount of \$50 per month above their base salary during said assignment. This compensation is contingent upon the assigned officer being a member in good standing on the Regional Swat Team.

### 4. Training Officer and Dispatch Trainer Duty

#### Purpose

The purpose of the Training Officer and Dispatch Trainers is to provide training, orientation and evaluation to employees as assigned.

#### Compensation

The Chief of Police will assign unit employees to training responsibilities. The Training Officer / Dispatch Trainer will receive extra compensation of \$1.50 per

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hour. This compensation will be for the actual time in training in which the officer is assigned for specific training.

### 5. Officer in Charge Pay Purpose

The purpose of the Officer in Charge Duty is to provide coverage, through a Police Officer position, as the acting Watch Commander in the absence of a Corporal or Sergeant to fill the position.

### Compensation

Police Management will assign a Police Officer to act as the Officer in Charge. The Police Officer performing duties as the Acting Officer in Charge will receive an additional \$1.50 per hour. This compensation will be for the actual time performing duties as the Officer in Charge.

### 6. Bilingual Pay

Those City employees who assist non-English speaking persons who are having difficulties conducting business with the City and who are called upon to provide their assistance, shall receive \$100 per month for their special work assignment following their designation by the City Manager. Bilingual Pay will be considered for proficiency in a foreign language that will meet the needs of the City's residence and visitors. Such designated employees shall be required to demonstrate their knowledge of and competence in a specified foreign language through a certification process to the satisfaction of the City Manager.

### 7. Emergency Medical Dispatcher (EMD) Pay

An emergency medical dispatcher is a professional tele communicator, tasked with the gathering of information related to medical emergencies, the provision of assistance and instructions by voice, prior to the arrival of emergency medical services, and the dispatching and support of EMS resources responding to an emergency call. Employees holding a valid EMD certification will receive \$100 per month while maintaining their certification.

## C. Extra Compensation Limitation

1. This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to these special assignments.
2. However, should an employee assigned to a special duty be unable to perform that function due to a non-job related illness or injury for a period of 15 working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first 15 working days and until the day he/she returned to this full-duty assignment.

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3. Temporary Assignments: Those assignments as mentioned above are temporary assignments and not a separate job classification. It is not a property right and may be revoked at anytime for job-related reasons or operational necessity or any other reason as deemed appropriate by the Department Head or City Manager.
4. When temporarily assigned to a higher job classification, an employee shall receive pay at the "A" step of the higher classification to which assigned, or an additional 5% above the employee's regular rate of pay whichever is higher.
5. Employees are eligible for extra compensation for work in a higher job classification beginning on the first day of such assignment and continuing until the termination of the assignment only when such assignment is made on a formal basis and when the assignment is for a period of not less than fifteen (15) working days.
6. The extra compensation will terminate at either the end of the assignment, or in the case of an employee covering for a job classification that is vacant; the compensation will terminate on or before 14 days from the job classification being filled.

**ARTICLE 12  
WORK PERIODS, SCHEDULES AND OVERTIME**

A. Work Periods

1. The work period for sworn unit employees shall be a fixed and regularly recurring period of time consisting of fourteen (14) consecutive 24-hour days. The fourteen-day work period shall begin on Monday morning at 12:01 a.m. and end fourteen days later on Sunday night at 12:00 p.m.
2. The work period for non-sworn unit employees shall be a fixed and regularly recurring period of time consisting of seven (7) days. The seven-day work period shall begin on Monday morning at 12:01 a.m. and end seven days later on Sunday night at 12:00 p.m. Other work periods particularly for dispatchers could be approved if deemed to be in the best interest of the City.

B. Daily Work Schedules

1. Work Schedules for Uniform Services: Sworn and Non-Sworn

a. Because there is a variety of work shifts including, but not limited to 3/12, 4/10, 5/9, 5/8 plans, the daily work schedule will consist of the normal number of hours for that assigned shift i.e., 12, 10, 9, or 8 hours. This is inclusive of breaks and a forty-five (45) minute meal break.

b. Employees both sworn and non-sworn assigned to uniform services are considered to have already been compensated for their meal breaks, and if they are unable to take their meal break, they shall not receive further compensation. Unit employees will have the opportunity for meal break within their work schedule unless circumstances prevent it.

2. Work Schedule - other than uniform services: The daily work schedule for unit employees assigned either permanently or temporarily to: Administration, and / or any special assignment or seasonal assignment as deemed necessary by police management, will consist of the normal number of hours for that assigned shift, i.e., 12, 10, 9, or 8 hours, inclusive of breaks, exclusive of the meal break. This section will not apply to sworn personnel.

3. Work schedules may be modified and/or adjusted by management in order to accommodate further scheduling by assignment to other deployment shifts, i.e., 3/12 or 4/10 programs (alternative scheduling).



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### C. Special Work Periods

1. Recall Work: work (time) performed by a unit employee who is scheduled to be off-duty, but is ordered to duty. Recall work is of two kinds:
  - a. Regular recall work: work performed by an off-duty employee for the purposes of maintaining necessary staffing levels, when the order to work is given while the employee is on duty.
  - b. Emergency recall work: work performed by a unit employee who is off duty and who is ordered to duty immediately to maintain necessary staffing levels, or when it is deemed necessary or advisable to properly handle an emergency incident or incidents.
    1. Unit employees shall be credited a minimum of two (2) hours worked, inclusive of one (1) hour of travel time, for Emergency recall work.
    2. For travel to work for each Emergency recall, employees shall be credited one hour of time worked.
    3. Travel time returning home shall not be considered work time.
2. Extended Shift Work: time worked by unit employees beyond their normal assigned shifts for the completion of work assigned.
3. Special Detail Work: work performed by a unit employee during off-duty hours involving duty at parades and other public or civic events, and private contract work authorized by Police management.
4. Training Time: work time spent by unit employees during off-duty attending mandatory training. However, time spent for non-classroom study and/or assignments, meals, sleep time and travel time – except as required by the Fair Labor Standards Act - shall be considered non-work time.

A unit employee shall receive two (2) hours minimum to attend off-duty training. This two hour minimum provision will not apply if the training is attended contiguous to the workday.

5. Court Time - "Go Subpoenas": Court time is work time required of a unit employee to attend court in response to a "go" subpoena, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City.

A police officer shall receive three (3) hours minimum to be present in court. If the

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officer is required to be present both before and after lunch, the officer shall receive a total of six (6) hours minimum. If the actual time in court is greater than the minimum, or the sum of the minimums – whichever management deems appropriate, the officer will be paid the greater amount of time.

6. Court "Stand-by" or "On-Call" Time is non-work time required of an off-duty unit employee.

A unit employee placed on court standby time "on call" during off-duty time is required to provide a telephone number at which the employee is readily accessible, or arrange to be readily accessible by other methods approved in advance by management. The employee must be able to appear at court in a reasonable amount of time if so ordered by the court of administrative tribunal.

When an officer is required to stand-by the employee's residence, the employee shall be paid a minimum stipend of two (2) hours at straight time.

### D. Time Worked (and Time NOT Worked)

1. All time actively engaged in performance of duties shall be considered as time worked
2. The following activities shall be considered as time NOT worked for the purpose of calculating overtime, except as provided for in this Agreement, or by the Fair Labor Standards Act ("FLSA").
  - a. Meal breaks - except as authorized by this Agreement.
  - b. All travel time to work and returning home by any mode or vehicle.
  - c. All time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
  - d. All time putting on and taking off uniforms.
  - e. All time for personal preparation and clean-up.
  - f. All off-duty time spent in vehicle or equipment maintenance.
  - g. Any and all other time which has been compensated, including, but not limited to: Vacation, holidays, court stand-by or on call, sick leave, IOD, family leave time, jury duty, bereavement leave, and compensatory time off.

5. Overtime

A. Overtime Definition

The City shall administer all overtime pay provisions consistent with the Fair Labor Standards Act (FLSA). While the City will continue to pay overtime for hours worked over the 80 hours per pay period for sworn employees in a 14-day work period, the City will continue to follow the FLSA 7(k) exemption. The City will pay overtime for hours in excess of 40 hours worked in a work week for non-sworn employees. Only time worked shall be used to calculate overtime, except that two personal holidays per year will be counted as time worked for calculating overtime. Compensatory time off and other forms of paid leave shall not be counted for this purpose.

B. No Pyramiding of Overtime

All time worked by unit employees which has already been compensated as overtime shall not apply towards time worked for additional overtime compensation.

C. Overtime Pay:

Overtime Pay shall be 1.5 times the employee's regular hourly rate of pay.

D. Compensatory ("Comp") Time in lieu of Overtime Pay:

1. In lieu of Overtime Pay, unit employees may choose to be compensated for overtime by the accumulation of compensatory time at the rate of 1.5 hours of comp time earned for each Overtime hour worked, but not paid.
2. Unit employees may accumulate up to a maximum total of 100 comp time hours as of the end of a pay period. Whenever an employee's current balance of accumulated comp time exceeds 100 hours as of the end of a pay period, on the employee's payroll check immediately following the end of said pay period, the comp time in excess of 100 hours shall be paid out at the rate of the employee's current regular hourly rate (as of the last day in the pay period) multiplied by the employee's accumulated comp time in excess of 100 hours. The excess comp time so paid out shall be simultaneously subtracted from the employee's comp time balance.
3. At the mutual convenience of management and employee, the employee may use accumulated comp time as paid leave on a straight time hour-for-hour basis. All comp time utilized as paid leave shall be simultaneously debited (subtracted) from the employee's comp time balance.
4. The City shall retain the power to limit overtime pay to that amount budgeted for that purpose or to limit the compensatory time accrued by an individual officer.

**ARTICLE 13  
HEALTH AND LIFE INSURANCE BENEFITS**

The Association and the City agree that the City will make available for employees a Health Plan that includes insurance for Medical, Dental and Vision care.

**A. CITY'S CAFETERIA PLAN**

1. Effective January 1, 2010 the City implemented a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance shall be a dollar amount equal to the amounts defined below, which includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution, for an Employee, an Employee & One Dependent or an Employee & Two or More Dependents.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits such as medical, dental, and vision insurance coverage, or any other benefits the City may offer from time to time, or may be converted to taxable income.

2. There shall be an open enrollment period once each year prior to the insurance policy anniversary date to allow for changes in coverage.
3. The City shall continue to provide, for the duration of this Agreement, a term life insurance policy covering the employee equal in value to \$50,000. Said policy shall also include a double indemnity coverage benefit of \$100,000 for accidental death or dismemberment. The City will pay 100% of the premium cost for employee and dependent coverage for said insurance.

**4. City Flex Dollar Contributions**

In each of the contract years, the City's flex dollar allowance will be established based on the following amounts for health, dental and vision. The amounts include the PEMHCA minimum contribution.

The current rates for employee only is equal to \$752.83; employee plus 1 dependent is equal to \$1199.02; employee plus children is equal to \$1562.93; and employee plus family is equal to \$1593.93. Effective the first payroll dates in December in each contract year (December 2016, December 2017 and December 2018), all employees will receive an additional amount towards the Health Insurance based on the following schedule:

Additional \$65 for employee

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Additional \$130 for employee plus one dependent  
Additional \$170 for employee plus children or family

In the event that different levels of dependent coverage are selected for dental and vision care than for medical coverage, the amount of dental and vision coverage shall be calculated based on the level of benefit selected by the employee and that amount shall be subtracted from the level of medical coverage selected. For example, if an employee selects "Employee Plus Family" dental and vision coverage, and "Employee Only" medical coverage, 100% of the cost of the full family dental and vision coverage shall be subtracted from the Employee Only maximum coverage level to determine the employee deduction for total health and welfare coverage. This same calculation shall be used to determine the amount of Employee Only medical redirect that may be paid pursuant to Section 5, below.

### 5. Medical Redirect

If an employee has health, dental and vision insurance coverage through a spouse/dependent or a former employer and provides proof of other coverage to the Human Resources Department, the employee may elect to waive the City's health insurance coverage and elect to use flex dollars, equal to the amount defined for employee only coverage of health, dental and vision, in accordance with the terms of the cafeteria plan, or the amount may be converted to taxable income.

See Section 4, above, for the calculation if an employee has selected different levels of dependent coverage for dental and vision than for medical coverage.

### 6. Benefit Changes

In the event that any of the medical, dental, vision care or life insurance benefits in force as of the effective date of this Agreement, and for which the City has control, are reduced or eliminated as a result of changes in benefit provider, the parties shall meet and confer for the purpose of replacing any benefits so reduced or eliminated with, to the maximum extent possible, benefits equivalent to those reduced or eliminated.

### 7. Affordable Care Act (ACA)

Parties agree to Meet and Confer during the term of this agreement should language or benefit changes be required to meet compliance requirements under the ACA.

Additionally, the parties agree to Meet and Confer during the term of this agreement to explore alternatives to the current health care provider.

**ARTICLE 14  
HEALTH COVERAGE FOR RETIRED EMPLOYEES**

**A. RETIREE HEALTH COVERAGE**

Employees represented by the Union who retire from the California Public Employees Retirement System (CalPERS) within 120 days of leaving their position with the City are eligible to continue in the City's retiree group health insurance program offered through Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution towards retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS from time to time.

**B. LONGEVITY PAYMENTS**

The City shall make a longevity payment to an employee who retires from the City as described in this Section and who qualifies for and exercises their right through PERS to receive the City's retiree group health insurance. The City shall make a longevity payment on a monthly basis to the retiree's Retiree Healthcare Reimbursement trust (Retiree HRA trust).

The City's monthly contribution to the Retiree HRA trust shall be the difference between the premium cost of coverage for the retiree and retiree's spouse (when applicable) minus the PEMHCA minimum contribution up to the City's maximum longevity contribution. In no event shall the City's total contribution to the Retiree HRA exceed the amounts described in this section. The City's maximum contribution towards a retiree's Retiree HRA Trust account shall not be subject to change and shall continue for the lifetime of the retiree and retiree's spouse, in accordance with PEMHCA eligibility provisions for coverage.

1. Existing Employees retiring on or before January 1, 2010 shall receive a longevity payment not to exceed:

Retiree only/surviving spouse:	\$270 per month
Retiree plus one dependent	\$428 per month
Retiree plus family:	\$529 per month

The City's contribution to a retiree's Retiree HRA will decrease if the retiree experiences a change in family status, i.e. retiree has retiree plus one coverage and the spouse passes away, therefore changing to retiree only coverage.

2. Employees employed before July 1, 2009, retiring after January 1, 2010 who satisfy the criteria outlined below shall receive the longevity payment described in Section B 1 of Article 14:
  - i. Employee retires from the City, and
  - ii. Employee has 10 or more years of service with the City of Pismo Beach at the time of retirement

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3. Employees employed before July 1, 2009, retiring after January 1, 2010 who satisfy the criteria of this section shall receive the longevity payment described below:
  - i. Employee is age 50 as of 01/01/2010, and the
  - ii. Employee has less than 10 years of service at the time of retirement from the City of Pismo Beach, the retiree shall receive the longevity payment described in Section B 1 of Article 14
  
4. Existing Employees with less than 10 years of service who were not age 50 as of 1/1/2010 who retire from the City shall not be eligible to receive a longevity payment from the City. The City's contribution towards their retiree health coverage shall be the PEMHCA minimum contribution as described in Section A of this Article.
  
5. Employees hired on or after July 1, 2009, including Department Heads and the City Manager positions, shall not be eligible to receive a longevity payment from the City. The City's contribution towards their retiree health coverage shall be the PEMHCA minimum contribution as described in Section A of this Article.

### C. ESTABLISHMENT OF A RETIREE HEALTHCARE TRUST

The City shall make available to the employees a Retiree Healthcare Trust, where employees shall be provided the opportunity to defer vacation and an a specified amount of annual sick time buy-back, as well as a portion of their salary (if applicable), to prefund their future retiree health care costs. The trust and contribution requirements shall comply with the guidelines established by the Internal Revenue Service.

The City agrees to provide insurance for retirees according to the provision of the health insurance contract with PERS. If the City's contract with PERS is cancelled, the City agrees to meet and confer with POA on this issue.

**ARTICLE 15  
VACATION**

The purpose of annual vacation leave is to enable each eligible employee annually to return to his/her work mentally refreshed. All employees in the Classified Service shall be entitled to annual vacation leave with pay except the following:

1. Employees who have served less than six (6) months in service of the City. However, vacation credits for the time may be granted to each such employee who later receives a regular appointment.
2. Employees who work on a provisional basis, and all employees who are not regularly employed in a Regular Full-Time position (including Temporary and Seasonal appointments).

The specific rates at which vacation leave are to be accrued shall be as follows:

1. Each eligible employee shall accrue 6.66 hours per month from one (1) to five (5) years of employment.
2. Employees completing five (5) years of service, vacation leave will accrue at the rate of ten (10) hours per month.
3. Employees completing 10 years of service, vacation leave will accrue at the rate described in subsection (2) above, plus an additional 0.667 hours or one day for each year of service over ten (10). Up to a maximum of 160 hours accrued per year.

Other applicable provisions are as follows:

1. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the service needs of the City.
2. If the service requirements of the City are such that an employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation either shall be taken during the following calendar year or paid for at the discretion of the Personnel Officer.
3. An eligible employee, with the consent of the head of his/her department, may defer a maximum of 160 hours of his/her annual vacation to the succeeding calendar year, subject to the provisions of this Rule. The balance over 160 hours that is not deferred to the succeeding calendar year will be paid to the employee as straight-time hours.
4. Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date or termination.



**ARTICLE 16  
HOLIDAYS**

- A. The employees represented by the Police Association will be granted one (1) additional personal holiday per year, for a total of two (2) personal holidays. These holidays must be taken during the course of the fiscal year, and no compensation will occur for the holiday if it is not taken during the fiscal year. However, all employees must strive to give to the Police Chief or his designee a minimum of one (1) week's notice of employee's request to take the personal holiday.

New employees hired between July 1 and October 31 shall be granted two personal holidays in the fiscal year in which they are hired. Employees hired between November 1 and April 30 shall be granted one personal holiday in the fiscal year in which they are hired. Employees hired between May 1 and June 30 are not eligible for a personal holiday in the fiscal year in which they are hired.

- B. Holiday pay will be provided to Association members at the rate of four hours per pay period, based on an equivalent of thirteen (13) holidays.

**ARTICLE 17  
SICK LEAVE**

**A. Sick Leave Benefit**

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article. Employees receiving temporary payments under Workers Compensation or State Disability Insurance may use accumulated sick leave in order to maintain but not exceed his/her regular base income to insure whole payment. However, all employees receiving full salaries in lieu of temporary disability payments pursuant to Section 4850 of the California Labor Code are entitled to accumulate sick leave during such period of disability.
2. The sick leave benefit should be thought of as an insurance policy. It insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be an important part of an employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

The City and the Association agree that the City's sick leave policy shall continue such that employees shall accrue sick leave at the rate of one (1) working day for each full calendar month of service. Said sick leave accrual shall commence at the beginning of the employee's employment with the City.

Sick leave with pay shall be granted to all probationary and regular employees within the competitive service who are regularly employed in a classified position. In order to receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or the personnel officer prior to or within thirty (30) minutes after the time set for beginning his daily duties, or as may be specified by the head of the department. When absence is for more than one (1) work day, the employee may be required to file a Physician's Certificate or personal affidavit with the personnel officer or his designee stating the cause of the absence. Police management or supervision will make the evaluation as to whether a doctor's release is necessary. This release shall be obtained by the employee as soon as reasonably possible and may be required by the supervisor before the employee can return to work.

Employees will be credited with a maximum of twelve (12) days per year of sick leave, accrued at the rate of 3.6923 hours per pay period (based on 26 pay periods per year), regardless of work schedule.

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B. Misuse of Sick Leave, Injury or Illness

No unit employee shall misuse, feign or misrepresent any illness or injury, or deceive any other employee, supervisor, or any representative of the City as to their real condition for the purpose of remaining away from scheduled duty assignments. Misuse of sick leave, illness, or injury shall result in disciplinary action, which could include dismissal from the City.

C. Sick Leave Payback or Retirement Credit

At the end of each Calendar year, the employee will have the choice of the following:

1. Sick Leave Annual Pay-off
  - a. City will pay the employee one-sixth of the net amount of Employee's sick leave accumulated (earned minus used) during said calendar year.
  - b. Once the employee's sick leave balance exceeds 480 hours, the net amount of sick leave hours accumulated (earned less used) in that calendar year will be paid in full.

Any sick leave hours paid for will be deducted from the sick leave balance. At no time will the number of hours paid out for a calendar year exceed the annual accrual.

OR

2. Sick Leave Retention

The Employee can choose to not receive the Sick Leave Payback, and can instead build up their sick leave balance. There is no cap to the amount of sick leave that can be accumulated for retirement credit.

Under the PERS provisions applicable to the City, at the time of retirement, the Employee's sick leave balance will convert to additional retirement credit.

This option to convert the unused sick leave at retirement does not change the vesting of sick leave, and does not entitle the Employee to any rights to the balance at any separation from City employment other than for retirement credit.

D. Family Leave

The City will provide Family Leave Benefits in accordance with pertinent California and Federal Law, and Section 19 of the City's Personnel Rules and Regulations. Where applicable, Family Leave time shall be coordinated to run concurrently with the employee's available accumulated leave until such available leave time is fully used.

Department Head or Supervisor must be furnished with reasonable evidence of the serious illness.

**ARTICLE 18  
BEREAVEMENT LEAVE**

Bereavement leave shall be defined as whenever any employee has experienced a death in the immediate family. [Immediate family is defined in the definition section 2.19 of the City's Personnel Rules]

A. Leave With Pay

The employee may be granted bereavement leave with full pay of not to exceed a total of forty (40) hours per occurrence as approved by management. These days shall not be charged against the unit employee's accumulated sick leave.

B. Facts Justifying Absence

The employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Department Head, evidencing eligibility for bereavement leave.

**ARTICLE 19  
JURY DUTY AND COURT APPEARANCES**

No deduction shall be made in the salary of any employee who serves on a jury, if the employee has waived or remitted the jury fee for such jury duty. If the employee has not so waived or remitted the jury fee, the employee shall be paid only for the time actually worked in the City position. An employee accepted for jury duty shall immediately notify the Finance Department in writing, whether or not the jury fee will be waived or remitted to the City. It is understood that the employee may retain any travel pay granted by the court because of the employee's participation in jury duty.

An employee who is subpoenaed to appear in court as a result of official duties as a City employee shall be allowed to do so without loss of compensation. Any witness fees paid as required by law shall be submitted to the City if the employee is required to attend the legal proceeding in an official capacity. An employee subpoenaed to appear in court in a matter unrelated to official duties as a City employee shall be permitted to use accrued vacation, holiday, and/or compensatory time off.

Except as provided in an applicable memorandum of understanding, employees shall be required to return to work for completion of their assigned work shift, where reasonable, upon release from their daily court duties. "Reasonableness" shall be determined by the department head, or the Department Head's designated representative.

**ARTICLE 20  
UNIFORM ALLOWANCE**

A. Purpose

1. The purpose of the uniform allowance is to provide funds for the future purchases, replacement and cleaning of uniforms and clothing, and to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
2. The purpose of the advance of the uniform allowance is to compensate the employee and allow them to purchase the uniforms. This allowance is to last for one full calendar year. After the first year, the unit employee is eligible to begin accrual of time for the next normal paid uniform allowance. The amount will be pro-rated as to the amount of time eligible for the allowance.
3. Any unit employee who separates from the City prior to completion of probation shall reimburse to the City the same amount as was given by the uniform allowance and spent for safety equipment and vest. Department issued patches and equipment shall be returned to the department.
4. In the event the employee fails to return City- or department-issued equipment in

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acceptable condition, the City shall withhold from the employee's final paycheck the dollar amount appropriate for repairs or replacement purchases.

5. When an employee who is a reserve officer becomes a full-time officer, he/she will receive the difference between the amounts of the uniform allowance advancements.

B. All unit employees wearing uniforms (sworn and non-sworn) shall have at least one complete Class A uniform.

C. Uniform Allowances for Full-time Sworn and Non-Sworn Personnel

In general, the annual uniform allowance for full-time Non-sworn personnel will be \$700 per year for the duration of this Agreement.

The annual uniform allowance for Sworn personnel will be \$1200 per year.

The annual uniform allowances for both Sworn and Non-sworn personnel shall be made in two equal retroactive payments of 50% of the annual allowance, and shall occur during the first accounts payable period in December and June. Payments are for the previous six months of employment; July through December will be paid in December; January through June will be paid in June.

D. Uniform allowance for new Full-time hires.

1. New Full-time sworn personnel shall receive an advance of the annual allowance for the purchase of the following items:

1. Two pairs of uniform pants
2. Two long-sleeve shirts
3. Two short-sleeve shirts
4. One pair of work shoes
5. One necktie and tie bar
6. One uniform duty jacket

2. Full-time non-sworn personnel shall receive an advance of the annual allowance for the purchase of the following items:

1. Two pairs of uniform pants or skirts
2. Two long-sleeve shirts
3. Two short-sleeve shirts
4. One pair of work shoes
5. One uniform jacket for those whose assignment would be outdoors.

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Items not covered under this agreement include and are not limited to the following: Ties, tie bars, newly approved optional campaign hat, alterations of existing uniforms and any additional specialty alterations of the new uniforms.

### **ARTICLE 21 TUITION ASSISTANCE**

#### A. Purpose and General Rules

The City recognizes the importance of continued improvement of its personnel and encourages all employees to take advantage of those training and development opportunities that will enable City employees to perform more effectively and productively in their job responsibilities. Tuition assistance programs are distinguished from courses or schools mandated or required by the City and when the latter are paid fully by the City.

#### B. Work Related Courses

1. The City will reimburse full-time regular employees for the cost of books and tuition for approved courses, which relate directly and specifically to their present work assignment, or to degree requirements in a related field, or to enhance career opportunities within the City service.
2. Employees obtaining tuition assistance shall be required to continue working for the City for a period of 12 months after completion of the reimbursed classes or repay the City in the full amount of reimbursement received.
3. Course/class attendance will be on employee's own time. In no case will City time be authorized for outside education as covered under this tuition assistance program.
4. Application for tuition assistance must be approved in writing, in advance, by the Department Head and the City Manager before the class/course work begins; and, the Department Head will certify that the approved course work meets the criteria set forth in number one above.
5. Any job related books paid for by the City or as a part of the tuition costs will become City property if determined to be of value to the City by the employee's Department Head.
6. Receipts for all tuition and registration fees and books must be submitted to the City as well as certification that the employee earned a grade of "C" or better, a "passing" grade for a class giving pass/fail, or a copy of the certificate of completion for the class, before reimbursement will be made. All Reimbursements must be submitted within 60 days, following completion of the class.

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C. Contribution

The City will provide an amount not to exceed \$1000 per fiscal year per employee toward Tuition Assistance.

**ARTICLE 22  
MILEAGE REIMBURSEMENT**

It is agreed that reimbursement for miles traveled on City business utilizing the employee's car shall be, with prior approval of the department head for using a non-City vehicle at the rate allowed by the IRS for passenger vehicles at the time of said employee's travel on City business.

The mileage reimbursement rates provided for herein are intended and shall be considered to cover ALL vehicle expenses of whatever description, including but not limited to gas, oil, maintenance, wear and tear, and required insurance.

**ARTICLE 23  
SAFETY EQUIPMENT**

The City shall provide all safety equipment required per department policy. All City equipment shall be returned to the City upon the employee's leaving City employment.



**ARTICLE 24  
GRIEVANCE PROCEDURE**

The City agrees that the following grievance procedure shall remain in effect during the term of this Agreement:

A. Grievance Procedure

The purpose of this rule is to provide for an employee grievance procedure which shall apply to any dispute concerning the interpretation, application or alleged violation of these Rules and Regulations, the Personnel Ordinance or this Memorandum of Understanding. Any employee who has a grievance shall first try to resolve it through discussion with their immediate supervisor without undue delay. Undue delay shall be understood to be more than ten (10) working days of such an incident taking place or of first knowledge of the incident. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. For purposes of this Grievance Procedure, a "working day" shall be defined as a day when City Hall is open for regular business.

B. General Conditions

The intent of the time limits set forth in the Rule are to expedite hearing of the employee's appeal or grievance. The recognized employee representative may begin investigation of a grievance only after the employee has attempted to resolve the grievance with their immediate supervisor and the two parties failed to reach resolution. Time limits may be extended at any level if both parties agree to such an extension. There shall be no reprisals against employees solely for their proper use or non-use of the appeal/grievance procedure.

C. Appeal to Immediate Supervisor

Any employee who has a grievance shall first try to resolve it through discussion with their immediate supervisor. Every effort shall be made to find an acceptable solution at the lowest possible level of supervision.

D. Formal Appeal to Department Head

If, after such above discussion, the employee does not believe the grievance has been satisfactorily resolved, he or she may file a formal appeal in writing to the Department Head within ten (10) working days after receiving the informal decision of the immediate supervisor or within twenty (20) working days of presenting his or her informal appeal to the supervisor if a decision was not provided by the supervisor within ten (10) working days of the discussion with the employee. The Supervisor shall have the duty to fully inform the Department Head regarding the grievance of any and all available circumstances regarding said grievance.

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The Department Head receiving the formal appeal shall render a written decision and comment to the employee within ten (10) working days after receiving the appeal.

### E. Mediation

If, within ten (10) working days after receipt of the written decision of the Department Head, or within twenty (20) working days of presenting his or her appeal to the Department Head if a written decision was not provided and the employee is still dissatisfied, she/he may request the services of a mediator from the State Mediation and Conciliation Service (SMCS). Mediation shall begin at the earliest possible date on which the mediator is available. If a mediated mutual resolution is not reached, then the process will advance to the City Manager.

### F. Appeal to the City Manager

After the mediation process has concluded, either party may appeal the decision to the City Manager. Such appeal may be made by filing a written appeal to the City Manager within ten (10) working days after receipt of the written mediation service report.

The City Manager shall review all documentation, including the mediator's report and render a written decision within twenty (20) working days after the appeal is made, that shall be final and binding.

## **ARTICLE 25 LEAVE WITHOUT PAY**

Employees of the City, with regular status or with the right to return to such status, may be granted leave of absence without pay, at the discretion of the Department Head and with the approval of the Personnel Officer, for a period not to exceed **three** months. Leave of absence may be granted for the following reasons:

1. Illness of the employee or his/her immediate family not covered by sick leave.
2. To enable an employee to attend school or otherwise obtain training designed to improve the quality of his/her service.
3. Pregnancy disability leave beyond that otherwise provided for by law or these Rules.
4. For any other reason which the Personnel Officer approves as being in the public interest.

Leaves of absence without pay will not be approved for matters of simple convenience, such as extended vacations. Approval of leave of absence without pay will be granted only for reasons clearly permitted as stated above and which are compelling in nature. Denial of such leave is not subject to grievance or appeal. All requests for leave of absence without pay will be handled in a timely manner. In the event of illness lasting longer than accrued sick leave, the employee's vacation time may be approved for use unless the

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employee formally requests leave without pay within the pay period. Leave without pay may be authorized even though the employee has unused sick leave and/or vacation time to his/her credit.

### Effect on Health Insurance Premiums

During an approved leave without pay the employee will pay that portion of Health, Dental, Vision and Life Insurance premiums designated as his/her portion of premiums for "employee only" and all premiums for dependents one month in advance of the month of insurance coverage. The City will pay the portion of premiums designated as the City's share for the employee only for **six (6)** pay periods or for as long as the employee is current with payment of his/her share, up to **6** pay periods.

If insurance coverage is upgraded at the employee's request during this time, the employee shall pay any additional premiums.

### Effect on Seniority and Benefits

Time on leave without pay is disregarded in computing merit salary increases, vacation and sick leave credits, seniority and holidays. Under this unpaid leave policy, leave without pay is not considered work time for the purposes of crediting any of the above or any other benefits.

### Expiration of Leaves Without Pay

At the expiration of a leave of absence or earlier if the Personnel Officer approves, an employee on leave shall be returned to his/her former position or to another position which the Personnel Officer finds has substantially similar duties and responsibilities, qualification requirements, and the same compensation. The City may refuse to reinstate an employee if he/she is no longer physically able to perform the duties of the class as determined by a licensed physician.

## **ARTICLE 26 MEMORANDUM OF UNDERSTANDING AS BINDING AGREEMENT**

After this Agreement has been signed by the representatives of both parties, and has been ratified and approved by the City Council of the City of Pismo Beach, it shall be a binding agreement between the parties, supersede all prior agreements, commitments and practices, and constitute the sole and entire agreement between the parties, within the framework of applicable State and Federal law.

**ARTICLE 27  
MEET AND CONFER PROCESS**

The City and the Association agree that during the term of this Agreement, no additional items will be placed under discussion for purposes of meet and confer unless mutually agreed upon by both parties.

**ARTICLE 28  
LAYOFF**

The Layoff Policy and Procedure can be found in Section 8 of the City's Personnel Rules and Regulations and is as below:

A. Policy

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because of the necessity for a position to no longer exist or other reasons determined in its sole discretion, the City Council may abolish any position or employment in the Classified Service; and the employee holding such position for employment may be laid-off without taking disciplinary action and without the right of appeal.

In reducing paid personnel and laying off any employee through the abolition of position, the Council shall observe the seniority rule. Seniority shall be determined on the basis of total continuous regular employment in the classification. The name of each employee so laid off shall be placed at the top of the appropriate eligible re-employment list.

The parties agree that any employee whose position is abolished shall be given every opportunity through promotional examinations, transfers and voluntary demotion, to fill existing vacant positions. In the event that an employee scheduled to be laid off does not possess minimum qualifications for vacant positions, opportunity for trainee level appointment to a vacancy in the bargaining unit will be considered. In no case shall open competitive recruitment be used to fill a vacancy until it has been determined that no laid-off person, as described above, has the potential and willingness to meet those qualifications.

Prior to the Council implementing a layoff or salary reduction plan, the Personnel Officer shall meet and confer with any affected recognized employee organization regarding the impacts of such action.

B. Procedure

A permanent employee may elect to be ranked by seniority with employees in any classification in the same department with the same or lower salary in which the employee

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has previously served in permanent status. An employee must notify the Chief of Police within seven (7) calendar days after receipt of a written notice of lay-off of the election to exercise the option. An employee who is subsequently bumped as the result of the exercised option shall be laid off in the same manner as an employee whose position was eliminated by the initial action of the City Council. The bumped employee may exercise his/her seniority in accordance with these rules and procedures.

Employees to be laid off shall be given at least 14 calendar days prior notice. The names of regular and probationary employees laid off or demoted in lieu of lay-off shall be placed upon re-employment lists for one year for those classes requiring the same qualifications, duties and responsibilities of the class from which lay-off, or demotion in lieu of lay-off, was made.

Persons whose names are placed on re-employment lists in accordance with this Section, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period. No annual leave or sick credit shall accrue during any such leave periods. The actual number of days absent shall not be counted for anniversary date longevity, compensation, or benefit accumulation.

### **ARTICLE 29 SEVERABILITY CLAUSE**

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

**ARTICLE 30  
TERM**

The term of this Agreement is July 1, 2016 through June 30, 2019.

**CITY OF PISMO BEACH  
Negotiating Representatives**

*Debra Sauri*

*[Signature]*

*Nadia Leon*

\_\_\_\_\_

Date: 4/25/16

**PISMO BEACH POLICE OFFICERS  
ASSOCIATION Negotiating Representatives**

*[Signature]*

*[Signature]*

*[Signature]*

\_\_\_\_\_

Date: 4-24-16

**City of Pismo Beach**  
**Salary Range Table - POA Sworn**  
**5% between steps**  
**Effective first full pay period in July 2016**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Police Officer	33	Hourly	33.59	35.27	37.04	38.89	40.83
		Bi-weekly	2,687.40	2,821.77	2,962.85	3,111.00	3,266.55
		Monthly	5,822.69	6,113.83	6,419.52	6,740.49	7,077.52
		Annual	69,872.32	73,365.93	77,034.23	80,885.94	84,930.24
Police Corporal	37	Hourly	37.08	38.93	40.88	42.92	45.07
		Bi-weekly	2,966.38	3,114.70	3,270.44	3,433.96	3,605.66
		Monthly	6,427.16	6,748.52	7,085.95	7,440.25	7,812.26
		Annual	77,125.96	80,982.26	85,031.37	89,282.94	93,747.09
Police Sergeant	44	Hourly	44.08	46.28	48.59	51.02	53.57
		Bi-weekly	3,526.10	3,702.40	3,887.52	4,081.90	4,285.99
		Monthly	7,639.88	8,021.87	8,422.97	8,844.11	9,286.32
		Annual	91,678.53	96,262.46	101,075.58	106,129.36	111,435.83

**City of Pismo Beach**  
**Salary Range Table - POA Non-Sworn**  
**5% between steps**  
**Effective first full pay period in July 2016**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Public Safety Dispatcher	20	Hourly	24.85	26.09	27.40	28.77	30.20
		Bi-weekly	1,987.91	2,087.30	2,191.67	2,301.25	2,416.31
		Monthly	4,307.13	4,522.49	4,748.61	4,986.04	5,235.34
		Annual	51,685.56	54,269.84	56,983.34	59,832.50	62,824.13
Community Services Officer	21	Hourly	25.47	26.74	28.08	29.48	30.96
		Bi-weekly	2,037.60	2,139.48	2,246.46	2,358.78	2,476.72
		Monthly	4,414.81	4,635.55	4,867.33	5,110.69	5,366.23
		Annual	52,977.70	55,626.59	58,407.92	61,328.31	64,394.73
Senior Public Safety Dispatch	24	Hourly	27.43	28.80	30.24	31.75	33.34
		Bi-weekly	2,194.28	2,303.99	2,419.19	2,540.15	2,667.16
		Monthly	4,754.27	4,991.98	5,241.58	5,503.66	5,778.84
		Annual	57,051.19	59,903.75	62,898.94	66,043.89	69,346.08
Police Support Services Supervisor	30	Hourly	31.81	33.40	35.07	36.82	38.66
		Bi-weekly	2,544.69	2,671.92	2,805.52	2,945.79	3,093.08
		Monthly	5,513.49	5,789.17	6,078.62	6,382.56	6,701.68
		Annual	66,161.89	69,469.99	72,943.49	76,590.66	80,420.19



Schedule B

**City of Pismo Beach**  
**Salary Range Table - POA Sworn**  
**5% between steps**  
**Effective first full pay period in July 2017**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Police Officer	33	Hourly	34.26	35.98	37.78	39.67	41.65
		Bi-weekly	2,741.14	2,878.20	3,022.11	3,173.22	3,331.88
		Monthly	5,939.14	6,236.10	6,547.91	6,875.30	7,219.07
		Annual	71,269.73	74,833.21	78,574.87	82,503.62	86,628.80
Police Corporal	37	Hourly	37.82	39.71	41.70	43.78	45.97
		Bi-weekly	3,025.71	3,176.99	3,335.84	3,502.64	3,677.77
		Monthly	6,555.70	6,883.49	7,227.66	7,589.05	7,968.50
		Annual	78,668.44	82,601.86	86,731.96	91,068.55	95,621.98
Police Sergeant	44	Hourly	44.96	47.21	49.57	52.04	54.65
		Bi-weekly	3,596.62	3,776.45	3,965.27	4,163.53	4,371.71
		Monthly	7,792.67	8,182.30	8,591.42	9,020.99	9,472.04
		Annual	93,512.06	98,187.66	103,097.04	108,251.89	113,664.49

Schedule B

**City of Pismo Beach**  
**Salary Range Table - POA Non-Sworn**  
**5% between steps**  
**Effective first full pay period in July 2017**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Public Safety Dispatcher	20	Hourly	25.35	26.61	27.94	29.34	30.81
		Bi-weekly	2,027.66	2,129.05	2,235.50	2,347.27	2,464.64
		Monthly	4,393.27	4,612.94	4,843.58	5,085.76	5,340.05
		Annual	52,719.27	55,355.23	58,123.00	61,029.15	64,080.60
Community Services Officer	21	Hourly	25.98	27.28	28.64	30.07	31.58
		Bi-weekly	2,078.36	2,182.27	2,291.39	2,405.96	2,526.25
		Monthly	4,503.10	4,728.26	4,964.67	5,212.91	5,473.55
		Annual	54,037.25	56,739.12	59,576.07	62,554.87	65,682.62
Senior Public Safety Dispatch	24	Hourly	27.98	29.38	30.84	32.39	34.01
		Bi-weekly	2,238.16	2,350.07	2,467.57	2,590.95	2,720.50
		Monthly	4,849.35	5,091.82	5,346.41	5,613.73	5,894.42
		Annual	58,192.21	61,101.82	64,156.91	67,364.76	70,733.00
Police Support Services Supervisor	30	Hourly	32.44	34.07	35.77	37.56	39.44
		Bi-weekly	2,595.58	2,725.36	2,861.63	3,004.71	3,154.95
		Monthly	5,623.76	5,904.95	6,200.20	6,510.21	6,835.72
		Annual	67,485.12	70,859.38	74,402.35	78,122.47	82,028.59

Schedule C

**City of Pismo Beach**  
**Salary Range Table - POA Sworn**  
**5% between steps**  
**Effective first full pay period in July 2018**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Police Officer	33	Hourly	35.29	37.06	38.91	40.86	42.90
		Bi-weekly	2,823.38	2,964.54	3,112.77	3,268.41	3,431.83
		Monthly	6,117.31	6,423.18	6,744.34	7,081.56	7,435.63
		Annual	73,407.77	77,078.16	80,932.07	84,978.67	89,227.60
Police Corporal	37	Hourly	38.96	40.90	42.95	45.10	47.35
		Bi-weekly	3,116.48	3,272.30	3,435.92	3,607.71	3,788.10
		Monthly	6,752.37	7,089.99	7,444.49	7,816.71	8,207.55
		Annual	81,028.44	85,079.87	89,333.86	93,800.55	98,490.58
Police Sergeant	44	Hourly	46.31	48.62	51.05	53.61	56.29
		Bi-weekly	3,704.51	3,889.74	4,084.23	4,288.44	4,502.86
		Monthly	8,026.45	8,427.77	8,849.16	9,291.61	9,756.20
		Annual	96,317.36	101,133.22	106,189.89	111,499.38	117,074.35

**City of Pismo Beach**  
**Salary Range Table - POA Non-Sworn**  
**5% between steps**  
**Effective first full pay period in July 2018**

Classification Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Public Safety Dispatcher	20	Hourly	26.11	27.41	28.78	30.22	31.73
		Bi-weekly	2,088.49	2,192.92	2,302.56	2,417.69	2,538.58
		Monthly	4,525.07	4,751.32	4,988.89	5,238.33	5,500.25
		Annual	54,300.82	57,015.86	59,866.65	62,859.98	66,002.98
Community Services Officer	21	Hourly	26.76	28.10	29.50	30.98	32.53
		Bi-weekly	2,140.71	2,247.74	2,360.13	2,478.13	2,602.04
		Monthly	4,638.19	4,870.10	5,113.61	5,369.29	5,637.75
		Annual	55,658.34	58,441.25	61,363.32	64,431.48	67,653.06
Senior Public Safety Dispatch	24	Hourly	28.82	30.26	31.77	33.36	35.03
		Bi-weekly	2,305.31	2,420.57	2,541.60	2,668.68	2,802.11
		Monthly	4,994.83	5,244.57	5,506.80	5,782.14	6,071.25
		Annual	59,937.94	62,934.84	66,081.58	69,385.66	72,854.94
Police Support Services Supervisor	30	Hourly	33.42	35.09	36.84	38.69	40.62
		Bi-weekly	2,673.45	2,807.12	2,947.48	3,094.85	3,249.59
		Monthly	5,792.47	6,082.09	6,386.20	6,705.51	7,040.78
		Annual	69,509.64	72,985.12	76,634.37	80,466.09	84,489.40