

MEMORANDUM OF UNDERSTANDING
Between

CLOVERDALE POLICE OFFICERS' ASSOCIATION
And
THE CITY OF CLOVERDALE

JULY 1, 2015 THROUGH JUNE 30, 2017

The representatives of the City of Cloverdale, hereinafter the City, and the representatives of the Cloverdale Police Officers' Association, hereinafter the Association, having met and conferred in good faith, have mutually agreed to the following Memorandum of Understanding (MOU), and that the wages, hours and other terms and conditions set forth hereafter be implemented.

ARTICLE 1. DEFINITIONS

1.1 Employer

The term "City" referred to herein shall be the City of Cloverdale.

1.2 Association

The term "Association" referred to herein shall be the Cloverdale Police Officers' Association.

1.3 Employee

The term "Employee" referred to herein shall be all full time employees of the City of Cloverdale listed in Article 2 of this MOU.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive bargaining agent for the classes listed below, for all matters within the scope of representation:

- 1) Police Officer
- 2) Sergeant
- 3) Police Corporal

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination

No employee shall be discriminated against by the City, or by the Association, by reason of race, color, religion, sex, age, sexual orientation, marital status, disability, national origin or other status protected by the Fair Employment and Housing Act (Government Code § 12940).

3.2 Employment

The City shall not discharge or otherwise discriminate against any employee by reason of Association activities not interfering with the proper performance of his/her work.

ARTICLE 4. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 5. EMPLOYEE RIGHTS

5.1 General

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee organization because of his/her exercise of these rights.

5.2 Representation by Association

Employees have the right to have the Association representative represent him or her at all stages of disciplinary action.

5.3 Personnel Files

5.3.1 *Confidentiality of Files:* The City recognizes the employee's rights under the Peace Officer Bill of Rights [Public Safety Officers Procedural Bill of Rights Act, CA Government Code Sections 3300-3312], and Penal code Sections 832.7-832.8, and accepts responsibility for maintaining confidentiality and physical security of these files.

Personnel files shall be kept in accordance with the Police Department General Orders Policy 1026, Peace Officer Personnel Files, as it may be amended from time to time. The City agrees to meet and confer with the Association prior to implementing any changes to Policy 1026.

- 5.3.2 *Content and Accessibility of Files:* The City Manager or his/her designee shall maintain a personnel record for each represented employee in the service of the City showing/containing only the name, title of position held, the department to which assigned, salary, insurance/benefits information, changes in employment status and Personnel Action Forms (including confirmation from the Police Chief for salary adjustments). Said file shall be available at all reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

ARTICLE 6. ASSOCIATION RIGHTS

6.1 Employee Contact

- 6.1.1 Association Representative(s) shall have the right to contact individual employees working within the unit on matters of Association business providing such contact does not unduly interfere with the work of the employee or the City. When contact is made at the work site of the employee during normal business hours, it shall be after prior approval of the employee's supervisor.

6.2 Meetings

- 6.2.1 *Timing of Association Meetings:* Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation in City facilities, before and after shifts and during meal periods provided that reasonable notice is given to the Chief of Police or his/her designee.
- 6.2.2 *Use of City Facilities:* The Association shall have use of City facilities for meeting of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval.

6.3 Communications

- 6.3.1 *Use of City's Interdepartmental System:* Any use of City's interdepartmental system by any person for Official service or notification is done at the sender's risk of non-receipt by the addressee, in which event such service or notification shall not be effective.
- 6.3.2 *Use of City Bulletin Board(s) and Other City Equipment:* The Association shall have the right to reasonable use of space on City bulletin boards and the City mail system within the standards set forth by the courts. The Association shall have reasonable use of the City telephone system to communicate with department employees.

6.4 Release Time

6.4.1 The Association shall be granted reasonable release time without the loss of pay or benefits to engage in Association business. In all cases of release time, the Association shall notify the Chief of Police or his/her designee of the need for such release time and secure permission before leaving a work assignment.

6.5 Exclusive Rights

6.5.1 *Representation by the Association:* The City recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code section 3503.

6.5.2 *Access to Employees Presenting Grievances:* The Association shall have access to any employee or employees presenting a grievance.

6.6 Check-Off

6.6.1 *Membership Dues Deduction:* The Association shall have the sole and exclusive right to have membership dues deducted from the pay of employees covered by this Memorandum of Understanding.

6.6.2 *Indemnification by the Association:* The Association agrees to indemnify, defend and hold the City harmless against any claims made of any nature and against any suit instituted against the City arising from its check-off for the dues, insurance or benefit program of the Association.

ARTICLE 7. WAGES, HOURS AND WORKING CONDITIONS

7.1 Salaries

The salary range of employees listed in Attachment A.

7.1.1 *Cost of Living Adjustments:* A two percent (2%) cost of living adjustment for employees effective July 1, 2015. An additional two percent cost of living adjustment will become effective July 1, 2016.

7.1.2 *Longevity Pay Plan:* Employees shall be eligible for longevity pay as follows:

Length of Service	Longevity Pay (Percent of Base Salary)
Completion of Five (5) Years of Service	2%
Completion of Eleven (11) Years of Service	4%
Completion of Seventeen (17) Years of Service	6%

For purposes of this section: "Length of Service" is defined as total years of service with the City. Longevity pay percentages are not cumulative (example: an employee with fifteen (15) years of service is entitled to only four percent (4%) of base salary as longevity, not 2% plus 4% equaling 6%).

7.1.3 **Specialty Pay:** Specialty Pay Compensation for additional duties and responsibilities unique to the classification (applicable only during tenure of the responsibility) is as follows:

Type of Specialty	Pay (Percent of Base Salary)
Investigative Pay	5%
Field Training Officer	5%
Canine Officer	5%

Such designations require prior approval of the Chief of Police.

In addition to the above Specialty Pay Compensation, Officers assigned to work canine duty shall be provided two (2) new uniform sets at the beginning of the assignment, to include all patches and/or accessories necessary to meet current department standards, as established by the Chief of Police. The cost of uniforms and accessories shall be paid by the City. In July of each fiscal year thereafter, so long as the officer is scheduled to remain a canine officer for at least six months in the coming fiscal year, the City shall provide the canine officer with two additional BDU pants and two additional BDU shirts with required patches, at no cost to the canine officer.

7.1.4 **Work Out of Classification Pay:** Employees temporarily working out of classification (in a position in a higher range) for a period of not less than a single pay period and not more than a maximum of six (6) months, will be entitled to a five percent (5.0%) increase in base wage pay for that period. Upon mutual consent of the Association and the City Manager or his/her designee, such assignments may be extended beyond the six (6) months. Out of Classification pay has no impact on an employee's eligibility for additional pay to which the employee may be entitled.

7.1.5 **Canine Care:** Effective July 1, 2015, Officers assigned to work canine duty shall be compensated for 0.50 hours of overtime per day, seven days a week, for the canine care outside of work, except in the case when the canine is kenneled at the City expense.

7.1.6 **Promotional Appointments:** Promotional appointments shall result in no less than a five percent (5.0%) increase in base salary for the promoting employee.

7.2 Public Employees Retirement System (PERS)

From July 1, 2001 through June 30, 2003, the City shall provide retirement benefits for sworn personnel under the Public Employees' Retirement System (PERS) known as 2% at 50 and highest twelve (12) consecutive month benefits as per the prior MOU. The City will pay 100% of the employee's contribution to this plan. City will also provide PERS 1959 Survivor Benefit, Level IV.

Commencing July 1, 2003, the City shall provide retirement benefits for employees under the PERS 3% @ 50 program. The City will continue to pay 100% of the employee's share contribution rate in addition to any employer rates, subject to section 7.2.1.

Employees hired before January 1, 2013, or individuals that are hired on or after January 1, 2013 that are not defined as "new members" pursuant to Government Code Section 7522.04(f), shall be subject to the 3% at 50 formula.

Commencing January 1, 2013, newly hired employees that are defined as "new members" shall be subject to the PERS Plan as described in California Government Code Section 7522.04(f), and shall receive the 2.7% at 57 pension benefit formula (Safety Option Plan Two), as specified in Government Code Section 7522.25(d) pursuant to the California State Legislature's 2012 passage of the Public Employees' Pension Reform Act (PEPRA).

7.2.1. Employee Contribution to PERS:

7.2.1.1 Effective the first full pay period in October 2011, employees shall pay one-third (1/3) of the cost (2.73%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

7.2.1.2 Effective the first full pay period in October 2012, employees shall pay a total of two-thirds (2/3) of the cost (5.47%) of the after-added benefits of their PERS Plan in existence as of July 1, 2011.

Employees hired after June 30, 2011 shall pay one hundred percent (100%) of the after-added benefits of their PERS Plan (8.207%).

7.2.1.3 Effective January 1, 2013, "new members" subject to the 2.7% at 57 formula shall contribute 50% of the total "normal cost" as defined in Government Code Section 7522.04(g).

Nothing in this Agreement shall be interpreted as preventing the City and the Association from agreeing in the future to increased employee contributions; or to an available reduced benefit formula for future hires (either Safety Option Plan One, as provided in Government Code Section 7522.25(c), or any additional plan that may be available in the future).

7.2.2 Request for PERS Actuarial Estimate: City shall request from PERS an actuarial estimate for the cost of the Pre-Retirement Optional Settlement Two (2) benefit. Upon receipt of the report, City and Association will meet and discuss the cost.

7.2.3 Retirement Medical Benefit: City will contribute fifty percent (50%) of the employee-only premium for health insurance upon retirement, provided the employee shall have been an employee with the City for eighteen (18) years or longer and have reached the age of fifty (50).

7.2.3.1 City will not contribute to the retiree health premiums of employees hired after June 30, 2011.

7.3 Miscellaneous Benefits:

Emergency Medical Technician: The City agrees to pay fifty dollars (\$50) per month to each employee holding a current Emergency Medical Technician (EMT) certificate, in addition to all other pay.

7.4.1 Uniform Allowance Amounts: Effective July 1, 2014, the City agrees to pay a uniform allowance to employees in the amount of fifteen hundred dollars (\$1,500) per year.

7.4.1.1 Said uniform allowance shall be paid annually and be included in the employee's regular paycheck for the first full pay period in January each year. Employees who separate employment for any reason (i.e. retirement, termination, voluntary separation or resignation) prior to working a full year following receipt of the annual uniform allowance shall have the pro-rata portion of the uniform allowance deducted from their final paycheck.

A newly hired employee will not receive a uniform allowance until the employee has completed a year of service. Upon completing a year of service, the employee will receive a prorated uniform allowance. The uniform allowance will be paid the first full pay period following the completion of the one year. The uniform allowance will be pro-rated based upon the remaining months in the calendar year. If after receiving this payment the employee separates employment for any reason (i.e. retirement, termination, voluntary separation or resignation) prior to the first full pay period in January of the following year, the employee shall have the pro-rated portion of the uniform allowance deducted from his/her final paycheck.

7.4.2 Reimbursement for Uniforms and Uniform Equipment: The City agrees to reimburse employees for uniforms and uniform equipment of employees that are damaged or stolen during duty hours or while stored at a City facility, providing that the employee made a reasonable effort to safeguard the uniform and/or uniform equipment. Reimbursement shall be based upon the residual value of the item, based upon its current cost.

7.4.3 Uniform Components: The City shall provide the following uniforms to all newly hired employees:

- 1) Three (3) short-sleeve shirts (a combination of wool, polyester and BDU);
- 2) Three (3) long-sleeve shirts (at least one (1) needs to be Class A);
- 3) Three (3) pairs of pants (at least one (1) needs to be Class A);
- 4) One (1) pair of rain pants;
- 5) One (1) rain jacket with hood;
- 6) One (1) heavyweight jacket with zip-out lining;
- 7) One (1) black BB cap;
- 8) One (1) black tie and tie bar; and
- 9) Two (2) metal name plates.

7.4.4 Safety Equipment Components: The City shall furnish the following items of equipment to all newly hired employees, which shall remain the property of the City:

- 1) Duty handgun and magazines, unless the employee receives approval to use his/her personal duty handgun;

- 2) Duty holster;
- 3) Duty belt;
- 4) Magazine pouch;
- 5) Two sets of handcuffs, and handcuff pouch;
- 6) Oleoresin capsicum (OC) spray, OC pouch;
- 7) Glove pouch;
- 8) Baton, and baton ring;
- 9) Flashlight and charger;
- 10) Bulletproof vest, Level II (employee may upgrade at employee's own cost; but the vest will remain the property of the City); and
- 11) Taser, holster and cartridges.

7.4.4.1 Equipment that becomes unserviceable shall be replaced by the City without cost to the employee.

7.4.4.2 The City will replace the bulletproof vest at Level II by the expiration of the manufacturer's warranty. The employee may choose to pay the additional cost to upgrade from Level II, but the vest will remain the property of the City.

7.5 Vacation

7.5.1 *Rate:* Vacation time will be accrued as per the following schedule:

Length of Service	Vacation Accumulation (Hours per Year)
0 – 24 Months	130 Hours
25 – 60 Months	150 Hours
61 – 120 Months	180 Hours
121 – 180 Months	210 Hours
181 or more Months	330 Hours

7.5.2 *Accumulation:* Employees shall be permitted to accumulate a maximum of three hundred fifty (350) hours of vacation time.

7.5.3 *Sell-Back Limitation:* The City agrees that all employees may, with the approval of the Chief of Police or his/her designee, sell back six (6) days of vacation time to the City per fiscal year. Any such sell back shall occur as part of a regular paycheck.

7.6 Workday/Workweek

7.6.1 *Workday:* The City agrees that the workday for employees shall be ten (10) consecutive hours within which reasonable meal period(s) shall be included.

7.6.2 *Workweek:* Except in the case of the police detective if and when filled, the normal workweek for employees shall consist of consecutive workdays, followed by consecutive days off.

7.7 Overtime/Compensatory Time

7.7.1 *Overtime Rate:* Employees may work overtime with the prior approval of the Chief of Police or his/her designee. Overtime will be paid at one and one-half

(1.5) times the employee's regular rate for all hours in a paid status in excess of forty (40) hours in a workweek.

7.7.2 Compensatory (Comp)Time:

7.7.2.1 With the prior approval of the Chief of Police or his/her designee, overtime may be earned as compensatory time, at the rate of one and one-half (1.5) times the employee's straight time per overtime hour worked, up to a maximum banked amount of eighty (80) hours.

7.7.2.2 At any time, an employee may sell back all or any part of accumulated comp time. Any such sell back shall occur as part of a regular paycheck.

7.7.2.3 The use of accumulated comp time will be at the request of the employee with the approval of the Chief of Police or his/her designee.

7.7.2.4 When used, comp time hours shall not be considered hours in a paid status for the purpose of computing overtime.

7.8 Sick Leave

7.8.1 *Accrual Rate:* Employees shall accrue sick leave at the rate of ten (10) hours for each month of service.

7.8.2 *Maximum Accumulation:* Accumulation of sick leave will be limited to two thousand (2,000) hours for each employee.

7.8.3 *Sick Leave Incentive Program:* Employee use of sick leave within a calendar year may qualify for conversion of unused sick leave to annual leave based upon the following utilization schedule:

Usage of Sick Leave (Hours per Year)	Conversion of Existing Balance to Annual Leave (in Hours)
0 – 10 Hours	Up to 40 Hours
More than 10 but less than 21 Hours	Up to 16 Hours
21 or more Hours	No Conversion

7.8.4 *Compensation for Unused Sick Leave:* Upon separation or retirement, the City will compensate employees for thirty-five percent (35%) of accrued but unused sick leave, up to, but not in excess of, the 2,000 hour cap. The compensation shall be calculated based on the employee's hourly rate at time of separation or retirement.

7.8.5 *Conversion of Sick Leave upon Retirement:* To the extent provided by PERS regulations, any unused sick leave upon retirement may be converted to years of service for PERS purposes.

7.9. Court, Standby, Callback, Extended Shift, Mandatory Squad Meetings, and On Call Time

7.9.1 *Callback:* Callback shall be authorized at the discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee's shift is changed within 24 hours prior to the start of his/her shift. Compensation for callback will be one (1) hour at one and one-half (1.5) times the hourly rate and the overtime worked.

7.9.2 *Standby:* When the City requires an employee to remain available for callback at any time, the employee shall receive standby pay. Standby time shall be compensated at one (1) hour of base pay, payable at straight time, per eight (8) hours of such standby time, with a minimum of one (1) hour paid.

7.9.3 *Extended Shift:* Employees ordered by the Chief of Police or his/her designee to extend their shift to cover an uncovered shift will be compensated one (1) additional hour at the overtime rate in addition to hours worked.

7.9.4 *Court Time:* Court time shall be authorized at the discretion of the Chief of Police or his/her designee. Minimum compensation for court appearances will be compensated at four (4) hours of base pay. The described court time shall be at one and one-half (1.5) times the hourly rate. If the employee's court appearance extends beyond the minimum four (4) hours compensation, as the case may be, the employee shall also be compensated for the additional time at a rate of one and one-half (1.5) times the employee's straight time pay rate. At no time will the employee be allowed to claim the minimum court time plus the time actually in court.

7.9.4.1 City recognizes the inconvenience court-generated standby creates for the employee and will endeavor to do everything the City can to limit the employee's inconvenience. The Chief will continue to monitor subpoenas and limit the number of employees required to attend court hearings. Additionally, the department will upon request, provide departmental pagers to employees serving on court standby. The pagers will have sufficient range to enable the employee to travel freely throughout the County.

7.9.5 *Mandatory Squad Meetings:* Both the Association and the City realize the value and necessity of Squad Meetings. It is agreed and understood that all employees are required to attend the regularly scheduled squad meetings. All squad meetings are scheduled annually and shall not be canceled unless a forty-eight (48) hour cancellation notice is given to the employees, unless cancellation is deemed an emergency.

7.9.6 *Administrative On-Call Time:* Sergeants shall be granted five (5) additional administrative days off per year for being on-call. Administrative leave shall have no compensated value if not utilized within the year period. The year period is a calendar year.

7.10 Additional Incentives

7.10.1 *Educational Incentive:* Employees hired prior to the ratification of this MOU shall receive compensation of one percent (1%) of their regular base wage for every twenty (20) units of college credit completed toward a degree program. Such compensation shall not be given for credits completed toward a second degree. The maximum allowable college credits will not exceed 120 units.

Employees hired after the ratification of this MOU, the educational pay incentive above will be for college credits toward a job related degree, as approved by the Chief of Police.

7.10.2 *Bilingual Proficiency:* The City will offer a one hundred fifty dollars (\$150) per month differential payment to employees who achieve or have proficiency in the Spanish language. Proficiency in the Spanish language will be determined by appropriate testing methods set by the Chief of Police or his/her designee in consultation with the Personnel Officer.

7.10.2.1 To continue receiving the \$150/month premium for proficiency in Spanish, the employee shall be required to re-qualify every two (2) years. Requalification shall be determined by a methodology which best meets the City's needs.

7.10.3 *Wellness Program:* The City will offer a Wellness Incentive Program to employees. Employees will be eligible to receive one hundred fifty dollars (\$150) per calendar year on a reimbursement basis for participation in an organized physical fitness program or health-related class. Eligibility for reimbursement will be determined by the prior approval of the program activity by the City Manager or his/her designee.

7.11 P.O.S.T. Certification Incentive

7.11.1 *Training:* Upon prior approval of the Chief of Police or his/her designee, employees may be assigned to training class(es) on an annual basis. The Chief of Police or his/her designee may use staffing, budget constraints and a list of training attended by employees in determining if an employee should receive the additional training. Each employee will receive a P.O.S.T. mandated advanced officer training once every two (2) years.

7.11.2 *Certificate Pay:* The City shall add to the base salary of each employee who has been awarded an Intermediate Certificate from P.O.S.T. the amount of one hundred dollars (\$100) per month; and the City shall add to the base salary of each employee who has been awarded an Advanced Certificate from P.O.S.T. the amount of one hundred fifty dollars (\$150) per month. An employee who has been awarded both an Intermediate and an Advanced Certificate shall, therefore, have the amount of two hundred fifty dollars (\$250) added to his/her base monthly salary.

7.12 Leave

7.12.1 *Bereavement:* Any employee who is absent from work by reason of the death of a member of the employee's immediate family may be allowed a leave of absence with full pay, not to exceed three (3) work days per incident. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Chief of Police or his/her designee, three (3) additional paid workdays may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Chief of Police prior to the time set for the beginning of his/her regular duties. Immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, uncle, aunt, nephew, niece, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee.

7.12.2 Holidays: The following holidays shall be recognized:

	Holiday	Recognition
1	New Year's Day	January 1
2	Martin Luther King's Birthday	3 rd Monday in January
3	Lincoln's Birthday	February 12
4	Washington's Birthday	3 rd Monday in February
5	Good Friday	Noon until closing
6	Memorial Day	Last Monday in May
7	Independence Day	July 4
8	Labor Day	1 st Monday in September
9	Admission Day	September 9
10	Columbus Day	2 nd Monday in October
11	Veteran's Day	November 11
12	Thanksgiving Day	As designated
13	Friday after Thanksgiving	As designated
14	Christmas Day	December 25
15	Floating Holiday	Employee's discretion

Compensation for the above-designated holidays (# 1- 14) shall be paid on an annual payment system to all employees on the last pay day of November of each year. This pay shall be included with the employee's regular paycheck and shall be for all those holidays occurring since the last holiday pay was received.

If the Thanksgiving Holiday falls after the last pay day of November, the holiday pay would include the prior year's Thanksgiving and all the holidays up through the succeeding year until and not including the current Thanksgiving holiday.

When an employee separates from City service, for purposes of calculating holiday, s/he would be paid for all holidays occurring since the last holiday pay was received, up through the last day of employment with the City.

EXCEPTION: The floating holiday will not be compensated in the annual holiday pay. Employees must use or lose this holiday each calendar year.

7.12.3 Jury Duty: When an employee is called for Jury Duty during a workday, the City will pay the employee's regular salary. If an employee has to respond for Jury Duty, that will be considered the employee's workday, excepting when the Chief of Police or his/her designee determines that limited manpower necessitates the employee's filling of his/her regular shift.

7.13 Training Expense Reimbursement

Upon prior approval of the Chief of Police or his/her designee, employees will be reimbursed for expenses incurred in attending training sessions, seminars, etc. Such expenses include but are not limited to books, tuition and travel. Mileage for private vehicles will be reimbursed at the current City-approved rate.

7.14 Insurance

7.14.1 *Health Insurance:*

The City shall pay all medical insurance coverage as provided for in the REMIF-sponsored Health Plan. The City agrees to meet and confer in the event the schedule of benefits negatively changes. The employee may select the above-mentioned plan or other coverage as offered through the City. If any plan, other than the Redwood Empire Municipal Insurance Fund plan is selected by the employee, the employee is responsible for any amount of premium difference. Effective the first full pay period in October 2011, employees shall pay five percent (5%) of the cost of their medical insurance premium.

In addition the City will provide group vision care, dental care and life insurance in the amount of five thousand dollars (\$5,000) per employee.

7.14.2 *Life Insurance:*

In addition to the life insurance described in section 7.14.1, The City agrees to maintain a term life insurance policy for each employee in the amount of one time the employee's annual base salary, rounded up to the next highest thousand dollars, up to a fifty thousand dollar (\$50,000) maximum.

The City agrees to pay the full premium for this life insurance. The City shall determine the insurance benefit plan that provides the above life insurance policy limits. The City agrees to meet and confer with the Association prior to implementing a change in life insurance provider or a change in eligibility criteria.

7.14.3 *Long Term Disability:* The City agrees to make available to employees a Long Term Disability (LTD) Insurance Plan. Said plan will provide a monthly benefit of sixty percent (60%) of base salary, up to five thousand dollars (\$5,000) per month, and will provide a ninety (90) day waiting period before benefits commence. The City agrees to pay one-half (1/2) of the cost of the LTD Plan for employees. The Employees will be responsible for paying the remaining fifty percent (50%) of the premium. Employee election to participate in the LTD Plan is voluntary, and is dependent upon the Employee's eligibility for the Plan, as determined by the Insurance Provider.

7.14.4 The City and POA agree to meet and confer regarding whether or not to replace the current long term disability plan.

7.15 Contract Distribution

Upon completion of negotiations and final agreement is reached, the Memorandum of Understanding will be prepared, signed, and distributed to each employee within a thirty (30) day period.

7.16 Business Cards

City will pay for the cost of business cards.

ARTICLE 8. DISCIPLINARY ACTION

8.1 Types of Action

The following are forms of disciplinary action: oral reprimand, written reprimand, suspension, demotion, reduction in pay, and discharge.

8.2 Grounds for Discipline

Grounds or causes for discipline shall include, but not be limited to, the following:

- (a) Fraud in securing employment;
- (b) Incompetency;
- (c) Inefficiency;
- (d) Inexcusable neglect of duty;
- (e) Insubordination;
- (f) Blatant and intentional dishonesty;
- (g) Substance abuse which impairs ability to function in job class;
- (h) Unexcused absence without leave;
- (i) Excessive absenteeism;
- (j) Conviction of a felony or misdemeanor involving moral turpitude;
- (k) Discourteous treatment of public or other employees;
- (l) Willful disobedience;
- (m) Misuse of City property;
- (n) Violation of a City ordinance, rule or regulation;
- (o) Behavior during or misuse of official position outside of duty hours which is of such a nature that it causes discredit to the City;
- (p) Unlawful discrimination, harassment or retaliation against the public or other employees;
- (q) Violation of any City personnel rule, General Order, MOU provision or departmental policy.

8.3 Compliance with POBR

All disciplinary procedures for public safety officers shall be consistent with the Peace Officers' Bill of Rights (POBR) Act.

8.4 Authority to Discipline

The Chief of Police or his/her designee may institute discipline in the form of oral reprimand, written reprimand or suspension for less than one day against any employee in the Police Department. The City Manager, or the Chief of Police with the approval of the City Manager, may institute discipline in the form of suspensions of more than one day or demotion. The City Manager may discharge employees for cause. All discipline shall be in accordance with the procedures outlined in these rules.

8.5 Procedure

8.5.1 *Written Reprimand:* An employee who wishes to respond to a written reprimand must do so in writing within thirty (30) calendar days from receipt of discipline. The response should be made or submitted to the Chief of Police with a copy to the Personnel Officer. A copy of the employee's written response will be placed in his/her personnel file.

8.5.2 *Other Discipline:* Prior to the suspension, demotion, reduction in pay or discharge of a regular employee for disciplinary purposes, the procedure set forth in this rule shall be followed.

8.6 Written Notice

Advance written notice of the proposed disciplinary action in the form of demotion, reduction in pay, suspension or discharge shall be given to the employee. The notice shall include the following:

- (a) A statement of the reason(s) for the proposed action, the charge(s) being considered, and the specific grounds and particular facts upon which the disciplinary action is proposed;
- (b) A statement that the documents or materials upon which the proposed disciplinary action is based is either attached or available upon request;
- (c) A statement informing the employee of the right to respond in writing or verbally to the proposed disciplinary action, the date by which the employee must respond, and the person to whom the employee should respond; and
- (d) A statement informing the employee of his/her option to have a pre-disciplinary meeting.

All notices shall be personally served or shall be mailed by certified mail, return receipt requested, to the last known address of the employee. For notices personally served, the employee shall acknowledge in writing receipt of the notice at the time of presentation.

The employee shall be given ten (10) working days from the date of receipt in which to respond verbally or in writing to the designated authority. The response will be considered before disciplinary action is made. Failure to respond within this period of time will result in a waiver of the employee's right to respond. One extension of five (5) additional days will be given upon a showing of good cause.

Upon receiving a written reprimand, an employee shall have the opportunity for an administrative appeal pursuant to POBR. An administrative appeal is an audience before the Chief of Police or his/her designee.

Written reprimands are not subject to the appeal procedures outlined in section 8.7.

8.7 Appeal Rights and Hearing Procedures

Employees may appeal disciplinary actions to a hearing before an Appeals Board ("Board) by filing a written request with the Personnel Officer within fifteen (15) calendar days after the demotion, dismissal, reduction in pay or suspension is finalized. For purposes of this section, one day shall be defined as ten (10) hours for safety employees.

The Board shall have the authority to convene and conduct a full-scale evidentiary hearing.

The Board shall be created as a three member board. One member shall be appointed by the City Council and may or may not be a member of the City Council. One member shall be appointed by the aggrieved employee who has complied with the rules and regulations set forth herein. The third member shall be an Administrative Law Judge

provided by the State's Office of Administrative Hearings, or a hearing officer chosen pursuant to a strike list provided by the California State Mediation and Conciliation Services (CA-SMCS).

The parties shall mutually agree on the procedure for selecting the third member of the Board. If a hearing officer is to be chosen, the Personnel Officer shall request within ten (10) days of that decision a list of seven (7) hearing officers from the CA-SMCS. If mutual selection cannot be made from the list within five (5) calendar days, the parties shall select the hearing officer by alternately striking names until one lone name remains; that person shall serve as the third member of the Board. The party which strikes the first name from the list shall be determined by the toss of a coin.

The Third member shall be the Chair of the Board, and shall rule on the admission or exclusion of evidence, and any procedural or evidentiary objections raised by either party. S/he may consult with the City Attorney or the Representative Attorney as necessary. The Appeals Board shall cease to exist once the Board has reached its decision on the appeal pending before it.

If possible, the appeal shall be heard within sixty (60) working days from the date it was filed. The parties shall make a mutual request that the Board render its decision within thirty (30) working days from the conclusion of the hearing, unless otherwise stipulated to by the parties. The Board's decision shall be by a majority of the board. The decision shall set forth the Board's findings and shall be binding on the employee and the City.

8.8 Relief of Duty

Notwithstanding the provisions of this rule, the City Manager or Chief of Police may approve the temporary assignment of an employee to a status of leave with pay pending completion of an investigation, or if extraordinary circumstances exist that require the immediate removal of the employee from the premises.

ARTICLE 9. GRIEVANCE PROCEDURES

9.1 Purpose of Grievance Procedures

The grievance procedure shall be used to resolve any dispute which involves the interpretation or application of any City personnel rule, General Order, MOU provision or departmental policy. The grievance procedure shall not be used for:

- (a) The resolution of any complaint concerning any disciplinary action;
- (b) The resolution of any complaint concerning any aspect of the performance evaluation process; or
- (c) The resolution of any complaint relating to any concerted refusal to work.

9.2 Informal Discussion of Grievance

When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within fifteen (15) calendar days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee shall have the right to discuss the complaint informally with the supervisor's

immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

9.3 Formal Grievance Procedure

- (a) An employee shall have the right to present a formal grievance in writing within five (5) working days after the informal discussion of the grievance with the immediate supervisor or the immediate supervisor's supervisor. All formal grievances shall state the reasons for the grievance; the City personnel rule, General Order, MOU provision or departmental policy at issue; and the employee's suggested solution.
- (b) The formal grievance shall be presented to the Chief of Police. The Chief of Police shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the Chief of Police shall render a written decision regarding its merits. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this rule if the employee does not seek further review of the grievance within five (5) working days.
- (c) If the Police Chief's decision does not satisfactorily resolve the grievance, the employee may present the formal grievance to the Personnel Officer. The Personnel Officer shall discuss the grievance with the employee and the employee's representative. Within fifteen (15) working days after the meeting with the employee and/or the employee's representative, the Personnel Officer shall render a written decision regarding the grievance.
- (d) If the Personnel Officer's decision does not satisfactorily resolve the grievance, or if the Personnel Officer fails to respond in writing as provided in Step (c) above, the employee shall have the right to refer the grievance to binding arbitration. Such referral shall be made in writing to the Personnel Officer within ten (10) working days of receipt of his/her decision.
- (e) At any time, the parties may mutually agree to an extension of the above deadlines.

9.4 Binding Arbitration

The binding arbitration procedure shall be as follows:

- (a) Within ten (10) days of receipt of the written request for binding arbitration, the Personnel Officer shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service (CA-SMCS).

If mutual selection cannot be made from the list within five (5) calendar days, the parties shall select the arbitrator by alternately striking names until one lone name remains; that person shall serve as the arbitrator. The party which strikes the first name from the list shall be determined by a toss of the coin.

The arbitration shall be conducted as a full-scale evidentiary hearing.

- (b) Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:
1. A mutual request that the arbitrator render a decision within sixty (60) calendar days of the conclusion of the hearing;
 2. No court reporter unless mutually agreed to by all parties; and
 3. No post hearing briefs unless mutually agreed to by all parties.
- (c) The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by both parties.

9.5 Arbitrator's Decision

The decision of the arbitrator shall be final and binding.

9.6 Reprisals Prohibited

The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

9.7 Grievance Preparation Time

An employee submitting a grievance and the employee's representative may use a reasonable amount of time during working hours to prepare for and present the grievance.

ARTICLE 10. PRIOR MOU'S, RULES, REGULATIONS, ORDINANCES AND PRACTICES.

All prior MOUs, rules, regulations, ordinances, and practices not specifically modified by this MOU remain in full force and effect.

ARTICLE 11. CONTENT, TERMS AND RECOMMENDATIONS

11.1 Severability

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

11.2 MOU Provisions Prevail

It is agreed by the parties to this agreement that any conflict between any section or part thereof, of this agreement and any City or departmental rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of this agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this agreement.

11.3 Terms of Agreement

The term of the Memorandum of Understanding shall be from July 1, 2015 through June 30, 2017.

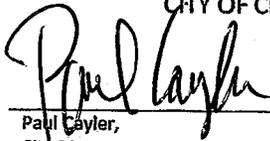
11.4 Representative Recommendation

The undersigned representatives of the City of Cloverdale and the Cloverdale Police Officers' Association, having met and conferred in good faith, have reached agreement on the items contained herein and mutually agree to recommend to the Cloverdale City Council and to the general Membership of the Association that the terms of this agreement may be adopted.

11.5 Internal Affairs Investigations

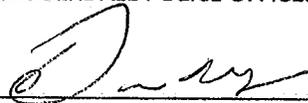
11.5.1 The Police Department shall comply with Government Code Section 3300 et. seq. regarding Internal Affairs Investigations opened prior to January 1, 1998. Any frivolous complaints will be completely removed from any and all of the peace officers' file(s). Any Internal Affairs Investigations prior to January 1, 1998 will be closed immediately and completely removed from any and all of the peace officers file(s).

CITY OF CLOVERDALE:


Paul Cayler,
City Manager

12/8/2015
Date

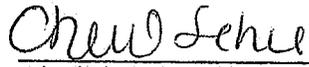
CLOVERDALE POLICE OFFICERS' ASSOCIATION:


Damian Eglesfield,
President, CPOA

12-8-2015
Date


Jose Sanchez,
City Attorney
Approved as to Form

12/8/15
Date


Cheryl Schiele,
Employee Representation Services, Inc.
Lead Negotiator

12-8-2015
Date

ATTACHMENT A TO MOU

The base salaries for the classifications represented by the Cloverdale Police Officer Association as of July 1, 2015 are as follows:

Officer	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	31.0962	32.6511	34.2836	35.9978	37.7976
Bi-Weekly	2,487.70	2,612.09	2,742.69	2,879.83	3,023.81
Monthly	5,390.01	5,659.52	5,942.49	6,239.63	6,551.59
Annually	64,680.16	67,914.27	71,309.89	74,875.51	78,619.07

Corporal	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	34.3087	36.0241	37.8253	39.7166	41.7024
Bi-Weekly	2,744.70	2,881.93	3,026.02	3,177.33	3,336.20
Monthly	5,946.84	6,244.18	6,556.38	6,884.22	7,228.42
Annually	71,362.14	74,930.14	78,676.62	82,610.60	86,741.09

Sergeant	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	37.6315	39.5130	41.4886	43.5631	45.7413
Bi-Weekly	3,010.52	3,161.04	3,319.09	3,485.04	3,659.30
Monthly	6,522.79	6,848.92	7,191.36	7,550.93	7,928.49
Annually	78,273.51	82,187.07	86,296.35	90,611.15	95,141.83

The base salaries for the classifications represented by the Cloverdale Police Officer Association as of July 1, 2016 are as follows:

Officer	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	31.7181	33.3041	34.9693	36.7178	38.5536
Bi-Weekly	2,537.45	2,664.33	2,797.54	2,937.43	3,084.29
Monthly	5,497.81	5,772.71	6,061.34	6,364.42	6,682.62
Annually	65,973.76	69,272.56	72,736.09	76,373.02	80,191.45

Corporal	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	34.9949	36.7446	38.5818	40.5109	42.5364
Bi-Weekly	2,799.59	2,939.57	3,086.54	3,240.88	3,402.92
Monthly	6,065.78	6,369.06	6,687.51	7,021.90	7,372.99
Annually	72,789.38	76,428.74	80,250.15	84,262.81	88,475.91

Sergeant	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	38.3841	40.3033	42.3184	44.4344	46.6561
Bi-Weekly	3,070.73	3,224.26	3,385.47	3,554.74	3,732.49
Monthly	6,653.25	6,985.90	7,335.19	7,701.94	8,087.05
Annually	79,838.99	83,830.78	88,022.27	92,423.27	97,044.64