MEMORANDUM OF UNDERSTANDING
Between
THE CLOVERDALE DISPATCHERS' ASSOCIATION
and
THE CITY OF CLOVERDALE
July 1, 2015 – June 30, 2017

The representatives of the City of Cloverdale ("the City"), and the representatives of the Cloverdale Dispatchers' Association ("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 Dispatchers' Association.

1.3 Employee

The term "Employee" referred to herein shall be all 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) Dispatcher
2) Part-Time Dispatcher (covered in specific provisions)

ARTICLE 3. HIRING PROVISIONS

3.1 Non-Discrimination

No employee covered by the Agreement 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 as 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. ASSOCIATION RIGHTS

5.1 Employee Contact

5.1.1 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.

5.2 Meetings

5.2.1 *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.

5.2.2 *Use of City Facilities:* The Association shall have use of City facilities for meetings of employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval from the Chief of Police or his/her designee.

5.3 Communications

5.3.1 *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.

5.3.2 *Use of City's 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.

5.4 Release Time

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 employee's supervisor of the need for such release time and secure permission from the supervisor before leaving a work assignment.

5.5 Exclusive Rights

5.5.1 *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 § 3503.

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

5.6 Check-Off

5.6.1 *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.

5.6.2 *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 6. EMPLOYEE RIGHTS

6.1 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.

6.2 Representation by Association

Association representatives shall have access to any employee or employees presenting a grievance and employees have the right to have the Association representative represent him or her at all stages of disciplinary actions.

ARTICLE 7. WAGES, HOURS AND WORKING CONDITIONS

7.1 Salaries

7.1.1 *Salary Ranges:* The salary range of employees is listed in Attachment A. There will be a two percent (2%) cost of living adjustment for employees effective July 1, 2015. Effective July 1, 2016 there will be an addition two percent (2%) cost of living adjustment for employees.

7.1.2 *Longevity 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 continued, uninterrupted service with the City. Longevity pay percentages are not additive (for 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 *Extended Longevity Pay:* Employees shall be eligible for extended longevity pay. City shall pay into individual employee ICMA accounts in accordance with the following schedule:

Length of Service	Extended Longevity Pay (Percent of Base Salary)
Ten (10) Years of Service	1.5%
Fifteen (15) Years of Service	2%

For purposes of this section, "Length of Service" is defined as continuous, uninterrupted service with the City. Extended Longevity pay percentages are not additive. Payment shall commence on the first payday following the employee's hiring anniversary and shall include a pro-rata amount for any period of time between the hire anniversary and the first payday.

Employees hired after June 30, 2011 are not eligible for Extended Longevity pay.

7.1.4 *Specialty Pay:* Compensation for additional duties and responsibilities unique to the classification (applicable only during tenure of the responsibility) is as follows: Communications Training Officer to receive five percent (5%) additional compensation on paychecks where reflected on their time sheets.

7.2 Retirement

7.2.1 *Public Employees' Retirement System (PERS)* : The City shall provide retirement benefits under the Public Employees' Retirement System (PERS) plan commonly known as the 2% @ 55 Retirement Plan. The City will also provide the "highest 12 consecutive month" benefit. The City shall provide the 1959 Survivor Benefit, Level IV. Employees hired prior to January 1, 2013, or individuals that are hired on or after that date that are not defined as "new members" pursuant to Government Code Section

7522.04(f), shall be subject to this formula.

7.2.1.1 Effective the first full pay period in October 2011, employees shall pay one-third (1/3) of the cost (.837%) 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 (1.67%) of the after-added benefits of their PERS plan in existence as of July 1 2011.

7.2.1.3 Employees hired after June 30, 2011 shall pay one hundred percent (100%) of the after-added benefits of their PERS plan (2.51%).

7.2.2. Employees hired on or after January 1, 2013, pursuant to the California State Legislature's passage of the Public Employees' Pension Reform Act (PEPRA) in 2012, who are defined as "new members" in California Government Code Section 7522.04(f), shall receive the 2% at 62 pension benefit formula, as specified in Government Code Section 7522.20(a).

7.2.2.1 Effective July 1, 2013, new members subject to the 2% at 62 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 formal for future hires.

7.2.3 *Retirement Medical Benefit:*

7.2.3.1 The City will contribute fifty percent (50%) of the employee-only premium for health insurance upon retirement, provided the employee has been employed with the City of Cloverdale for eighteen (18) years or longer and has reached the age of fifty (50) years.

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

7.2.4 *Retirement Medical Benefit for Spouse:* The City will make available medical insurance for the employee's spouse at the sole expense of the employee.

7.3 Miscellaneous Benefits

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

7.4 Uniform Allowance

7.4.1 *Allowance Amounts:* Effective July 1, 2014, the City agrees to pay as a uniform allowance to all employees listed in this article the following amounts:

1) Dispatchers: One thousand twenty-five dollars ($1,025) per year

2) Part-Time Dispatchers: After two thousand (2,000) hours of work as a part-time

Dispatcher, through a memo from the department head, a check equal to twenty-five percent (25%) of the current full-time Dispatcher's clothing allowance will be paid to the part-time Dispatcher.

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 pro-rated uniform allowance. The uniform allowance will be paid the first full pay period following the completion of 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.

7.4.1.2 The City will provide necessary uniform components to newly hired employees during the course of the year, to a standard set by the Chief of Police or his/her designee. Any newly hired employee will not receive a uniform allowance until successfully completing the required probationary period.

7.4.1.3 The standard uniform components for any newly hired full-time employee shall consist of:

1) Four (4) shirts (two short-sleeve and two long-sleeve)
2) Two (2) pants or two (2) skirts (or comparable equivalent combination)
3) Belt
4) Name Tag
5) All patches
6) Badge (property of City of Cloverdale)

7.4.2 *Reimbursement for Uniforms and Uniform Equipment:* The City agrees to reimburse employees for uniforms and uniform equipment that are damaged or stolen during duty hours or while stored at a City facility, provided 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.

7.5 Vacation

7.5.1 *Rate:* Vacation time will be accrued as per the following schedule. Vacation days are based upon a ten (10) hour day.

Length of Service (in Months)	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:* Employee shall be permitted to accumulate 350 hours of vacation time.

7.5.3 *Sell-Back Limitation:* The City agrees that employees may, with the approval of the Chief of Police or his/her designee, sell back up to six (6) days (sixty (60) hours) per fiscal year. If a unique situation arises, an employee may apply to the City Manager through the Department Head for an exception to this provision. It is the City Manager's discretion to grant or deny that request.

7.6 Workday/Work Week

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

7.6.2 *Work Week Defined:* The City agrees that a normal work week for employees shall consist of consecutive workdays, followed by consecutive days off.

7.7 Overtime/Compensatory Time

7.7.1 *Overtime Rate:*

1) Dispatchers: 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.

2) Part-Time Dispatchers: Overtime pay will be computed at one-and-one-half (1.5) times straight pay for all work in excess of ten (10) hours in a workday.

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 hundred (200) working days.

7.8.3 *Compensation for Unused Sick Leave:* Upon termination or retirement, the City will compensate employees for 35% of accrued but unused sick leave, up to, but not in excess of a two thousand (2,000) hour cap. The compensation shall be calculated based upon the employee's hourly rate at the time of termination or retirement.

7.8.4 *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

7.8.5 *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 and Meetings

7.9.1 *Callback:* Callback shall apply only to those situations where an employee's shift is changed within twenty-four (24) hours prior to the start of his/her shift, or if called back on his/her scheduled days off. Employees shall receive two (2) hours credit, in addition to total time worked, when the employee is called back during non-duty hours. Said two (2) hours are to be computed at straight time; provided, however, that once an employee has been called back, he/she shall not receive additional callback hours' credit for any subsequent callbacks within three (3) hours of the beginning of the previous callback.

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 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 will be compensated at two (2) hours in addition to time worked. Said two (2) hours are to be compensated at straight time.

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 three-and-one-half (3.5) hours. The described court time shall be one-and-one-half (1.5) times the hourly rate. If the employee's court appearance extends beyond the minimum three-and-one-half (3.5) hours' compensation, 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 actual time in court.

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 of Police or his/her designee 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.

When the Court requires an employee to remain available for callback at any time, the employee shall receive standby pay. Standby pay shall be compensated at the rate of two-and-one-half (2.5) hours per eight (8) hours of such standby time, with a minimum paid of two-and-one-half (2.5) hours. Compensation will be at straight time.

7.9.5 *Mandatory Squad Meetings:* 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.

7.10 <u>Additional Incentives</u>

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 *Bi-Lingual Proficiency:* The City will pay one hundred fifty dollars ($150) per month to employees who achieve or have proficiency in the Spanish language. Proficiency in the Spanish language may be obtained by the completion of two years of conversational Spanish at the Junior College level, or upon furnishing a certificate indicating proficiency. To continue receiving the $150 per month premium for proficiency in Spanish, the employee shall be required to re-qualify every two years. Requalification shall be accomplished by submitting a

certificate indicating continued proficiency in the Spanish language. The City shall make arrangements with a qualified party to administer a requalification program.

7.11 P.O.S.T.

7.11.1 *Certificate Pay:* The City shall add to the base salary of each permanent, full-time employee who has been awarded an Intermediate Certificate from P.O.S.T. the amount of fifty dollars ($50) per month; and the City shall add to the base salary of each permanent, full-time employee who has been awarded an Advanced Certificate from P.O.S.T. the amount of one hundred dollars ($100) per month. A full-time employee who has been awarded an Intermediate and an Advanced Certificate shall, therefore, have the amount of one hundred fifty dollars ($150) added to his/her base monthly salary. If an employee attains a new Intermediate or Advanced Certificate during the year, the applicable certificate pay will go into effect as of the first full month following the attainment.

7.11.2 *Training:* Upon prior approval of the Chief of Police or his/her designee, employees may be assigned to training class on an annual basis. The Chief of Police or his/her designee may use staffing, budget constraints and a list of training attained by dispatchers in determining if an employee should receive the additional training.

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 Chief of Police prior to the time set for the beginning of his/her regular duties. Immediate family shall include the 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	3rd Monday in January
3	Lincoln's Birthday	February 12
4	Washington's Birthday	3rd Monday in February
5	Good Friday	Noon until closing
6	Memorial Day	Last Monday in May
7	Independence Day	July 4

8	Labor Day	1st Monday in September
9	Admission Day	September 9
10	Columbus Day	2nd 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 full-time employees on the last payday of November of each year. EXCEPTION: The floating holiday will not be compensated in the annual holiday pay. Employees must use this holiday annually.

Part-time dispatcher(s) will be paid at one-and-one-half (1.5) times their straight time rate for working any portion of holidays #1 - #14.

7.12.3 *Jury Duty:* When an employee is called to Jury Duty during a workday, the City currently pays 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 Police Chief 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 may 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 City-approved rate.

7.14 Insurance Programs

7.14.1 *Health Insurance:* The City shall pay all health and welfare insurance coverage as provided for in the Redwood Empire Municipal Insurance Fund (REMIF)-sponsored Health Plan. The employee may select the above-mentioned plan or other coverage as offered through the City. If any plan other than the REMIF 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 coverage cited in Section 7.14.1, the City agrees to maintain life insurance policies for each employee in the amount of the employee's annual salary. The City agrees to pay the premium for said insurance. City shall determine the insurance benefit plan which provides the above life insurance policy limits.

7.14.3 *Long-Term Disability:* The City agrees to pay one-half (50%) of the cost of a Long-Term Disability Plan for employees. Said Plan will provide a monthly benefit of sixty percent (60%)

of base salary, up to ten thousand dollars ($10,000) per month, and will provide a ninety (90) day waiting period before benefits commence.

7.15 Payments to Employees

The City agrees to continue to provide a detailed itemization of all non-salary payments for each employee.

The City will provide direct deposit of employee paychecks to banks, provided the City can provide such service at a reasonable fee.

7.16 Building Security

The City agrees that the outer lobby door of the police station may be locked between the hours of 9:00 p.m. and 7:00 a.m. for security purposes; provided, however, that the Chief of Police or his/her designee may issue operational rules regarding this subject.

7.17 Special Assignments

The City agrees to pay employees an additional five percent (5%) of base salary for the performance of special assignments upon approval of the Chief of Police or his/her designee. These assignments normally consist of performing additional work such as report writing and verifying accuracy of police officer-generated reports destined for use by the District Attorney or Courts.

7.17.1 Out of Classification Pay: An employee 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 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 s/he may be entitled.

7.18 Contract Distribution

Upon completion of negotiations and subsequent agreement, the MOU will be prepared, signed and copies distributed to each employee within thirty (30) days.

7.19 Business Cards

The City will pay the cost of business cards.

ARTICLE 8. DISCIPLINARY ACTION

(In accordance with Personnel Resolution No. 75-93 – Rule 11)

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) Incompetence;
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 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 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.

8.4 Procedure

8.4.1 *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.

8.4.2 *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.

8.5 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;

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 in writing or verbally 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.

Written reprimands and suspensions of less than one day are not entitled to the Appeal Rights and Hearing Procedures as outlined in Section 8.6.

8.6 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 for periods exceeding one (1) day is finalized. For purposes of this section, one day shall be defined as ten (10) hours for employees.

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

The Appeals 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 Office of Administrative Hearings or a hearing officer chosen pursuant to a strike list provided by 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 Appeals Board render its decision within thirty (30) working days from the conclusion of the hearing, unless otherwise stipulated 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.

8.7 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 supervisor. 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 or his/her designee. S/he 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 or his/her designee

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 Chief of Police'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/or the employee's representative. Within fifteen (15) working days after meeting with the employee and 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 of arbitrators shall be determined by the toss of a 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:

i. A mutual request that the arbitrator render a decision within sixty (60) calendar days from the conclusion of the hearing.

ii. No court reporter unless mutually agreed to by the parties.

iii. No post hearing briefs unless mutually agreed to by the 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

10.1 Prior MOU's

All prior MOU's, rules, regulations, ordinances and practices covering the represented classes, except where herein modified, shall remain in full force and effect during the term of this MOU.

ARTICLE 11. CONTENT, TERMS AND RECOMMENDATIONS

11.1 Severability

If any article or section of this MOU 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 MOU shall remain in full force and effect for the duration of this MOU. In the event of invalidation of any article or section, the City and the Association agree to meet within thirty (30) days for purposes of renegotiating said article or section.

11.2 MOU Provisions Prevail

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 this 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 Dispatchers' 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.

CITY OF CLOVERDALE:

Paul Cayler
City Manager

12/8/2015
Date

Jose Sanchez,
City Attorney
Approved as to Form

12/8/15
Date

CLOVERDALE DISPATCHERS' ASSOCIATION:

Tami Lemley, President
Cloverdale Dispatchers' Association

12-9-15
Date

Carolyn Peterson, Secretary
Cloverdale Dispatchers' Association

12-09-15
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 Dispatchers' Association as of July 1, 2015 are as follows:

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$24.3139	$25.5296	$26.8061	$28.1464	$29.5537
Bi-Weekly	$1,945.11	$2,042.37	$2,144.49	$2,251.71	$2,364.30
Monthly	$4,214.40	$4,425.13	$4,646.39	$4,878.71	$5,122.65
Annually	$50,572.84	$53,101.53	$55,756.71	$58,544.49	$61,471.77

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

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	$24.8002	$26.0402	$27.3422	$28.7093	$30.1448
Bi-Weekly	$1,984.01	$2,083.22	$2,187.38	$2,296.74	$2,411.59
Monthly	$4,298.69	$4,513.64	$4,739.32	$4,976.28	$5,225.10
Annually	$51,584.32	$54,163.65	$56,871.87	$59,715.35	$62,701.24