

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
CRESCENT CITY AND THE CRESCENT CITY POLICE
OFFICERS' ASSOCIATION REGARDING WAGES, HOURS, AND
OTHER TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING
CERTAIN PUBLIC SAFETY EMPLOYEES OF THE CITY OF
CRESCENT CITY FOR THE PERIOD OF JULY 14, 2013
THROUGH JUNE 30, 2016.

* * * * *

I N D E X

SECTION I	PURPOSE	PAGE	2
SECTION II	EFFECT OF M.O.U.	PAGE	2
SECTION III	DEFINITIONS	PAGE	2
SECTION IV	RECOGNITION	PAGE	2
SECTION V	EMPLOYER-EMPLOYEE RELATIONS RULES	PAGE	3
SECTION VI	WAGES	PAGE	3
SECTION VII	HOURS	PAGE	7
SECTION VIII	BENEFITS	PAGE	9
SECTION IX	MISCELLANEOUS PROVISIONS	PAGE	20
	SHIFT POLICY	PAGE	20
	PROBATION PERIOD/PAY STEPS	PAGE	22
SECTION X	DURATION OF M.O.U.	PAGE	22
EXHIBIT "A"	PAY SCHEDULE	PAGE	25

SECTION I - PURPOSE

The purpose of this Memorandum of Understanding (M.O.U.) is to describe certain agreements between the City of Crescent City, hereinafter referred to as "City" and the Crescent City Police Officers' Association, hereinafter referred to as "CCPOA," regarding wages, hours, and other terms and conditions of employment for the City's public safety employees covered by this M.O.U. originally adopted by City Council Resolution 1988-35 and as amended by Council Resolution 1991-42 dated 8-5-91, Resolution 1994-22 dated 7-18-94, Resolution 1995-28, and Addendum dated 3-18-97, Resolution 1999-15, Resolution 2002-5, Resolution 2003-02, Resolution No. 2006-18 and Resolution No. 2009-44.

SECTION II - EFFECT OF M.O.U.

This M.O.U. shall comply with all local, State, and Federal regulations applicable to such agreements. If any provisions of this M.O.U. violate said regulations, the M.O.U. may be amended at any time to conform to local, State and Federal law. This agreement is by reference incorporated into the City budget process.

SECTION III - DEFINITIONS

Except as otherwise provided herein, all words used in this M.O.U. shall have the same meaning as set forth in the City's Municipal Code, the City's Employer-Employee Relations Rules or the State of California's Government Code.

SECTION IV - RECOGNITION

The City agrees to recognize CCPOA as the recognized employee organization representing those City employees who are members or associate members of CCPOA at the time of the City's adoption of this M.O.U., and those employees who become members of CCPOA during the term of this M.O.U.. This recognition supersedes any former recognition and continues for the term of this M.O.U., unless CCPOA violates any terms or conditions of this M.O.U. or any City rule or regulation which may cause the termination of this recognition by the City, as per the Crescent City Municipal Code.

SECTION V - EMPLOYER-EMPLOYEE RELATIONS RULES

The parties hereto agree that the City's Employer-Employee Relations Rules, as included in the City's Municipal Code, shall continue in full force and effect for the term of this M.O.U., except that Section 8-220 shall be void for the purpose of disciplinary action. The City shall follow current laws and regulations including, but not limited to, the Police Officers' Bill of Rights in the implementation of disciplinary action.

With respect to Section 8-253-A(4)(ii) and (iii) of the City's Employer-Employee Relations Rules, Grievance Procedures, the following shall apply: During the second level of review, the department head shall have five (5) working days in which to schedule an investigation as he deems necessary and shall render a written decision. Further, should the employee still be aggrieved, the employee may appeal the decision within ten (10) working days of receipt of the written decision.

A hearing shall be conducted by a three (3) member panel consisting of a CCPOA member, a City representative, and a mediator from the California State Conciliation and Mediation Service, at no cost to the City. The panel's decision shall be advisory only to the City Manager.

SECTION VI - WAGES

A. WAGES ESTABLISHED

City agrees to compensate the employees covered by this MOU as described on Exhibit "A".

B. PAY PERIOD.

The City agrees to continue the biweekly pay period for the term of this M.O.U. The pay period shall be from Sunday to the Saturday fourteen calendar days following. Employees shall be compensated for their services within five (5) working days after the conclusion of a pay period.

C. OVERTIME.

The parties agree that the City will compensate overtime in a manner which is consistent with the Fair Labor Standards Act (FLSA) and California Labor Code 510, unless otherwise amended herein. For the purpose of this section,

guidelines established under FLSA shall provide relative to hours, overtime provisions, and other compensable items. Vacation and sick leave time shall qualify toward the employee's total work week hours for computation of overtime. All overtime is subject to the approval of the department head. For the purpose of this M.O.U., the work period shall be eighty (80) hours within a fourteen (14) day period.

1. Employees called out to work on an emergency or call-out during a scheduled-off time period shall receive at a minimum two (2) hours of overtime pay for any call-out lasting less than two (2) hours. For emergencies or call-outs lasting two (2) hours or longer, the employee shall receive the normal overtime rate for all such time spent on the emergency or call-out. The City shall provide a paid meal for each employee working in a call-out emergency lasting more than five (5) hours in duration. If an employee receives another call-out within the first two (2) hours of a previous call-out, the call-out will be treated and calculated as one (1) call-out.

2. Employees assigned to work overtime at either the beginning or at the end of a normal work shift shall be compensated for only such time actually spent working. No minimum is guaranteed for such work.

3. In the case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect, and compensation procedures will be determined at that time for such condition.

4. Court time:

(a) If an officer appears in court, in his/her capacity of a police officer while off duty, he/she shall receive a minimum of two (2) hours pay at his/her overtime rate.

It is recognized by the City and CCPOA that this provision is designed to compensate the employee for the inconvenience of reporting to court off-duty, and therefore, the employee is not expected to stay beyond the required court appearance. However, the employee is expected to report to work during periods of extended waiting.

(b) If an officer is ordered by his supervisor to call the District Attorney or his office while not on duty, he/she shall be compensated at his/her overtime rate for a minimum of two (2) hours. If the District Attorney or his

office, with the approval of the officer's supervisor or the Chief of Police, calls the officer, the officer shall be compensated at his/her overtime rate for a minimum of two (2) hours.

5. Compensatory Time Off Plan:

This plan is intended to qualify under California Labor Code 204.3. This plan will be subject to the following conditions and restrictions in addition to the limits set by California Labor Code 204.3.

a. When overtime is authorized by the supervisor, a police officer may at his/her option elect to have 1.5 hours for each hour of overtime worked added to his/her Comp Time Bank. The election will be made at the time the overtime is worked and shall not be changed later. The maximum allowed to be accumulated in an officer's Comp Time Bank will be one hundred sixty (160) hours. Once an officer has accumulated 160 hours, he/she shall not accrue any more. The maximum accrual allowed at the end of the City's fiscal year will be sixty (60) hours.

b. At the request of the employee, upon a five working day written notice, the City will pay overtime compensation in cash in lieu of compensating time off for any compensating time off that has accrued for at least two pay periods. Cash out down to 60 accumulated hours will be mandatory at the end of the City's fiscal year, i.e., the last payroll ending in June.

c. Use of the hours accumulated in the Comp Time Bank will be subject to the same requirements as use of vacation or sick pay. The compensation amount for use or cash out will be according to California Labor Code Section 204.3 i.e., "If compensation is paid to an employee for accrued compensating time off, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment."

D. HOLIDAY PAY

The parties hereto agree that holiday pay shall be provided to those employees covered by this agreement who are assigned to work on City-designated holidays. Holiday pay shall be equal to the employee's regular hourly rate of pay (as of the payment date) times ninety-eight hours to be provided in a lump sum payment on or before the first Friday in December of each year. Employees who are employed for less than one (1) year prior to the payment date shall be

paid seven (7) hours of pay for each month of full-time probationary or permanent employment. Employees promoted, transferred or terminated during the year shall receive seven (7) hours of pay for each full month of full-time permanent employment in a qualified position.

E. BONUS PAY PROGRAMS.

The City shall compensate the employees covered by this agreement for certain bonus pay as follows:

1. California POST Intermediate Certificate - \$500/yr
2. California POST Advanced Certificate - \$1,000/yr
3. California POST Supervisory Certificate - \$1,500/yr
4. AS/AA Degree - \$300.00/yr
5. BS/BA Degree - \$500.00/yr

The Chief of Police must certify the qualifications being achieved by each officer and payment will be made along with holiday pay. Bonus pay programs are not cumulative among POST certificates and among college degrees.

EDUCATION & TRAVEL.

The City will reimburse costs for education based upon IRS Regulation 1.162-5, as noted here: "Employer-paid education that is related to the employee's current job is excluded from income as a working condition fringe benefit if the following conditions are met:

- (1) The courses must not be necessary to meet the minimum education requirements of the current job.
- (2) The courses are not taken to qualify the employee for a promotion or transfer to a different type of work.
- (3) The education must be related to the employee's current job and must help maintain or improve the knowledge and skills required for that job (e.g., refresher or update courses). If the requirements change while the employee is working, employer-paid education designed to meet them is a working condition fringe benefit.

Additionally, all education reimbursement must be pre-approved (before classes start) by the Chief of Police and the City Manager.

Should the City require officers covered by this agreement to attend certain educational programs, the City shall pay the cost of tuition and materials pursuant to the schedule of authorized travel reimbursement in the City's annual budget. In addition, should the program require the employee to leave Crescent City, the City shall pay the cost of transportation, travel and meals as per City-approved travel policy.

OUT-OF-CLASSIFICATION PAY.

The City agrees to pay adjustment for officers working out of their classification for more than ten (10) consecutive working days.

F. FTO PAY.

While an officer (non-sergeant) is training a probationary employee or reserve, he/she shall receive an additional five percent (5%) of his/her hourly wage.

G. Assignment Pay

An officer assigned to one of the following positions shall receive an additional five percent (5%) of his/her base hourly wage, during the duration of the assignment:

Detective
K-9 Officer
School Resource Officer
Motorcycle/Traffic Officer

SECTION VII - HOURS

A. EMPLOYEE STATUS.

The City agrees to maintain for its permanent full-time employees an average eighty (80) hours each pay period in order to be considered full-time.

Only permanent employees shall receive full or pro rata benefits hereafter stated in this M.O.U. Employees assigned to a position requiring less than twenty (20) hours of

working each work week on an annual basis, or requiring less than an annual work schedule, shall be considered temporary or seasonal.

B. REPORTING PLACE.

The parties hereto agree that employees shall report to their office or work station as assigned by their supervisor at the starting time as established by their department head. Employees shall be ready to commence work at the start of the work day by being at their work station and ready to begin work.

C. WORK DAY DESCRIBED.

The parties hereto agree that the normal work day for employees shall be eight (8) hours or 12 hours in any one work day, unless the Chief of Police after meeting and conferring with the CCPOA, assigns the employee to work a different schedule. Such shift change shall occur after the Chief has provided the employees a five (5) day advanced notice, except in the case of emergencies or manpower shortages. The employees who are assigned to a one (1) hour lunch break shall not be compensated for the hour unless the employee is required to work through the lunch break.

D. LONGEVITY.

Effective July 1, 1991, the City agrees to implement a longevity plan which would add the following percentage increases to each safety employee:

Effective January 26, 2003, five percent (5%) after ten (10) years of consecutive service with the City.

An additional five percent (5%) after twenty (20) years of consecutive service with the City.

E. REPORTING TIME.

Employees shall, at the discretion of their department head, have one-quarter (1/4) of one hour reduced from their pay for each fifteen (15) minutes they report to work later than their normal starting time. Employees who fail to report to work after the second thirty (30) minutes of their starting time shall have reduced from their pay one (1) hour of compensation. Continued lateness for work shall result in disciplinary action against the employee.

Employees leaving their work area early without the prior authorization of their department head shall have their pay reduced in a similar manner as is provided for employees who are late for work, and in addition, such absence may be considered as a refusal to work and as such shall be considered as grounds for disciplinary action.

SECTION VIII - BENEFITS

A. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PROGRAM.

Classic Members.

The City agrees to maintain a two percent (2%) at age Fifty (50) PERS Retirement Plan for the permanent employees who are "classic members", as defined by CalPERS, by paying the PERS employer contribution.

Effective July 14, 2013, classic members agree to pay a 4.5% member contribution rate to PERS.

Effective July 1, 2014, classic members agree to pay a 7% member contribution rate to PERS.

Effective July 1, 2015, classic members agree to pay a 9% member contribution rate to PERS.

Employees shall remain responsible for the additional contribution per bi-weekly pay period for the '59 Survivor's Continuance Benefit. The PERS program offered by the City for classic members consists of the PERS basic Safety plan of two percent (2%) at age fifty (50) program plus the '59 Survivor's Continuance Benefit.

Effective January 1, 2000, the City agreed to provide the PERS Retirement Employer Paid Member Contribution (EPMC) option of reporting the value of employer paid member contributions to PERS, in accordance with Government Code Section 20636(c).

Effective July 14, 2013, this benefit will consist of the City paying 4.5% of (eligible earnings) the PERS member contribution for classic members.

Effective July 1, 2014, this benefit will consist of the City paying 2% of (eligible earnings) the PERS member contribution for classic members.

Effective July 1, 2015, this benefit will consist of the City paying 0% of the PERS member contribution for classic members.

New Members.

The City agrees to provide a two and seven/tenths percent (2.7%) at age 57 PERS Retirement Plan for the permanent employees who are "new members", as defined by CalPERS, by paying the PERS employer contribution rate. New members will pay 50% of the total annual normal cost of pension benefits for PERS retirement, rounded to the nearest one quarter of one percent, or the current member contribution paid by similarly situated classic members, whichever is greater, up to 12%.

There is no Employer Paid Member Contribution (EPMC) optional benefit for "new members".

B. DEFERRED COMPENSATION.

The City agrees to make available to all employees covered in this M.O.U. a payroll deduction to allow the employees to participate in the International City Management Association Retirement Corporation's Deferred Compensation Program. These contributions shall be made by the employees on a voluntary basis.

C. UNEMPLOYMENT COMPENSATION.

The City agrees to continue unemployment compensation coverage for its employees covered by this M.O.U. at the rate required by the California Employment Development Department. Upon resignation from the City, the employee shall provide to the City a statement as to the reason for their resignation, and their authorization for the City to release said information to the California Employment Development Department upon a request for information regarding an unemployment claim.

D. WORKERS' COMPENSATION

1. Workers' Compensation Coverage.

The City agrees to continue its Workers' Compensation coverage for the employees covered by this M.O.U. The cost of said coverage is determined by the City's self-insurance group and does not require any contribution on the part of the employees.

2. Physical Conditioning Program.

The City agrees to provide to each employee an annual family membership at the City's Fred Endert Municipal Pool, so long as the City continues to operate said facility, at no cost to the employee. The purpose of this program is to reduce Workers' Compensation claims.

3. Reimbursement for Damaged Property.

The City agrees to compensate employees who suffer a financial loss for damage or loss of personal property while performing their required duties in a proper and safe manner, and when not due to negligence on the part of the employee. The following chart describes the maximum replacement or repair benefit that the City may provide:

ITEM	MAXIMUM BENEFIT
Watches.....	\$ 50.00
Shoes (excluding uniform boots).....	\$ 45.00
Personal Clothing Items (excluding uniform apparel)	\$ 60.00
Prescription Eyeglasses/Contact Lenses..	Actual Cost of like replacement.
Safety Equipment.....	Actual Cost of like replacement (Employee-purchased item(s)with approval of Chief of Police)
Jewelry (Rings, necklaces, etc.).....	Not applicable

4. Safety Equipment.

The City shall provide to employees covered by this agreement safety equipment as required or recommended by Section 50081 of the Government Code, and such other safety items as the City deems appropriate. The Chief of Police shall consult with representatives of the CCPOA regarding the selection of such equipment prior to a final decision.

5. Uniform Allowance Reimbursement.

The City shall provide to all police patrol officers and sergeants required uniforms including uniform shoes or boots at no cost to the officers. Employees covered by this agreement who are assigned to investigation for more than four (4) consecutive months shall receive fifteen dollars (\$15) biweekly starting in the fifth (5th) month as a clothes allowance reimbursement. An employee assigned to a detective position shall receive fifty dollars (\$50) per month as a clothes allowance reimbursement. Safety equipment

is not affected by this section and shall continue to be provided by the City.

E. HEALTH AND WELFARE INSURANCE.

FLEXIBLE BENEFIT PLAN.

Effective January 1, 2000, the City will establish a flexible benefit plan for employee health benefits in accordance with IRS Code Section 125, with the following provisions:

FIRST TIER HEALTH BENEFIT PLAN

Permanent employees eligible for the first tier health benefit level are those employees who were hired prior to the ratification date of this agreement.

- Effective December 7, 2009, the City will allocate \$1025 per month per employee to cover premium costs for medical, vision, dental, air ambulance, long-term disability, and life insurance.
- Total monthly premium costs of selected insurance coverages which exceed the monthly allocation will be the responsibility of the employee.
- The minimum employer contribution to CalPers Health Coverage may not be less than the amount specified in GC 22892(b). Effective December 7, 2009, the minimum employer contribution will be \$150.00 per month.
- The minimum required coverages that each employee must select under the flexible benefit plan are: a CalPers administered Health Plan, vision insurance, dental insurance, air ambulance insurance, long term disability insurance and life insurance coverages offered by the City. In order to be excluded from the requirement for the CalPers administered Health Plan, vision insurance, and dental insurance, an employee shall submit verification of equivalent alternate coverages for health, vision, and dental insurance. Air ambulance, long term disability, and life insurance coverages are required.
- Any amount in excess of the employee's total monthly premium costs but less than the monthly allocation is disburseable to the employee on a taxable income basis, in accordance with IRS Code Section 125.

SECOND TIER HEALTH BENEFIT LEVEL

Permanent employees eligible for the second tier health benefit level are those new employees who are hired on or after the ratification date of this agreement.

- The health benefit provisions for the second tier eligible employees are the same as the first tier health benefit level with the following exception:

New employees hired on or after the ratification date of this agreement are not eligible to "cash out" any unused, excess portion of the Section 125 plan monthly benefit allocation.

1. MEDICAL INSURANCE COVERAGE.

The City agrees to offer CalPers Health Coverage to the employees covered by this M.O.U. Such coverage includes the employee and the employee's qualified dependents.

As required by the CalPers Health Program, eligible retirees of the CCPOA are qualified to participate in CalPers Health Plans. An employee must be enrolled in a CalPers Health Plan at the time of retirement in order to be eligible for CalPers Health Coverage after retirement.

The City will **not** make an employer contribution to an optional (non-CalPers) health coverage plan after retirement by an eligible retiree of the CCPOA.

The City also agrees not to change the insurance carrier or the scope of coverage without concurrence of the CCPOA.

2. Life Insurance Coverage.

The City agrees to continue to provide life insurance coverage for the employees covered by this M.O.U. in an amount equal to one and one-half times the employee's annual salary rounded up to the nearest whole thousand dollar figure.

3. Dental Insurance Coverage.

The City agrees to continue to provide dental insurance to the employees covered by this M.O.U. except for applicable deductibles. The coverage shall include the employee and qualified dependents. The carrier of this coverage shall not be changed without the same conditions as provided for a change of the medical insurance carrier.

4. Long-Term Disability Insurance Coverage.

The City agrees to continue to provide long-term disability insurance coverage to the employees covered by this M.O.U..

5. Vision Care Insurance Coverage.

The City agrees to continue to provide Vision Care insurance coverage for the employees covered by this M.O.U.

6. AIR AMBULANCE INSURANCE COVERAGE.

The City agrees to continue to provide air ambulance insurance coverage for the employees covered by this M.O.U., except for applicable exclusions. The coverage shall include the employee and qualified dependents.

F. HOLIDAYS.

The City agrees to provide the non-patrol employees covered by this M.O.U. with the following holidays off from work and with pay, during each calendar year:

New Year's Day	January 1
Martin Luther King Day	January (3rd Monday)
President's Day	February(3rd Monday)
Memorial Day	May (Last Monday)
Fourth of July	July 4
Labor Day	Sept. (1st Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thurs)
Day after Thanksgiving	
Christmas Day	December 25
Two Christmas Season holidays	To be designated annually by City
Administration with concurrence of each employee association.	

Should any of the above-mentioned holidays fall on a Saturday, the employees shall have off the Friday before the holiday with pay. Should any of the above-mentioned holidays fall on a Sunday, the employees shall have off the Monday following the holiday with pay.

Those employees covered by this agreement who are assigned to the Patrol Division shall not receive any of the above holidays off.

G. LEAVES.

1. VACATION.

(a) For the purposes of determining vacation benefits, permanent employees working less than forty hours per week shall accrue vacation at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

(b) Accrual Schedule.

The following vacation schedule shall be effective on the first pay period after the effective date of this M.O.U.

Length of Service	Biweekly Accrual Rates
Date of Employment thru 12th month	4 Hours
13th month thru 120th month	5.23 Hours
121st month and beyond	6.15 Hours

(c) Utilization.

The parties hereto agree that employees covered by this M.O.U. may not accrue vacation beyond four hundred (400) hours. Vacation leave may not be granted to an employee with less than six (6) months of employment.

Upon termination an employee shall be compensated for accrued vacation.

(d) Elective Vacation Cash-Out Plan

Employees have the elective option to cash-out up to 40 hours of accrued vacation leave once every six months. An employee must have a minimum balance of 240 hours of accrued vacation at the time of the cash-out request. An employee must have used at least 40 hours of vacation in the previous 12 month period. Any vacation leave cash-out will be subject to budget availability and to the approval of the City Manager and Finance Director.

2. Sick Leave.

(a) For the purposes of determining sick leave benefits, permanent employees working less than forty (40)

hours per week shall accrue sick leave at a rate equal to the normal rate for their service longevity times the percentage of full-time that their average work week represents.

(b) Accrual Schedule.

The following sick leave schedule shall be effective on the next complete pay period following adoption of this M.O.U.:

Length of Service	Biweekly Accrual Rate
Date of Employment to a maximum of 720 hours of accrued sick leave	4 Hours

(c) Conversion to Sick Leave Bank.

Employees whose available sick leave accrual equals or exceeds 720 hours at the end of a biweekly pay period shall, for the next pay period and any subsequent pay periods until the accrual is below the maximum of 720 hours, be compensated by having one hour per pay period deposited into a CCPOA sick leave time bank. Use of sick leave hours from the time bank shall be by approval of such means mutually agreed upon by CCPOA and the City Manager. Total sick leave bank accruals deposited shall not exceed 960 hours available at any time. In the event the employee reaches the maximum vacation accrual and the sick leave bank reaches the maximum accrual, no further accruals or conversion shall occur.

(d) Utilization.

Employees may utilize accrued sick leave after their first month of employment on their first day of illness. After three (3) consecutive days of illness, an employee may be required to provide a physician's "return to work" release in writing. In addition to illness, employees may utilize a maximum of three days of sick leave per calendar year for medical, optical, or dental appointments for dependent children and spouse. Employees who violate or misuse the sick leave provisions may be required to provide a physician's report for each day off when sick leave is requested, and upon further misuse, the employee may be disciplined. Employees returning from sick leave with restrictions must accept light duty when offered. Failure to do so will be considered a voluntary quit and the employee shall be terminated.

3. Bereavement Leave.

(a) Eligibility & Accrual rate.

Permanent employees are eligible for bereavement leave to a maximum of three (3) workdays per incident with pay.

(b) Utilization.

Upon the prior approval by the employee's department head, the employee may utilize bereavement leave upon the death of an immediate family member. Should additional time be necessary, the employee may utilize two (2) sick leave days. The department head may approve the employee's utilization of vacation if additional time is required.

4. Jury Leave.

(a) Eligibility.

All employees are eligible for jury leave when called by the court to serve as a juror. Employees shall receive their normal compensation so long as the City is reimbursed by the employer for juror or witness fees received.

(b) Utilization.

The employee shall provide to their department head a copy of the summons, notice, or subpoena directing the employee to appear at the court. On a day an employee reports for jury duty and learns that services are not needed that day, the employee must return to work for the balance of the regular work shift.

5. Court Time Leave.

Employees who are subpoenaed or noticed by a Court of a required appearance associated with their duties as a police officer for the City, and when such court is located outside Del Norte County, shall be granted court time leave with pay for such time spent appearing at this court, and for such time necessary to travel to and from the court's location.

6. Military Leave.

The City shall provide military leave as provided by California State Law.

7. Leave of Absence With/Without Pay.

(a) Eligibility.

Permanent employees are eligible for a leave of absence, with or without pay, upon the approval of the employee's department head and the concurrence of the City Manager.

(b) Utilization.

Leave with pay may be provided to an employee when the City requires the employee to be absent due to educational, disciplinary, or for emergency reasons. Leave without pay may be provided to an employee when it is necessary for the employee to be absent due to one of the following reasons and the employee has made the request:

1. Educational purposes;
2. Long-term illness and/or pregnancy;
3. Family death;
4. Natural disasters & family emergencies;
5. Other related emergencies;
6. Maternal/Paternal child care.

Except in the case of natural disasters, the employee shall obtain prior written approval stating the reasons for the leave request and the expected term or duration of such leave. Such leave shall not be approved by the department head and City Manager in excess of one hundred twenty (120) calendar days in duration, except that the City Manager, upon the recommendation of the employee's department head, may approve one subsequent ninety (90) day leave of absence without pay.

(c) Accrual of Benefits During Such Absences.

The employee shall not accrue any benefits, nor shall City pay for any benefits during such approved leave of absence without pay.

8. General Leave Provisions.

(a) Return to Work Requirements.

The parties hereto agree that at least one week prior to the expiration of the approved leave of absence, with or without pay, the employee shall notify the department head of their intention to return to work. Upon the expiration of an approved leave, the employee shall return to work on

the next following regular work day. Failure to return to work will be considered as a voluntary resignation on the part of the employee unless prior approval is obtained from the employee's department head.

(b) Determination of Continuous Service.

The length of an employee's service shall be considered continuous while the employee is on an approved leave with pay, and if the employee returns to work on the required return-to-work day. Upon re-employment from an involuntary layoff or an expiration of a leave of absence without pay, the employee's previously-accrued sick leave credits shall be restored. Employees returning from a voluntary resignation shall not receive any credits by virtue of their previous employment toward any leave accrual or restoration.

(c) Effect of a Transfer.

In the event of a voluntary or involuntary transfer of any employee within the City, the employee's leave credits shall also be transferred in their full amount.

9. Administrative Time Off

In recognition of the Lieutenant position as an exempt position, the City agrees that the Lieutenant will receive forty (40) hours of paid administrative time off each fiscal year. Such administrative time off will be used by the Lieutenant within the fiscal year it was received and will not carry forward from year to year.

H. Firearm Purchase Program

The City of Crescent City agrees to implement an employee firearm acquisition policy, which will allow sworn, permanent, full-time officers to purchase one on-duty firearm per officer, in accordance with firearm specifications approved by the Chief of Police. The purchase amount shall not exceed \$2,000 per firearm, including the cost of accessories such as a sling, light, case, magazine, scope, etc., and shall be paid through payroll deductions within two years of purchase. Both the City Manager and the Finance Director, subject to the availability of funds, must approve the loan.

No purchase shall be made under this section until any outstanding previous purchase or employee loan (including computer loans) has been paid in full.

If an employee leaves City employment, any outstanding loan balance shall immediately become due and payable. Probationary employees are excluded from purchasing firearms under this section.

SECTION IX -MISCELLANEOUS PROVISIONS

Shift Policy:

PREAMBLE. This shift policy has been designed to address two separate, but equally important, concerns: (1) Concerns of Crescent City Police Department personnel relative to family, personal commitments, education and morale. (2) Concerns of City Administration involving organization, establishing departmental goals, inter-relationships within the department, supervision conflicts and public relations. It is understood and agreed to by the parties that the review and continued existence of this policy will be based on its ability to address the concerns indicated above.

Additionally, it is agreed to by the parties that scheduling of shifts and setting the goals of the department is the exclusive right of the City. This is consistent with City Municipal Code sections and with the existing Memorandum of Understanding with CCPOA.

PROCEDURE. The following procedure shall be used in the assignment of shifts within the Crescent City Police Department.

1. All shift assignments shall be on a four (4) month basis. The Department shall establish procedures in conformance with these procedures to make changes in the shifts at the end of each four (4) month period.

(A) Shifts will be from January through April, May through August, and September through December, or as agreed to by the Chief of Police and CCPOA sergeants and officers.

(B) The term "shift" as used during this 12 hour plan refers to either dayshift (0600 - 1800) or nightshift (1800 - 0600).

2. CCPD officers shall have the right to select the available shift of their choice on a seniority basis.

Seniority shall be established based on length of full-time service with the CCPD.

(A) Choices of available days off will continue to be assigned by officer seniority.

(B) Not more than one (1) sergeant shall be assigned to any given shift unless authorized by the Chief of Police.

(C) The Chief of Police shall determine the number and type of positions available for selection on each shift.

(D) The Chief of Police shall have the exclusive right to change the positions assigned to any given shift in the interest of City priority, safety, special need or other valid reason.

(E) Special assignment shall not necessarily be made on a seniority basis. However, in fulfilling a special need, the Chief may consider seniority as part of the selection process.

3. The following positions with the CCPD are exempt from the shift selection process and shall be assigned in accordance with departmental needs as determined by the Chief of Police: Dispatch or Records personnel, Detectives, Narcotics' Officers, K-9 Officers, or such other specialty positions which may from time to time be established.

4. Officers may change shifts within the four (4) month rotation period with the permission of their respective sergeants, and approval of the Chief of Police. If a sergeant is not assigned to the shift, the Police Chief shall act as the shift supervisor for the purpose of this section.

5. In the event of a conflict arising from implementation of a specific policy or procedure relative to shift selection, the Chief of Police shall be the final authority on how those policies or procedures apply. The Chief, in making a determination, shall consider the needs of the officer(s) involved and may consult and confer with CCPOA in reaching his/her decision.

6. This program shall be reviewed by City Administration and CCPOA representatives one (1) year after implementation. The purpose of that review will be to determine if the procedures are meeting the goals outlined in the Preamble to this Shift Policy.

Probation Period/Pay Step Increases:

Effective 6-2-94, the City and the CCPOA agree to the following policy in an attempt to clarify the existing policy on probation/pay step increases:

The probationary period shall be regarded as a part of the examination process, and shall be utilized for closely-observing the employee's work, for securing the most efficient training in adjustment of a new employee to the position, and for rejecting any probationary employee whose performance is below average or unsatisfactory.

The Police Department shall establish two (2) separate and distinct classifications of police officer probationary periods:

CLASS I: Twelve (12) months probation. Officers at time of appointment are in possession of a valid California POST Basic Certificate.

CLASS II: Eighteen (18) months probation. Officers at time of appointment are not in possession of, and have not completed all the requirements for issuance, of a POST Basic Certificate by the State of California.

All other terms and conditions relative to the probationary period shall be defined as currently written in the City-adopted Employer-Employee Relations Rules.

The City and the CCPOA acknowledge that the creation of the probationary period in Class II was not implemented for an arbitrary reason, but to allow the City to more accurately review the work performance of those officers required to attend the POST Basic Academy prior to starting the Department's field training program.

SECTION XI - DURATION OF M.O.U.

(A) DURATION.

The City and CCPOA agree that this M.O.U. shall be effective upon City Council approval and shall remain in full force and effect through June 30, 2016, as amended and referenced in Section I - Purpose. It is further acknowledged by both parties that certain portions of this agreement may require amendments during the term of this

M.O.U. if State and Federal statutes and regulations so direct.

(B) SEVERANCE & CONTINUATION.

If any provision of this M.O.U. is held invalid or unconstitutional, such decision shall have no effect on the validity of the remaining provisions of this M.O.U., and such remaining provisions shall continue to remain in full force and effect.

(C) WAIVER.

The parties hereto acknowledge that during the negotiations which resulted in this M.O.U. each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet-and-confer, and that the understandings arrived at by the parties after exercising that right and opportunity are set forth in this M.O.U. Therefore, the parties hereto, for the duration of this M.O.U., and subject to the exceptions contained herein in Section VI, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet-and-confer with respect to any subject or matter in this M.O.U., in the event that either party desires to meet-and-confer or consult in good faith.

(D) PROCEDURE TO FURTHER MEET AND CONFER.

In the event that either party has requested the other party to meet-and-confer, and the other party has consented to such discussions, the parties hereto agree that such additional discussions may result in amendments to this M.O.U.. Such amendments shall be dated and numbered consecutively in order to assure proper understanding and authority for each amendment. Nothing contained herein shall prohibit the parties hereto from amending this agreement as authorized by applicable law.

**Agreed Hereto and
Recommended to City Council**

**Agreed Hereto for
CRESCENT CITY POLICE
OFFICERS' ASSOCIATION**

Eugene M. Palazzo
CITY MANAGER

Erik Apperson
PRESIDENT, CCPOA

DATE: _____

DATE: _____

Approved as to Form:

Martha D. Rice
Deputy City Attorney

Gene Votruba
VICE-PRESIDENT, CCPOA

DATE: _____

Joe Sullivan
SECRETARY/TREASURER, CCPOA

DATE: _____

ART FROLLI
OPERATING ENGINEERS LOCAL
UNION NO. 3

DATE: _____

EXHIBIT "A"
CCPOA PAY SCHEDULE

The parties hereto agree to the following pay schedule for the positions listed herein for the period July 14, 2013 to June 30, 2014. Effective for the first complete pay period in Fiscal Year 2013/2014. (Salaries are listed in hourly rates unless otherwise indicated.) This pay schedule reflects a 1% cost of living adjustment (COLA).

Police Recruit	\$14.14				
----------------	---------	--	--	--	--

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	\$16.67	\$18.69	\$20.71	\$22.73	\$24.75

Sergeant	\$25.25	\$26.77	\$28.28	\$29.80	\$31.31
----------	---------	---------	---------	---------	---------

Lieutenant	\$2525.00 - \$2913.47 Biweekly				
------------	--------------------------------	--	--	--	--

RULES FOR PAY STEP PROGRESSION: Employees shall move through the steps according to the following specifications.

POLICE OFFICER

STEP ONE: Entry level. Possession of a California POST Basic Academy Certificate or a California POST Basic Certificate.

STEP TWO: The requirements for advancement to Step Two are twelve (12) months of service with a successful completion of the Field Training Program, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service at Step Two, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service at Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, and an annual evaluation which meets or exceeds job standards.

Officers who possess a California Basic Academy Certificate or California POST Basic Certificate may be hired at Step One or Two at the discretion of the Chief of Police and with the concurrence of the City Manager. Lateral Entry Officers who possess a California POST Intermediate or Advanced certificate may be hired at any step between Step One and Step Four at the discretion of the Chief of Police with the concurrence of the City Manager.

POLICE SERGEANT

STEP ONE: Entry level. Four years of current full-time experience in law enforcement and possession of a California POST Intermediate Certificate. Completion of a California POST Supervisor's School within one year of appointment.

STEP TWO: The requirement for advancement to Step Two is twelve (12) months of service in Step One, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service in Step Two, possession of a California POST Supervisory Certificate, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service in Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, possession of a California POST Advanced Certificate, obtaining an AA Degree or equivalent college units (60) from an accredited college, and an annual evaluation which meets or exceeds job standards.

Applicable Notes:

All Officer and Sergeant Pay Steps - If a substandard annual evaluation is received, an employee shall be re-evaluated within 90-days.

Sergeant Pay Step 2 – Advancement to Step 2 will not be delayed if attendance at a California POST Supervisor's School is not completed within one year of appointment due to circumstances beyond the control of the employee.

Sergeant Pay Step 5 – An accredited college is one receiving accreditation from Western Association of Schools and Colleges. If accreditation is in question, approval may be given upon review at the City Manager's discretion.

EXHIBIT "A"
CCPOA PAY SCHEDULE

The parties hereto agree to the following pay schedule for the positions listed herein for the period July 1, 2014 to June 30, 2015. Effective for the first complete pay period in Fiscal Year 2014/2015. (Salaries are listed in hourly rates, unless otherwise indicated.) This pay schedule reflects a 1% cost of living adjustment (COLA).

Police Recruit \$14.28

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	\$16.84	\$18.88	\$20.92	\$22.96	\$25.00

Sergeant	\$25.50	\$27.04	\$28.56	\$30.10	\$31.62
----------	---------	---------	---------	---------	---------

Lieutenant \$2550.25 - \$2942.60 Biweekly

RULES FOR PAY STEP PROGRESSION: Employees shall move through the steps according to the following specifications.

POLICE OFFICER

STEP ONE: Entry level. Possession of a California POST Basic Academy Certificate or a California POST Basic Certificate.

STEP TWO: The requirements for advancement to Step Two are twelve (12) months of service with a successful completion of the Field Training Program, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service at Step Two, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service at Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, and an annual evaluation which meets or exceeds job standards.

Officers who possess a California Basic Academy Certificate or California POST Basic Certificate may be hired at Step One or Two at the discretion of the Chief of Police and with the concurrence of the City Manager. Lateral Entry Officers who possess a California POST Intermediate or Advanced certificate may be hired at any step between Step One and Step Four at the discretion of the Chief of Police with the concurrence of the City Manager.

POLICE SERGEANT

STEP ONE: Entry level. Four years of current full-time experience in law enforcement and possession of a California POST Intermediate Certificate. Completion of a California POST Supervisor's School within one year of appointment.

STEP TWO: The requirement for advancement to Step Two is twelve (12) months of service in Step One, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service in Step Two, possession of a California POST Supervisory Certificate, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service in Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, possession of a California POST Advanced Certificate, obtaining an AA Degree or equivalent college units (60) from an accredited college, and an annual evaluation which meets or exceeds job standards.

Applicable Notes:

All Officer and Sergeant Pay Steps - If a substandard annual evaluation is received, an employee shall be re-evaluated within 90-days.

Sergeant Pay Step 2 – Advancement to Step 2 will not be delayed if attendance at a California POST Supervisor's School is not completed within one year of appointment due to circumstances beyond the control of the employee.

Sergeant Pay Step 5 – An accredited college is one receiving accreditation from Western Association of Schools and Colleges. If accreditation is in question, approval may be given upon review at the City Manager's discretion.

EXHIBIT "A"
CCPOA PAY SCHEDULE

The parties hereto agree to the following pay schedule for the positions listed herein for the period July 1, 2015 to June 30, 2016. Effective for the first complete pay period in Fiscal Year 2015/2016. (Salaries are listed in hourly rates, unless otherwise indicated.) This pay schedule reflects a 1% cost of living adjustment (COLA).

Police Recruit \$14.42

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	\$17.01	\$19.07	\$21.13	\$23.19	\$25.25

Sergeant	\$25.76	\$27.31	\$28.85	\$30.40	\$31.94
----------	---------	---------	---------	---------	---------

Lieutenant \$2575.75 - \$2972.03 Biweekly

RULES FOR PAY STEP PROGRESSION: Employees shall move through the steps according to the following specifications.

POLICE OFFICER

STEP ONE: Entry level. Possession of a California POST Basic Academy Certificate or a California POST Basic Certificate.

STEP TWO: The requirements for advancement to Step Two are twelve (12) months of service with a successful completion of the Field Training Program, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service at Step Two, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service at Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, and an annual evaluation which meets or exceeds job standards.

Officers who possess a California Basic Academy Certificate or California POST Basic Certificate may be hired at Step One or Two at the discretion of the Chief of Police and with the concurrence of the City Manager. Lateral Entry Officers who possess a California POST Intermediate or Advanced certificate may be hired at any step between Step One and Step Four at the discretion of the Chief of Police with the concurrence of the City Manager.

POLICE SERGEANT

STEP ONE: Entry level. Four years of current full-time experience in law enforcement and possession of a California POST Intermediate Certificate. Completion of a California POST Supervisor's School within one year of appointment.

STEP TWO: The requirement for advancement to Step Two is twelve (12) months of service in Step One, and an annual evaluation which meets or exceeds job standards.

STEP THREE: The requirements for advancement to Step Three are twelve (12) months of service in Step Two, possession of a California POST Supervisory Certificate, and an annual evaluation which meets or exceeds job standards.

STEP FOUR: The requirements for advancement to Step Four are twelve (12) months of service in Step Three, and an annual evaluation which meets or exceeds job standards.

STEP FIVE: The requirements for advancement to Step Five are twelve (12) months of service in Step Four, possession of a California POST Advanced Certificate, obtaining an AA Degree or equivalent college units (60) from an accredited college, and an annual evaluation which meets or exceeds job standards.

Applicable Notes:

All Officer and Sergeant Pay Steps - If a substandard annual evaluation is received, an employee shall be re-evaluated within 90-days.

Sergeant Pay Step 2 – Advancement to Step 2 will not be delayed if attendance at a California POST Supervisor's School is not completed within one year of appointment due to circumstances beyond the control of the employee.

Sergeant Pay Step 5 – An accredited college is one receiving accreditation from Western Association of Schools and Colleges. If accreditation is in question, approval may be given upon review at the City Manager's discretion.