CITY OF WINTERS
california
Est. 1875

**RESOLUTION NO. 2013-32**

**MEMORANDUM OF UNDERSTANDING**
**CITY OF WINTERS**
**SERGEANT'S ASSOCIATION**

**Effective**
**July 2013**

**MEMORANDUM OF UNDERSTANDING**
**WINTERS POLICE SERGEANT**


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**PREAMBLE**

This Memorandum of Understanding (MOU) is entered into this ____ day of July, 2013, through June 30, 2014 between the City of Winters (hereinafter referred to as City) and the Winters Police Sergeant Association (hereinafter referred to as Association).

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## ARTICLE 1 - RECOGNITION

The City recognizes the Association as the representative for the employees in the Police Sergeant job classification (hereinafter referred to as employee).

## ARTICLE 2 - MEMORANDUM OF UNDERSTANDING RATIFICATION

Upon approval of the Association, this MOU will be submitted to the City Council and is of no force or effect until ratified and approved by a Resolution adopted by the City Council.

## ARTICLE 3 - MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City, however, if any modification occurs that effects wages, hours or working conditions, the City shall notify the Association and meet and confer regarding the impact of such modifications. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

A. Manage the City and determine services to be provided.

B. Schedule work hours and or work periods, determine the number and duration of work periods, and establish, modify, or change work schedules, and determine the necessity of overtime and the amount of overtime required.

C. Direct the work force and hire, promote, demote, transfer, suspend, or discharge any employee and determine the administration of discipline.

D. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions, or subdivisions thereof.

E. Determine the layout of buildings and equipment and determine control and use of City property, materials, and equipment.

F. Determine processes, techniques, methods, and means of performing work and

institute changes in procedures.

G. Determine the size, character and use of inventories.

H. Determine the financial policy, including accounting procedures.

I. Determine the administrative organization of the City, the size and character of the work force, and allocate or assign work to employees and determine duties to be included in any job classification.

J. Determine how new employees are selected.

K. Establish and judge quality and quantity standards.

L. Establish, modify, eliminate or enforce rules and regulations and determine the methods and means by which operations are to be conducted including placing or contracting work with outside firms and hiring part time employees.

M. Require employees, where necessary, to take in-service training courses during working hours.

N. Take any necessary action to carry out City responsibilities in cases of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms are in conformance with law.

## ARTICLE 4 - ASSOCIATION RIGHTS

A. The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to wages, hours, and other terms and conditions of employment.

B. The Association may schedule use of meeting space within City facilities outside working hours, provided there are no legal prohibitions, and such space is available. The Association may use City equipment normally used in the conduct of business meetings, such as desks, chairs, blackboards, etc. Use of City equipment and space shall not disrupt department operations.

C. The Association will have reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. Reasonable

advance notice is defined as public noticing as published by the City Clerk pursuant to state law, with a copy of the notice sent to the Association President. In addition, employees will be provided copies of special orders, general orders, training bulletins, department rules and regulations, and a copy of this MOU.

D. The City will allow the three principal Association officers' (President, Vice-President and Secretary/Treasurer) time to conduct Association business during the employee's duty shift if the officer is not otherwise engaged in an investigation and is available to answer dispatched calls.

E. With prior approval of the Police Chief and/or City Manager, authorized agents of the Association shall have access to City premises during work hours (8:00 A.M. to 5:00 P.M.), Monday through Friday, for purposes of adjusting disputes, investigating working conditions, and such other matters, as may be requested by the Association and approved by the City. Access may be restricted so as not to interfere with the conduct of City services and safety or security standards.

F. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. Notices must be signed by the Association President and a copy provided to the City Manager.

## ARTICLE 5 - ASSOCIATION SECURITY AND DUES

A. Every employee covered by this MOU shall, within sixty (60) calendar days of employment: (1) become a member of the Association and maintain membership in good standing in accordance with its Constitution and By-Laws.

B. Any employee appointed to any classification out of the bargaining unit covered by this MOU may withdraw from Association membership and the employee's obligation to pay dues or fees shall be terminated.

C. If requested by the Employee, the City shall deduct from employee wages the regular membership dues of Association employees, which an employee voluntarily authorizes the City to deduct in writing in accordance with the provision of Section 1157.3 of the California Government Code.

D. Membership dues or agency fee deductions shall be made in equal amounts each payroll period, and a check for the total deductions shall be submitted to the Winters Police Sergeant Association, at the end of each month.

## ARTICLE 6 - NO STRIKE/NO LOCKOUT

The City and Association agree that it is mutually beneficial to resolve differences through negotiation. During the term of the MOU the City agrees that it will not

cause a lockout of employees and the Association agrees that it will not sanction or cause a strike, slowdown, sickout, stoppage of work or other job action. Compliance with the request of other labor organizations is included within this prohibition.

## ARTICLE 7 - LAYOFF PROCEDURES

In the event of work force reduction, an employee with the least seniority shall be laid off first. "Least seniority" is determined by date-of-hire with the exception of employees on initial probation.

A. The Association shall be given at least sixty (60) days notice prior to the effective date of the layoff. The City and Association agree to meet and confer to discuss alternatives to layoff and layoff procedures.

B. Employees shall be given at least forty-five (45) days notice prior to layoff.

C. No new employee shall be hired in the Police Sergeant classification until employees on layoff have been given the opportunity to return to work. Such employees shall be rehired or reinstated to the previous position in reverse order of layoff. Reinstatement must be exercised within twenty (20) workdays after the City deposits written notice of recall from layoff in the United States mail addressed to the employee's last known address by Certified Mail - Return Receipt Requested.

D. Employees who leave the Association to accept another position in the City service shall, upon completion of the probationary period in the new position, lose all seniority rights to their former positions.

## ARTICLE 8 - WAGES, MERIT STEPS, BENEFITS, AND WAGE PLAN ADMINISTRATION

A. Base Wages and Merit Steps: The following schedule provides a wage range with five (5) merit steps also know as base wage steps.

Police Sergeant Wages effective July 1, 2009.

| A | B | C | D | E |
|---|---|---|---|---|
| 5,475 | 5,748 | 6,036 | 6,338 | 6,654 |

Within the range, all step advancements will be considered on an employee's anniversary date and if an increase is granted, it shall be effective as of the anniversary date. Step increases shall be based on work performance and completion of required length of service in the previous step. New employees will normally be hired at the "A" step. Employees shall spend at least one (1)

year in a particular step before being considered for further Step increases, however, the Police Chief may advance a probationary employee to "B" step at six (6) months, with a corresponding change in anniversary date. The time required for step advancement shall be extended by any time spent on leave of absence pursuant to Article 19.

B. The City will review this wage scale by the end of April, surveying base wages of the Sergeant classification in the jurisdictions of: Auburn, Davis, Dixon, Galt, Marysville, Oroville, Placerville, Rocklin, Vacaville, West Sacramento, and the Yolo County Sheriff's Department. The purpose of this survey will be a reference check on the base wages paid in Winters.

C. Benefits - The City provides the following benefits pursuant to the terms and conditions noted. Fair Labor Standards Act provisions shall be used to determine which benefits are required to be used in calculating overtime pay.

1. Shift Differential - Employees required to work shifts shall receive the following for shifts actually worked.

| | | PER SHIFT |
|---|---|---|
| Day Cover or Swing Shift | = | $6.50 |
| Utility or Night Cover Shift | = | $7.00 |
| Graveyard Shift | = | $8.00 |

2. Uniform Allowance- Employees are required to wear uniforms as established by the City. For purchase and maintenance of uniforms the City will pay $300.00 (three hundred dollars) per quarter, paid quarterly in a separate check to the employee.

3. Bilingual Pay - An employee who is certified to use both English and Spanish, written and/or spoken, on the job, and the use of such skill is required by the City shall receive $200.00 (two hundred dollars) per month. Employees must be tested and certified pursuant to department standards. Yolo County provides the certification at no cost.

4. Insurance - Employees shall receive $800.00 per month, or up to $1,747.00, per month to purchase various health, vision, dental, etc., insurance which the City may subscribe. Money left over after an employee has purchased the insurance coverage desired will be paid to the employee. New employees are required to purchase health and dental insurance which the City may subscribe. Employee's are not required to have health coverage through the City but must show proof of coverage satisfactory to the City. Employees may be required to purchase other insurance pursuant to terms and conditions established by insurance carriers and as agreed to by the Associations. Employer shall pay life insurance premium, long-term disability premium and the vision premium for employee only.

5. Public Employees Retirement System (PERS) – Employees shall join the PERS system as a condition of employment.

   Tier One Retirement Formula

   Safety employees hired before 2012 will receive a 3% @ 55, with a three year average compensation formula.

   Tier Two Retirement Formula

   Safety employees hired in 2012 will receive a 2% @ 50, with a three year average compensation formula.

   Tier Three Retirement Formula

   Safety employees hired after January 1, 2013 will receive a 2.7% @ 57, with a three year average compensation formula.

   Employees shall pay the employee rate.

6. Social Security (FICA) - Employees are required to join the Federal Social Security System as a condition of employment. The employee shall pay the employee's contribution to Social Security on the employee's applicable wages. The City shall pay the City's contribution on applicable employee wages.

7. Education Incentive - An employee who provides evidence of having received a degree from a recognized college/university or a post certificate which the City deems appropriate to the needs of the job being performed shall receive incentive pay as indicated.

   Employer shall pay up to $1,000 per semester, per employee, toward continuous college/adult learning education and professional development program.

| CERTIFICATE/EDUCATION | WAGE INCREASE |
|---|---|
| AA/AS Degree/Intermediate Post | 4% above base wage |
| BA/BS Degree/Advanced Post | 10% above base wage |

8. Longevity Recognition - An employee who has completed five (5) consecutive

years employment is eligible to receive an amount equal to one-half (1/2) month's base wage during the sixth (6th) year and every year of service thereafter until the employee leaves City service. Payment shall be made on the anniversary of the employee's full-time hire date.

9. Jury Duty - Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work.

10. Field Training Officers - Employees assigned as Field Training Officers shall receive $200.00 (two hundred dollars) per month while actively engaged in the training of officers.

11. Court Time - A minimum of three (3) hours overtime shall be paid for each court appearance outside an employee's scheduled working hours. However, if a scheduled court appearance is canceled and notification is not received by the employee on the prior business day to the scheduled court appearance, two hours of overtime shall be paid to the employee.

12. Association Time - Individual Association members may donate, from their accrued vacation leave, holiday leave, or compensatory time off, to the Association for Association business. The President of the Association may designate members of the Association to utilize this time. Only one member at a time may be absent unless mutually agreed between the Chief of Police and the Association that additional members may be absent. Two (2) weeks advance notice of use of time shall be given. The time may be used only in hourly increments. The accrual of time given by an employee to the Association, shall be noted on each employee's time card, and shall be the responsibility of the Administrative Services Department. The Association's balance of accrued time will appear on the Association's dues check.

13. Counseling Services - The City will provide psychological counseling services for employees and their families as developed and administered by the Yolo County Risk Management Authority.

14. Administrative Leave – All employees covered by this Resolution shall receive 6 days administrative leave per fiscal year beginning July 1st. This leave shall be in addition to accrued vacation and other leaves provided by the City. If employee would like to cash in his or her administrative leave time, they may cash in up to sixteen hours (16) which must be accrued and on the books at the

time the request is made. This time must be used by the end of each year, if not the time will be lost. (Cash out option is frozen at this time.)

15. Deferred Compensation – An employee who has increased their personal deferred compensation contribution in to a deferred compensation plan offered by the city after this MOU goes in to effect, the City will contribute a match of up to $500.00 annually.(City contribution is frozen at this time.)

D. SALARY PLAN ADMINISTRATION

1. Employees shall be paid according to a bi-weekly payroll plan which has twenty-six (26) pay periods in a calendar year.

2. Employees shall normally be paid by twelve noon (12:00 noon) on or before every other Friday.

3. When the normal pay day falls during an employee's annual vacation leave, the employee may receive a vacation advance on the last working day prior to beginning vacation leave provided a written request is submitted to the Administrative Services Department at least five (5) working days in advance and the amount requested is less than the employee's regular paycheck, based on straight time hours.

4. Work performance evaluations shall be completed by the employee's supervisor at least ten (10) working days prior to the employee's anniversary date. At this time consideration may be given for a merit step advance. If the evaluation is not completed in the time required, the performance of the employee shall be deemed to be acceptable. The evaluation shall include the following elements:

   a. A written record to be reviewed and acknowledged in writing by the employee. No change will be made after this review and without the acknowledgment of both the supervisor and employee.

   b. A discussion between the supervisor and employee on the content of the performance evaluation.

   c. A provision whereby an employee may submit a written response to any statement made on the evaluation which must be filed with the evaluation and forwarded to the supervisor. Such responses, and any written acknowledgement by a reviewing official, shall become attached to the evaluation. If the evaluation is satisfactory or better the employee can be granted a merit increase provided that an increase does not exceed the established range. If the evaluation is "Unsatisfactory" or "Improvement Needed", a step increase will not be granted, provided however that

inadequate work performance has been previously documented, and the employee has been made aware of and given the opportunity to remedy deficiencies. A withheld step increase may be granted following any subsequent review period of satisfactory work performance by the employee. The review period shall be no less than ninety (90) days. A step increase granted after this review shall not be retroactive back to the anniversary date.

## ARTICLE 9 - PROBATION, NEW CLASSIFICATION, RECLASSIFICATION, ACTING APPOINTMENT, AND PROMOTION

A. Probation - The probationary period is a time to obtain the best fit for an employee in a new job or classification and for terminating the employer/employee relationship if work performance or adjustment to the City does not meet the expectations of the employee or the City.

1. All original appointments shall be tentative and subject to a probationary period of twelve (12) months.

2. The probationary period may be extended up to six (6) months in two (2) three (3) month increments as a result of an employee's unfavorable job performance as determined by the Police Chief. The probationary period may be extended for any leave of absence granted pursuant to Article 19.

3. During the probationary period, an employee will be evaluated every four (4) months. If an employee is under an extended probation the evaluations shall be given each month during the extension.

B. New Classifications - The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment.

C. Reclassification - Reclassification is a change to an existing job class as a result of changes in the function, duties, and/or responsibilities as determined by the City. The City and Association agree to meet and confer if classifications in this MOU are being reclassified.

D. Acting Appointments - The City may temporarily appoint an employee to an acting capacity in a higher job classification. The employee shall receive $800.00 (eight hundred dollars) per month for each full month of service. This amount will be prorated for less than a full month's service.

1. Acting appointments will not continue beyond six (6) months except by mutual agreement of the City, and the employee.

2. An employee having served in an acting capacity and subsequently promoted to the position shall establish a new anniversary date as of the first date of formal promotion.

E. Promotion - The City may advance an employee to a job classification having a higher base wage range.

1. A promoted employee shall receive an increase to the next higher wage step above that currently held provided that the increase does not exceed the wage range established for the promoted classification.

2. A promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same wage step the employee had prior to the promotion.

   A rejection pursuant to this section shall not be considered a demotion as defined in Article 20.

3. Nothing in this section shall be construed as limiting the City's right to advertise a promotional position to any candidate desiring to apply. Any qualified employee may apply and will be evaluated in the same manner as any candidate aspiring to receive appointment to the position.

## ARTICLE 10 - PERSONNEL RECORDS

Personnel records, except payroll records, are confidential. Access to personnel records shall be limited to the City Manager, Assistant City Manager, Administrative Services Director, Sergeant, and the Police Chief. An employee and/or their representative, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours (8:00 A.M. - 5:00 P.M., Monday through Friday). An employee shall receive, upon written request, a copy of any document placed in the employee's personnel file. Records of sworn police officers which are kept by the Administrative Services Department shall have access restricted as provided by law.

## ARTICLE 11 - HOURS OF WORK

The normal work week is five (5) consecutive work days of eight (8) work hours each equaling forty (40) work hours over a standard seven (7) day cycle ("standard" means seven (7) consecutive days based on each employee's work week assignment).

A. The hours of a work shift are:

| | |
|---|---|
| Day Shift | 0600 to 1400 |

| | |
|---|---|
| Cover 2 (Day Cover) | 1000 to 1800/1200 to 2000 |
| Swing Shift | 1400 to 2200 |
| Utility | 1600 to 2400/1800 to 0200 |
| Cover 1 (Night Cover) | 2000 to 0400 |
| Graveyard | 2200 to 0600 |

An employee will not have less than a ten (10) hour rest period between the end of a shift and the beginning of the employee's next shift. If this rest period is not given, the employee's next shift will be considered callback.

B. Employees shall receive one (1) rest period of not more than thirty (30) minutes, or two (2) rest periods of fifteen (15) minutes each during a work shift plus a thirty (30) minute lunch break. Employees shall work straight eight (8) hours and will be considered to be on duty during rest periods and lunch break. An employee working a shift over 8 hours will have an extra 15-minute break for every two hours worked.

C. Breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early.

D. Employees will report to work fully prepared at the start of their work shift.

## ARTICLE 12 - OVERTIME

A. Although all classifications listed in Article 1 are part of the Association bargaining unit, for purposes of the Fair Labor Standards Act (FLSA) the City may designate certain positions exempt per Department of Labor standards. The City will inform said employees in writing and place a copy of said notice in the employee's personnel file.

B. The work cycle for all employees within the bargaining group shall be seven (7) days in length. All employees, except those deemed exempt, required to work hours in excess of forty (40) hours in a seven (7) day cycle, and/or in excess of eight (8) hours in one (1) day, shall receive overtime pay at the rate of time and one-half. "Hours worked" shall not include any leave of absence pursuant to Article 19.

C. All overtime must have authorization of a supervisor prior to starting overtime work, except when an emergency situation arises which necessitates overtime work beyond a regular shift. An employee's failure to obtain prior approval may result in denial of the overtime request. Employees shall not spend excessive amounts of time at their workstation before or after their normal work period. Such incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

D. The City will provide an employee with one (1) week prior notification of scheduled mandatory overtime. If this notification is not given, an employee may refuse to work the overtime.

E. Non-mandatory attendance at training schools/facilities which improves the performance of regular job duties and/or prepares for job advancement are not compensable as hours in excess of an employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work under any conditions. This includes travel time to and from a training facility, for non-mandatory training, outside of an employee's work shift.

F. Employees will be provided with a locker for their own personal convenience and may or may not utilize the locker for storage and clothes changing purposes at their own discretion. Time spent in changing clothes before or after a shift are not considered hours worked and are not compensated in any manner whatsoever.

G. An employee who is called back to work before or after working a regular shift or work week will be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Call back begins the moment the employee receives notification of the call back.
Employees who are required to attend any meetings or training outside their scheduled working hours, will be compensated at a rate of one and one half (1½) times their hourly rate for a minimum of three (3) hours.

H. Compensatory Time Off (CTO) may be requested by an employee in lieu of overtime pay, and if approved by the City, shall be provided at time and one-half for all hours worked over eight (8) hours in one (1) day and/or forty (40) hours per week. CTO may be provided when requested on a straight time basis for a holiday "not worked". Employees may accrue up to one hundred-twenty (140) hours of compensatory time, may only cash out one hundred twenty (120). Unused compensatory time on the books shall be paid at termination of employment.

I. Employees shall receive time and a half pay for working on Youth Day. There will be no straight time for employees who are off.

**ARTICLE 13 - SICK LEAVE**

A. Employees shall receive sick leave at the rate of eight (8) hours per month for each calendar month of service. Sick leave time shall accrue on a monthly basis.
B. Sick leave may be accumulated to a maximum of twelve hundred (1200) hours.

C. Sick leave granted by the City and used by an employee shall be deducted from

the employee's accrued sick leave balance.

D. Employees granted a leave of absence pursuant to Article 19, or absent from duty when not authorized by the City shall not accrue sick leave. Sick leave shall not be accrued by an employee absent from duty after separation from City service.

E. After three (3) consecutive sick days, a physician's certificate or otherwise may be required to determine the adequacy of reasons for the sick leave absence.

F. Bereavement Leave - Up to five (5) consecutive sick leave days may be granted per incident for death or illness involving members of an employee's family defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother or father-in-law, and aunt or uncle. Evidence of family relationship may be required before such sick leave is granted. Use of Bereavement Leave shall not be counted as part of the forty eight (48) hours Incentive Sick Leave Bonus, but will be subtracted from accrued sick leave.

G. If an employee dies in the line of duty, that is carrying out their duties and responsibilities during a work shift, then the employee's designated beneficiary shall receive fifty (50) percent of the employee's accumulated sick leave in straight time pay. The formula for such a payment is:

$$\frac{\text{Accumulated Leave}}{2} \times \text{Base Hourly Wage} = \text{Sum Total of Payout}$$

H. Employees having ten (10) years or more of service with the City, upon retirement shall receive straight time pay for one third (1/3) of their accumulated sick leave hours.

I. Upon request of an employee and upon approval of the Chief of Police, sick leave credits may be transferred from one or more employees to another employee, under the following conditions:

1. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse or child,

2. The receiving employee has exhausted all leave credits,

3. The donations must be a minimum of eight (8) hours and in additional eight (8) hour increments.

J. Sick Leave Incentive - An employee who has used forty-eight (48) hours or less of sick leave in a one (1) year period from December 1 until November 30 shall receive one percent (1%) of their base yearly salary in a separate check payable

to the employee during the first week of December of that year.

## ARTICLE 14 - HOLIDAYS

A. Employees shall receive the following holidays on a straight time basis:

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Caesar Chavez Day (only if worked)
5. Half Day Good Friday
6. Youth Day (Effective 4/25/09, only if worked)
7. Memorial Day
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. December 24th
14. December 25th

B. Every employee shall receive two (2) floating holidays per year. Employees shall receive credit for one floating holiday on July 1, and the other floating holiday on January 1 of each year. If an employee fails to take their floating holidays off, between July 1 and June 30 of the following year, the employee will forfeit their floating holiday credit.

C. If a holiday falls on an employee's scheduled work day, and the employee is required to work, in addition to the holiday pay at straight time, the employee shall be compensated with overtime at the rate of one and one-half the base hourly wage.
An employee who works a shift that begins on New Year's Eve and extends to New Years Day will be compensated at the overtime rate of one and one-half the base hourly wage for the entire shift.

## ARTICLE 15 - VACATIONS

A. Employees shall earn paid vacation leave on a monthly basis at each pay period during the month.

| YEARS OF SERVICE | HOURS PER PAY PERIOD | ANNUAL HRS | DAYS |
|---|---|---|---|
| 0 - 3 | 3.38 | 88 | 11 |
| 4 - 6 | 4.31 | 112 | 14 |
| 7 - 9 | 5.23 | 136 | 17 |
| 10 - 12 | 6.15 | 160 | 20 |
| 13 - 16 | 6.77 | 176 | 22 |
| 17 - 22 | 7.69 | 200 | 25 |
| 23 + | 8.31 | 216 | 27 |

B. Vacations shall be scheduled by the employees with the approval of the Chief of Police, and with regards to the needs of the City. Preference in scheduling shall

be based on seniority.

C. Vacation leave shall not be granted during the first six (6) months of an employee's original probationary period. At the end of that time, the hours which would have accrued will be credited to the employee's vacation balance.

D. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation balance. Vacation leave shall not be granted to an employee after separation from City service.

E. Employees granted a leave of absence pursuant to Article 19 or absent from duty when not authorized by the City shall not earn vacation leave.

F. In the event that a holiday recognized in this MOU occurs during an employee's scheduled vacation leave, that holiday shall not be considered as vacation leave.

G. Employees may cash in their accrued vacation hours on approval of the City.

H. An employee separated from City service shall be compensated for vacation hours on the books.

I. All employees shall take at least one (1) week (five (5) consecutive working days) away from the job each year, which can be a combination of vacation, CTO, holiday, and floating holiday.

## ARTICLE 16 - TRAINING SCHOOLS/FEES

A. If, as a condition for continued employment, the City requires attendance at a school or training establishment and fees are charged, such fees shall be paid by the City.

B. Travel time to and from a mandatory training school will be compensated by the City.

C. It shall be the intent of the City to send each full time Peace Officer to a minimum of 40 hours of Continuous Professional Training each year.

(Continuous Professional Training will be as defined as training courses given POST credits/certificates and or college credits and includes the 24 hour mandated POST requirements).

A Representative of the WPSA will meet with the Training Supervisor during the month of October. This meeting will address the needs and/or requests of each full time Peace Officer with the needs of the department for the upcoming year of training.

D. As scheduled by the Police Chief, firearms range training time will be considered overtime for employees not working their regular shift during such training.

## ARTICLE 17 - TIME OFF TO EMPLOYEE REPRESENTATIVES

The City shall allow two (2) Association employees time off from normal duties without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. In no case shall any overtime be paid for such meeting and conferring.

## ARTICLE 18 - WORKERS' COMPENSATION INSURANCE

The State Workers' Compensation Laws, and this MOU shall govern all aspects of work related injuries, illnesses, and accidents. Employees shall continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers' Compensation benefits. Sick leave and vacation shall continue to accrue in accordance with the provision of State Labor Code 4850.

A. Industrial Injuries and Accidents

1. Employees shall report any work related injury, illness, or exposure which requires medical treatment to the appropriate department supervisor as soon as physically possible.

2. Employees shall report any work related injury, illness, or exposure of which the employee is aware which does not require medical treatment to the appropriate department supervisor as soon as possible, but in any event by the end of the employee's shift on which the injury, exposure or illness occurred.

3. If an injured employee remains eligible for Workers' Compensation temporary disability benefits beyond one (1) year, full salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

4. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and who has exhausted "4850 pay" eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

5. The City contribution to the employee's group insurance plan(s) continues during the "4850 pay" period and during integration of sick leave or vacation with Workers' Compensation benefits.

6. In accordance with State Labor Code Section 132(a), employees shall not be discriminated against.

B. Accident Reporting - Employees shall report any accident involving an employee which results in any injury or property damage to other parties to the appropriate department supervisor as soon as practical.

C. Medical Treatment - Any employee suffering from any work related injury, illness, or exposure which requires medical treatment shall immediately seek such treatment from the following City designated physician or medical facilities; Winters Medical Group during office hours, and/or Sutter Davis Hospital.

D. Leave of Absence for Industrial Disability Qualification - An employee suffering a work related injury, illness, or exposure which disables that employee from the performance of regular job duties will request a leave of absence for industrial disability. Such a request will be submitted in the form of a Workers' Compensation claim. Any dispute regarding such claim shall be resolved through Claims Management and/or YCPARMIA.

**ARTICLE 19 - LEAVE OF ABSENCE**

A leave of absence is time away from work at the request of the employee. As used in this Article, leave of absence does not include vacation, compensatory time off, sick leave, industrial disability, holiday, or administrative leave.

A. An employee who has successfully completed the original probationary period may request, and the City may grant, a leave of absence. Requests for leave in excess of thirty (30) days must be approved by the City Council ( The City and Association agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence.).

B. Employee use of leave of absence for purpose other than that requested shall be considered as an employee's automatic resignation from City service.

C. The City shall have sole discretion in approving or disapproving any employee request for a leave of absence or in granting any pay or benefits.

D. Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be

deemed a break in City service.

E. As approved by the Police Chief an employee may return to work prior to the expiration of a leave of absence.

F. Persons employed by the City to fill positions made vacant by an employee on leave of absence shall hold such positions subject to being laid off upon the return of the employee on leave. Employees promoted to fill positions made vacant by employees on leave shall hold such positions subject to being returned to their former position upon return of the employee.

G. Military leave shall be granted in accordance with the provision of appropriate law. The City shall be allowed the opportunity, within the limits of law and military regulations, to determine when such leave shall be taken.

**ARTICLE 20 - DISCIPLINE**

Full authority for administering discipline for just cause, up to and including discharge, is retained by the City. California Government Code Section 3303 et seq will be adhered to during any disciplinary investigation, procedure, or action. Prior to any interrogation in an internal investigation, an employee shall be entitled to any complaints, notes, records, or reports, except those deemed to be confidential.

A. Improper Employee Conduct - Improper employee conduct may be cause for disciplinary action. Improper conduct includes, but is not limited to, the following:
   1. Fraud in securing appointment
   2. Inefficiency
   3. Insubordination
   4. Dishonesty or theft
   5. Drunkenness on duty
   6. Addiction to the use of controlled substances
   7. Discourteous treatment of the public or other employees
   8. Willful disobedience
   9. Negligent or willful misuse of City property.
   10. Neglect of duty (not performing assigned tasks).
   11. Conviction of any criminal act involving moral turpitude or felony.
   12. Excessive or unexcused absence or tardiness.
   13. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee.
   14. Unlawful retaliation against any other City officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the City or any other appropriate authority any act or information relative to actual or suspected violation of any laws of this

State or of the United States occurring on the job or directly related thereto.

B. The purpose of disciplinary action is to correct deficiencies in employee performance and to assure improvement to meet job standards.

1. Oral or Written Reprimand - When the Department Head or immediate supervisor determines more severe action is not immediately necessary, an oral or written reprimand can be prepared detailing the deficiency or problem. If the reprimand is put in writing, a copy is to be filed in the employee's personnel file after being signed by and a copy given to the employee. Refusal to sign shall be noted before filing. Failure to correct deficiencies and improve to meet standards may result in further discipline including suspension, reduction in pay, demotion, and discharge. A written reprimand will remain in an employee's file for a period not to exceed six (6) months.

2. Suspension - The Department Head may suspend an employee for cause and without pay for up to thirty (30) calendar days after the appropriate disciplinary proceedings. The Department Head may authorize immediate suspensions in an emergency situation or when the seriousness of a matter warrants. The disciplinary proceedings shall determine whether any suspension shall be with or without pay or benefits.

3. Reduction-in-pay - The Department Head may reduce an employee's pay for cause to a lower step as a disciplinary action.

4. Demotion - The Department Head, may demote an employee for cause as a disciplinary action.

5. Discharge - An employee may be discharged by the City for cause upon approval of the City Manager. Permanent employees shall be discharged only after appropriate disciplinary proceedings.

C. Notice of Proposed Disciplinary Action - Except in cases of emergency or when immediate action is required, notice shall be given by the Department Head to the affected employee in accordance with procedures developed in accordance with State law. In cases of emergency or when immediate action is required, the affected employee shall be verbally informed of the reasons for the immediate action and shall be served with a notice of proposed disciplinary action as soon as possible thereafter.

D. Disciplinary Hearing - The disciplinary hearing is a formal meeting at which the employee has an opportunity to rebut the charges or to state any mitigating circumstances. The City Manager or designee shall hear and consider the employee's response.

E. Notice of Decision - Following receipt and consideration of the written response or facts stated at the disciplinary hearing, or following no response by the required date, the Department Head shall prepare a notice of the action to be taken and effective date. The notice shall be delivered to the employee and a copy filed with the City Manager.

F. Appeal of Decision - In the event that an affected employee is not satisfied with the decision after the hearing, the decision may be appealed in writing to the City Council within thirty (30) calendar days from the date of filing. The City Council shall hear the matter, and after due consideration, shall give a written decision to the employee within twenty (20) calendar days.

G. Employee Representation - Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action involved.

H. Retribution for Appeal - No employee shall be penalized in any way for participating in the appeal process.

I. Multiple Penalties - No employee shall receive more than one (1) disciplinary action for any individual occurrence of a violation leading to the discipline.

**ARTICLE 21 - GRIEVANCE PROCEDURES**

A grievance is an alleged violation of a specific clause of this MOU. The Association may grieve an action or inaction pursuant to the procedures herein specified.

A. Informal Grievance Procedure - The first attempt to settle a grievance will be through discussion with the immediate supervisor. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the Police Chief within fifteen (15) calendar days after receiving a decision from the immediate supervisor.

B. Formal Grievance Procedure - An employee filing a formal appeal shall do so in accordance with the following:

1. First Level of Review - The appeal shall be presented in writing to the Police Chief who shall render a decision in writing within fifteen (15) workdays after receiving the appeal. If the employee determines that further appeal is necessary, or if no answer has been received within the time period, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) workdays after receiving a decision, or non-decision from the Police Chief, the appeal shall be deemed to have been abandoned and terminated.

2. City Manager Review - The City Manager or a designated representative shall discuss the grievance with the employee and other persons as may be needed. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) workdays. If the employee does not agree with the decision, the employee shall have the right to file a formal appeal in writing to the City Council within fifteen (15) workdays after receiving a decision or non-decision from the City Manager.

C. Appeal to the City Council - On receipt of an appeal, the City Council may make such investigations, as it deems necessary. The City Council will decide whether or not to hear the appeal or appoint a hearing officer or hearing body. The employee may request that the appeal be considered at a public or closed meeting. The City shall notify the employee requesting the hearing of the date, time, and place of the hearing. Unless incapacitated, the employee making an appeal shall appear personally at the hearing before the City Council or appointed hearing officer or body.

Upon concluding any investigation or hearing, the City Council shall cause its findings to be prepared in writing and shall certify same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were demoted, reduced in pay, or dismissed from City employment, the City Manager shall defer action until the Council is able to function, unless the case is deemed an emergency, in which event, the City Manager may suspend the employee with pay until the Council is able to function.

D. Conduct of Grievance Procedure.

1. The time limits specified in this Article may be extended to a definite date by mutual agreement of the employee and the appellate person or body.

2. The employee may be represented by a person or persons of their choosing in preparing and presenting the appeal at any level of review.

3. The employee shall be assured freedom from reprisal for using the grievance procedures.

## ARTICLE 22 - SAFETY AND HEALTH

Pursuant to advice and/or requirements of the City's Insurance Carrier the City will make provisions for the safety and health of City employees during work hours. Procedures, protective devices, safety wearing apparel, equipment and facilities will be provided by the City and shall comply with the requirements under applicable regulations or laws. Employees shall utilize such safety and health procedures, devices, apparel, equipment and facilities when needed or required and failure to do so may be cause for disciplinary action.

The City shall provide each employee with the following:

1. Sam Brown Belt
2. Duty Weapon
3. Holster, Duty Weapon
4. Handcuffs
5. Handcuff Case
6. Magazine (3)
7. Magazine Holder
8. Baton
9. Baton Ring or Holder
10. Aerosol Tear Gas (Chemical Mace)
11. Mace Canister Holder
12. Flashlight (SL-20 Aluminum)
13. Flashlight Holder
14. Keepers (4)
15. Badge, Departmental
16. Hat Piece, Departmental
17. Ballistic Vest (Soft Body Armor of not less than Threat Level 11A or Better)
18. Raincoat
19. Rain Pants
20. Hat Cover, Rain
21. Helmet, General
22. CPR Micro-shield
23. Duty Ammunition
24. Protective Plastic Gloves
25. Stinger flashlight
26. Stinger holder
27. Electronic control device
28. Electronic control device holder
29. Baseball Cap

All the foregoing equipment is City owned and will be used and maintained, as the City deems necessary. Items which become unserviceable as a result of normal use or through no substantial fault of the employee shall be replaced by the City.

A. With the Police Chief's approval, an employee may substitute privately owned equipment for City issued equipment, and utilize any additional private safety equipment.

B. Upon leaving City service an employee shall return all the equipment in good working order excepting normal wear. The cost of damaged or missing equipment shall be deducted from an employee's termination check.

C. The City will reimburse an employee for the repair or replacement cost of approved personal property that is damaged, destroyed or lost in the line of duty not to exceed $150.00 (one hundred fifty dollars) per employee per year. Replacement shall not include cash or coins, credit cards, or decorative jewelry.

**ARTICLE 23 - NON-DISCRIMINATION**

Neither the City or the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or Association or Non-Association activities.

**ARTICLE 24 - SAVINGS PROVISION**

If any provision(s) of this MOU are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE 25 - TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall remain in full force and effect from July 2013, through June 30, 2014.

**ARTICLE 26 – MOST FAVORED NATION CLAUSE**

During the term of this Agreement the employer agrees that any increases and/or enhancements in compensation or benefits relating to any economic matters agreed to with the Winters Police Officers Association shall be provided to Winters Police Sergeants Association. Benefits or compensation provided for in this Agreement shall not be diminished, modified or eliminated during the term of the Agreement unless specifically provided for in this Agreement.

**ARTICLE 27 - CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING**

The parties acknowledge that during the negotiations, which resulted in the MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understanding set forth in this MOU constitute the complete and total contract between the City and the Association with respect to

wages, hours, and terms and conditions of employment. Accordingly, all wages, hours and terms and conditions of employment shall remain in full force and effect for the term of this MOU, provided, however, that the parties may upon mutual agreement, renegotiate any part or provision of this MOU during its term. Any prior or existing MOU between the parties, past practices or conflicting rules and regulations regarding matters within the scope of representation are hereby superseded and terminated in their entirety.

Approved by the Winters Police Sergeants on the 24 day of SEPTEMBER, 2013.

By:_____
Jose Ramirez, Sergeant

Accepted for submittal to the City Council on the 24TH day of SEPTEMBER, 2013.

BY:_____
John W. Donlevy, Jr., City Manager

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 1ST day of OCTOBER, 2013.

_____
Cecilia Aguilar-Curry, MAYOR

ATTEST:

_____
Nanci G. Mills, CITY CLERK