

**Memorandum of Understanding
Between The City of Fortuna
and the
Fortuna Police Employees ASSOCIATION**

July 1, 2015 through June 30, 2017

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Section I: PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF FORTUNA , hereinafter referred to as the CITY, and FORTUNA POLICE EMPLOYEE ASSOCIATION, hereinafter referred to as the ASSOCIATION, has as its purpose the promotion of harmonious labor relations between the CITY and the ASSOCIATION, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

Section II: RECOGNITION

1. Recognition

The City hereby recognizes the ASSOCIATION as the exclusive bargaining representative for those employees in the Police Employees representation unit consisting of the classes below, and agrees to meet and confer and otherwise deal exclusively with the Association on all matters related to the scope of representation pertaining to said employees as authorized by law.

The City recognizes as represented by the association, the following classes of employees:

1. Police Dispatcher II
2. Community Service Officer II
3. Police Officer
4. Police Sergeant
5. Records Clerk

Section III: SOLE AGREEMENT

2. Sole Agreement

- A. This Agreement signed by the parties hereto, and approved by the City Council, supersedes all other Agreements between the parties on the items contained herein.
- B. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained within this Agreement. However, if during this term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the City Manager for the City and the Association, and when approved by the City Council. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section IV: CITY RIGHTS

3. City Rights

It is agreed that during the term hereof, the City shall not be required to meet and confer on matters, which are solely a function of management.

Except as otherwise specifically provided in this Agreement, the City has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

- A. To determine the nature and extent of service to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and personnel by which the City operations are to be conducted.
- C. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.
- D. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- E. To establish, modify, or change work schedules or standards.
- F. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- G. To determine the location of all facilities.
- H. To determine the layout and the machinery, equipment, or materials to be used.
- I. To determine processes, techniques, methods, and means of all operations, including changes or adjustments of any machinery or equipment.
- J. To determine the size and composition of the working force.
- K. To determine policy and procedures affecting the selection or training of employees.
- L. To establish, assess, and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures of said assessment.
- M. To control and determine the use and location of City's property, material, machinery, or equipment.

- N. To schedule the operation of and to determine the number and duration of shifts.
- O. To determine safety, health, and property protection measures.
- P. To transfer work from one job to another or from one unit to another.
- Q. To introduce new, improved, or different methods of operations or to change existing methods.
- R. To layoff employees from duty for reasons of economy or because the need for a position no longer exists.
- S. To reprimand, suspend, discharge, or otherwise discipline employees.
- T. To establish, modify, determine, or eliminate job classifications.
- U. To promulgate, modify, and enforce work and safety rules and regulations that do not contradict a specific provision of this Agreement.
- V. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- W. To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

Section V: MINIMUM AGE

The minimum age for a Police Officer shall be 21 years of age at time of hire. The minimum age for a Community Services Officer and Records Clerk shall be 18 years of age at time of hire.

Section VI: ASSOCIATION RIGHTS

4. Bulletin Boards

Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on City premises, for a period of up to two (2) weeks. The Association shall not post notices that contain profane, obscene, or offensive content, as determined by the City.

5. Dues Deduction

Upon formal acknowledgement by the City of a Recognized Employee Organization as defined in Resolution 2007-04, A Resolution of the City Council of the City of Fortuna Establishing Policies Governing Employer-Employee Relations, such Recognized Employee Organization may be provided payroll deductions of membership dues as approved by the City Council. The Association hereby agrees to indemnify, defend and hold harmless the City for any loss or

damages, claims or causes of action arising from Association dues deductions pursuant to this agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

Section VII: CONTRACT GRIEVANCE PROCEDURE

6. Grievance Procedure

- A. A grievance shall be considered as any matter for which appeal is not provided, or is prohibited, in the City of Fortuna Personnel Rules and Regulations, the Fortuna Municipal Code, or in this MOU concerning:
 - 1. A claimed violation or non-compliance with the provisions of this MOU.
 - 2. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
 - 3. A dispute about the practical consequences of a City decision on hours and other terms and conditions of employment.
- B. The following matters are specifically excluded from the grievance procedure:
 - 1. All disciplinary actions. (Refer to Rule XV Disciplinary Rules and Processes)
 - 2. The content of performance evaluations.
 - 3. Layoff.
 - 4. Transfer.
 - 5. Denial of reinstatement.
 - 6. Denial of a pay increase. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation.
 - 7. Challenges to a reclassification, examination or appointment to position.
 - 8. Management of the City generally, or issues of City or Department policy;
 - 9. Determination of the nature, necessity or organization of any service or activity conducted by the City, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs;
 - 10. Methods of financing;
 - 11. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force;

12. Determination of or change in the location, number of locations, relocations and types of operations, processes or materials to be used in carrying out City functions;
 13. Determination of work assignments and schedules;
 14. Determination of productivity or performance programs and standards;
 15. Determination of standards, policies, and procedures for selection, training, and promotion of employees; and
 16. Establishment, implementation, and modification of Department organizations, supervisory assignments, chains of command, and reporting responsibilities.
- C. The following are the steps to be taken by any employee who has a grievance. It should be noted that any employee who has a problem or a complaint should try to resolve the problem at the lowest level of management. This should be done through discussion with the employee's immediate supervisor.

Step 1

- (a) The employee shall explain the situation to the immediate supervisor who shall either alone or together with his or her supervisors reach a decision and communicate it to the employee in writing within ten (10) working days after receipt of the grievance. Such discussion shall be initiated within ten (10) working days of the incident complained of, or within ten (10) working days from the date the employee should have reasonably become aware of the incident, or the grievance is deemed to have been waived.

Step 2

- (a) If the grievance is not settled at the first step, or if the grievance directly concerns the employee's immediate supervisor, the employee may submit to the department head the grievance in writing within ten (10) working days of the written response, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required.
- (b) The department head shall notify the employee in writing of his or her decision within ten (10) working days after receipt of the notice or grievance.

Step 3

- (a) If the grievance is not settled at the second step, the employee may within ten (10) working days of the written response submit the grievance in writing to the City Manager, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required..

(b) The City Manager shall notify the employee, the Department Head, and the employee's immediate supervisor in writing of his/her decision within ten (10) working days after receipt of notice of grievance. The City Manager's decision is final and binding.

D. Failure of the employee to follow the procedure or time frames provided in the Grievance Procedure shall constitute grounds for dismissing the grievance.

Section VIII: SALARIES

7. Salary Adjustments

There shall be no (zero percent) wage increase (COLA) during the term of this agreement.

Due to the demanding fiscal constraints facing the City of Fortuna, the FPEA and the City agree it is, at this time, in the City's best interest and is the City's intent to treat all City employees fairly and equitably. Therefore, the parties agree that, during the term of this agreement, should any other City employees (to include all recognized bargaining units, management and confidential employee group, Department Heads and elected officials) receive a cost-of-living increase to wages, other than a merit increase or previously negotiated contractual wage increase, all members of this representation unit shall receive the same percentage increase, to be effective on the same date.

8. Bi-Weekly Payroll

Beginning July 1, 2013, City employees shall be paid on a bi-weekly basis on Fridays.

9. Longevity Pay

Upon completion of 10 years of continuous employment with the City of Fortuna, eligible employees shall receive an additional five percent (5%) of base salary as longevity pay. Those employees who already receive the 2% at 2 years retention pay will receive an additional 3% at 10 years for a total increase of 5%. Longevity pay and 2-year retention pay may not be stacked to provide payment of greater than 5% of base salary.

Longevity pay will not be paid retroactively for work performed prior to July 1, 2013 for employees who have worked more than ten years, but will be effective and paid as of July 1, 2013.

10. Night Shift Differential

For employees who work full shifts which include at least four (4) consecutive hours between 7:00 pm and 7:00 am, employees shall be paid an additional twenty-five cents (.25) per hour, above regular hourly rate for the entire shift.

Section IX: INSURANCE BENEFITS

11. Health & Welfare

The City agrees to provide medical, dental, vision and life insurance for employees in the Police Employees representation unit.

- A. For the fiscal year July 1, 2016 – June 30, 2017, for all employees in the Police Employees representation unit, the employee contribution towards medical, dental, vision, life insurance, and employee assistance program (EAP) shall be as follows:

2016-2017 Monthly Costs	With \$250 Deductible		
	Employee	Employee +1	Employee +2 (or more)
Medical- Anthem/Blue Cross	\$ 659.07	\$ 1,384.09	\$ 1,977.32
Vision-VSP	16.50	16.50	16.50
Dental-Delta Dental	54.60	92.40	137.55
Life (10,000)	1.45	1.45	1.45
Employee Assistance Program	4.56	4.56	4.56
Total insurance costs	\$ 736.18	\$ 1,499.00	\$ 2,137.38
Amount paid by City	\$ 659.82	\$ 1,368.68	\$ 1,958.38
Amount paid by Employees (Monthly)	\$ 76.36	\$ 130.32	\$ 179.00

- B. The City will provide a vision plan offered by VSP vision care and a dental plan offered by Delta Dental, through the Redwood Empire Municipal Insurance Fund (REMIF) for all represented employees. Vision and dental coverage are optional; the employee cost will not change if an employee declines the coverage.
- C. Life insurance is provided for full-time City employees under REMIF. The City contributes the premium for ten thousand dollars (\$10,000) term life insurance per employee.
- D. The City will provide Cal Ore Life Flight benefits for all full time benefitted employees and their household.
- E. The City has established an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.
- F. The City will provide access to Aflac supplemental insurance options to all City employees. Premiums for supplemental insurance are to be paid by the employee and may be set up on a “pre-tax” payment schedule.

12. Opting Out of Medical Coverage

- G. Under the following circumstances, an employee may decline medical coverage, and receive 75% of the employee only (single person) medical insurance premium:

1. The medical insurance plan must allow an employee to decline coverage, and the employee can meet any and all requirements for opting out of coverage.
 2. The employee must provide written proof of other coverage.
 3. All local, federal and state laws must be observed, as well as conditions of any contract into which the City has entered, or will enter; particularly the Section 125 plan the City has in place.
- H. This MOU provides for employees to opt out of the medical insurance coverage and receive \$540.75 per month (75% of the employee-only medical premium of \$721.00). In order to exercise this option, an employee must provide evidence of other insurance coverage provided by a member of his/her immediate family. If an employee does opt out, he/she will not be eligible to come back into the City plan until the next open enrollment period, or in the case of a qualifying event as stated in the medical insurance contract.
- I. If an employee chooses to “opt out” of the medical coverage, the employee will still have the option to be covered for Vision and Dental only. The cost to the employee would be the minimum monthly contribution rate of: \$50 single/\$75 Employee +1/\$100 Employee +2, respectively for both, as a package. The employee share for the Vision/Dental package will be deducted from the employee’s bi-weekly paycheck twice a month split in equal amounts if you choose this option.

13. State Disability Program and PORAC Long Term Disability Program

All employees covered by this MOU are required to enroll for State Disability Insurance (S.D.I.) benefits. S.D.I. benefits shall be integrated with sick leave benefits. S.D.I. premiums are to be paid by the employee.

All employees covered by this MOU may choose to participate in the PORAC Long Term Disability Program. Premiums are to be paid by the employee. PORAC benefits shall be integrated with sick leave.

SDI benefit as determined by the State will be applied first. Long Term Disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved personal leave will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee’s regular wage or salary. Under no circumstances will an employee be permitted to aggregate SDI, PORAC or other benefits in an amount exceeding the employee’s regular wage or salary.

Section X: HOLIDAY BENEFITS AND PAID LEAVES

14. Vacation

The vacation schedule for all employees represented by the Association shall be as follows:

Full Years of Service Completed by Employee	Number of Working Days of Vacation Earned
1 through 6 years	80 Hours annually
7 through 11 years	120 Hour annually
12 years and Over	160 Hours annually

Vacation leave may be taken as it accrues, after one year of employment. The date of vacation leave may be selected by the employee on a seniority basis, but must be approved by the Chief of Police. Each employee in the Police Employees representation unit shall be granted at least ten (10) days vacation per calendar year provided the employee has vacation time accrued.

An employee who becomes ill during his or her scheduled vacation may elect to use sick leave in lieu of vacation time, provided the Chief of Police is notified at the beginning of the illness and at the end of the illness or injury and, provided further, the employee, upon return from vacation, furnishes the Chief of Police with a certificate from a medical doctor stating the nature and extent of the employee's illness or injury during his or her vacation.

15. Accrued Vacation/Sick Leave Records

The City will provide each employee on a bi-weekly basis a record of accrued vacation and sick leave which the employee has earned. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credits for two (2) years. Once an employee has reached the maximum accumulation limit for vacation leave, the employee will cease accruing additional vacation benefits until the employee has used a portion of his or her accrued vacation and reduces his or her balance below the maximum accumulation limit. Thereafter, vacation benefits will again begin to accrue, on a prospective basis only, until the employee again reaches the maximum accumulation limit.

16. Annual Vacation Buyback Program

On an annual basis the City agrees to allow those employees covered by this MOU to sell up to one hundred (100) hours of vacation. The minimum leave time which may be subject to the buy back is eight (8) hours. Vacation time may be sold back two times each fiscal year to a maximum of 100 hours. In order to participate in this program, the employee must return a form approved by management that is dated and signed. Payment will be made at the regular pay rate as of the date the form is submitted to the Finance Department. Vacation time cashed out pursuant to this provision shall be subtracted from the employee's accumulated vacation time

balance when paid. Upon separation, all unused accrued vacation leave shall be paid in cash to the employee at his or her regular rate of pay.

17. Holidays

- A. The City agrees to pay all full-time regular employees in the Police Employees representation unit for eleven (12) holidays per year, in lieu of a day off. Recognized holidays are: New Year's Day, the day observed as Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and any other day proclaimed by the Fortuna City Council as a public holiday, day of mourning or day of thanksgiving. Employees shall receive eight (8) hours of pay for a holiday.
- B. All holidays will be paid at straight time in the pay period in which the holiday occurs or, at the employee's option, the holiday may be accrued as compensatory time off in lieu of pay. Such compensatory time off may be accrued up to one hundred twenty (120) hours to be taken at a later time as requested by the employee and approved by the Chief of Police. Upon separation, all unused accrued compensatory time off shall be paid in cash to the employee at his or her regular rate of pay.
- C. Employees may choose to receive all twelve days of holiday pay at one time on the first pay day in December of each year for the holidays accrued during the preceding holiday year. The holiday year in this option starts with Christmas day and ends with the day after Thanksgiving. Once an employee elects to participate in this option, he/she must stay in the program for the entire holiday year. The payroll department must be notified in writing each year by December 25 if an employee wishes to participate in this option.

18. Sick Leave

Sick leave is a benefit, and should be used only when necessary. The accrual rate for sick leave is 8 hours for each calendar month of service.

- A. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Sick leave may be used, with prior department head approval, for dental, eye, and doctor appointments.
- B. Employees who have accumulated four hundred eighty (480) or more hours of sick leave may on an annual basis convert any sick leave accumulated over four hundred eighty (480) hours to a cash payment at twenty-five percent (25%) of the value of said sick leave time over four hundred eighty (480) hours.
- C. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor prior to, or within thirty (30) minutes after the time set for beginning his or her daily duties, or as may be otherwise specified by the employee's

department head. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may result in disciplinary action.

19. Family Sick/Bereavement leave

- A. An employee may be granted up to forty eight (48) hours per fiscal year for family sick leave with pay, per California Labor Code Section 233, utilizing an employee's accumulated sick leave for family illness purposes. Family sick leave is applicable when the employee's presence is necessary to provide or arrange proper care for the employee's ill child or an ill member of the employee's immediate family or immediate household. For family sick leave purposes, immediate family member shall include spouse, domestic partner, parents, children and other close relatives, with the approval of the Department Head. Misuse of family sick leave privileges is grounds for disciplinary action.

Family sick must be taken in not less than quarter hour increments.

- B. An employee in the Police Employees representation unit may be granted up to forty (40) hours bereavement leave with pay. Bereavement leave is applicable when death occurs in the employee's immediate family. Such family shall include spouse, domestic partner, parents, children, stepchildren, children of a domestic partner, grandparent, grandchild, brother, sister, mother/father-in-law, parent of a domestic partner, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or other person as approved by the Personnel Officer. Misuse of bereavement leave privileges is grounds for disciplinary action. Bereavement leave shall be approved by the City Manager.
- C. For purposes of this section, domestic partner means an individual as defined in Family Code section 297 et seq.

Section XI: HOURS OF WORK AND OVERTIME

20. Work Period for Sworn Personnel

The City and the association agree to an FLSA (7k) 14 day work period. For the term of this MOU, all employees represented by the Fortuna Police Employees Association, the normal work period shall consist of eighty (80) hours worked within fourteen (14) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday. The "work period" and "pay period" shall coincide. For a shift that begins on one day and ends on the following day, the "work day" shall be the day the shift began.

In this work period, the normal work schedule shall consist of one or more of the following, as determined by the Chief of Police and the City Manager:

4-10 Plan – Four (4) consecutive days of ten (10) hour shifts followed by three consecutive days off.

3-12 Plan – Seven (7) work days in a fourteen (14) day pay period, consisting of six (6)

twelve (12) hour shifts and one (1) eight (8) hour shift. One (1) week shall consist of (4) successive work days.

Scheduling adjustments may be made to an employee's days off schedule to accommodate his/her attendance at an external training session. The total number of days off in the month will not be reduced and the employee shall not work more than seven (7) consecutive days without a day off when the employee's shift is adjusted for an external training session.

Scheduling adjustments may also be made to accommodate extended investigations, court assignments or major incidents, more than one (1) work week in length.

21. Work Period for Miscellaneous Personnel

For purposes of the Fair Labor Standards Act (FLSA) the work period for miscellaneous employees shall be seven consecutive (7) days and shall consist of no more than forty (40) hours in said work period at non-overtime rate of pay. The normal work period shall begin at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible or modified schedule. The "work period" and "pay period" shall coincide. For a shift that begins on one day and ends on the following day, the "work day" shall be the day the shift began.

22. FLSA 7(b) Work Period Overtime Exemption

In furtherance of modifying the standard work day and work week to provide for the outlined options, the Fortuna Police Employees Association petitioned and received certification under Section 7(b) of the Fair Labor Standards Act of 1938.

As such, the City and Fortuna Police Employees Association (representing all Police Dispatchers) wish to modify shifts of the Police Dispatchers. Beginning April 1, 2002 shifts for Community Service Officers will include the standard shift, the 4-10 shift or 12 hour shift as previously outlined and as scheduled by the Police Chief.

The following work-period options for miscellaneous employees were added in 2002 under the provisions of the Fair Labor Standards Act of 1938, section 7(b):

The Fortuna Police Employees Association, representing Police Dispatchers, desire to amend the work day and work week for miscellaneous employees to include other options from the existing standard work day of 8 hours and a standard hour work week of 40 hours to also include, with the concurrence of the City the following two options:

- a.) 4-10 shift; four days per week, 10 hours days, and
- b.) 12 hour shift; three 12-hour days, one week with three 12-hour days and an 8 hours day the following week.

For purposes of the FLSA the work period for miscellaneous police employees working under the 52 week 7(b) exemption, shall be fourteen (14) days and shall consist of no more than eighty (80) hours within said work period at non-overtime rate of pay.

Under this agreement, overtime is defined as time worked in excess of the scheduled work day or time worked on a scheduled day off. In all events, time worked in excess of the hours specified above for a work period under the FLSA shall be overtime.

23. Scheduling

- A. One (1) Police Sergeant, one (1) Police Officer, one (1) Dispatcher assigned to a relief position shall be scheduled to work a modified one hundred and sixty (160) hours in two (2) pay periods. Sergeant, Officer and Dispatcher assigned to relief positions may be scheduled to work an eight (8) hour, ten (10) hour or twelve (12) hour shift, or other modified shift hours to be determined by the scheduling supervisor with approval by the Chief of Police, and may or may not work successive days and/or enjoy successive days off, but shall not work more than eight (8) consecutive days without a day off. Sergeants and Officers will not be assigned as relief position more than once every twelve (12) months unless voluntarily or in the case of an emergency.
- B. If at any time Department staffing drops below a sufficient level of non-grant funded Police Officers (including trainees) as determined by the Chief of Police and the City Manager, the City shall have the option of immediately discontinuing the 4-10 and/or the 3-12 schedules and or create a new schedule until such time as staffing rises to a sufficient level of Police Officers.
- C. When an employee represented by the Association works a split shift (for example 7:00 p.m. to 3:00 a.m.), said employee will not be paid overtime if he or she has been given no less than eight (8) hours off duty before returning to another scheduled work shift. The City agrees that such scheduling will not occur twice in any three shifts so as to create a double, double back situation without overtime compensation being paid to the employee involved..
- D. An employee in the field training program or community services officer or dispatch in an initial training program may be assigned to work other than a regular work week in order to allow him/her to work different shifts with different trainers as a part of his/her training program. The employee in the training program should be scheduled to work eighty (80) hours in a pay period when determined feasible by the Chief of Police. The employee in the training program shall be scheduled to work one hundred and sixty (160) hours in two (2) pay periods. The employee in the training program may be scheduled to work an eight (8) hour, ten (10) hour or twelve (12) hour shift, or other modified shift hours to be determined by the scheduling supervisor with approval by the Chief of Police and may or may not work successive days and/or enjoy successive days off, but shall not work more than eight (8) consecutive days without a day off.

- E. Shift rotation will occur in the months of January, April, July, and October at the start of a work period. The applicable work period will be determined by the Chief of Police and the scheduling supervisor to be the least disruptive, and ensure police coverage of services and provide uninterrupted 80-hour work periods. Shift change may require an employee to work more than five (5) consecutive days because of changes in scheduled days off.
- F. Additionally during the Shift Rotation process when an employee rotates from a night shift to an immediate day shift, a day off must be initiated as the employee cannot work 24 hours straight. The employees affected by this rotation would not meet their 80 hour work period so in order to resolve this, the scheduling supervisor will determine and will make scheduling adjustments to insure the employee will work 80 hours in the work period. This can be accomplished by adjusting work hours or by providing the employee the day off and an alternative day which will meet the Department's needs, will be selected from the employee's days off during the same work period. If the scheduling supervisor determines there is adequate shift coverage then the affected employee may be offered the opportunity to utilize compensatory time or vacation time to fulfill the 80 hours in the work period.

24. Seniority

For purposes of scheduling seniority will be determined by time in a job class with the City, not time employed by the City.

25. Overtime Definition

The City and association agree to the establishment of an FLSA 7(k) overtime exemption with a 14 day work period.

Overtime will be calculated as hours worked (including vacation time, sick leave, compensatory time off, holidays, and administrative leave.) in excess of eighty (80) hours within a pay period of fourteen (14) consecutive days for all employees represented by the Fortuna Police Employees Association.

26. Rate Of Overtime

Unless otherwise specified overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. This will be shown as "T-1/2". The employee shall have the choice of taking overtime in cash or compensatory time off, unless specified differently in the following provisions.

For all positions represents by the Association, for the purpose of overtime calculations, the base rate will include incentive pay, longevity pay, special assignment pay as applicable.

27. Overtime for Court / Meetings / Call Back

A. General provisions applicable to court time:

Employees required to appear at Court during off duty hours will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay unless the court appearance is held contiguous to the employee's regular shift, then it will be paid as actual time worked.

All meetings with the District Attorney's Office shall be considered court time.

Definition of " contiguous to the employee's regular shift " shall be any court appearance or required training/meeting scheduled within one (1) hour of the end or beginning of the employee's shift.

B. Employees covered by this MOU will not be allowed to come in to work on a scheduled day off or while on paid leave if it would incur overtime, unless approved by the Police Chief or his designee.

C. Employees who attend the Semi-Annual Department meetings held in July and December, during off duty hours, will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay.

D. Management Employees (Sergeants) who must attend the monthly management meetings during off duty hours will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay unless the meeting is held contiguous to the employee's regular shift, then it will be paid as actual time worked.

E. All Additional Staff Meetings, Training (including monthly K-9 training) or Range resulting in overtime will be calculated on actual hours worked at the rate of one and one-half (1.5) times the employee's regular rate of pay thereafter. No Minimum.

F. Sworn Employees:

Call Back to Duty: minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for safety officers called back to actual police duty (as defined as actual Law enforcement activities in the FLSA, 29 CFR 553.211(a)). There shall be no minimum call back compensation if such time is scheduled contiguous to the employee's regular shift, then it will be paid as actual time worked.

G. Non-Sworn Employees:

Call back to Work: minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for miscellaneous employees represented by the association. There shall be no minimum call back compensation if such time is scheduled contiguous to the employee's regular shift, then it will be paid as actual time worked.

28. Shift Trading

Employees may trade shifts if:

- a. The trading of time is done voluntarily by the employees participating in the program.
- b. The shift supervisor and the Lieutenant approves the trade.
- c. The period during which time is traded and paid back shall not exceed thirty (30) days.
- d. As allowed by FLSA and notwithstanding any other provision of this section, any overtime hours that result from an employee's requested shift trade shall not be considered "overtime" for purposes of overtime compensation.

29. Accumulation Of Compensatory Time Off (CTO)

- A. All overtime worked shall, at the option of the employee, be either paid in cash at one and one-half (1.5) times the employee's regular rate of pay or shall be accumulated as compensatory time at overtime rates up to a maximum of one hundred forty (140) hours to be taken off at a later time as designated by the employee, with the approval of the Chief of Police or his designee;
- B. Any employee who exceeds the CTO cap will automatically receive payment of any overage on the next regular payday. Employees who are at or above the cap at the time this agreement is adopted will be allowed to maintain all accumulated compensatory time, but will not accrue additional time until such time as they fall below the cap.
- C. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City as determined by the Chief of Police or his/her designee. Compensatory time off shall be taken in quarter-hour increments.
- D. Per 29 C.F.R 553.21, upon separation of employment with the City, the employee shall be paid for the unused time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of employee's employment; or (2) the final regular rate received by such employee, whichever is higher.
- E. Once each fiscal year, each employee may cash out up to forty (40) hours of compensatory time off on the next regular payday provided the request is made at least one (1) week prior to such payday.

Section XII: OTHER PAY

30. Uniforms

The City agrees to pay an annual uniform allowance to Police Employees representation unit employees as follows:

Police Officers and Sergeants	\$1000 per year for term of agreement
Community Service Officer II*	\$600 per year for term of agreement
Records Clerk	\$600 per year for term of agreement

*Note: City agrees to reimburse up to two (2) designated field CSOs at the same rate as the Police Officers and Sergeants in recognition of animal control duties. Field CSOs are to be designated by the Chief of Police, or his designee. If a CSO spends a portion of the year in the regular position and a portion in the designated position, the uniform allowance will be prorated to reflect the portion of the year spent in each capacity.

The uniform allowance shall be made in two payments, semi-annually, by January 15 and July 15 of each year. The allowance is for the purchase, repair and maintenance of required uniform items not provided by the City.

31. Safety Equipment

The allowable amount to be loaned for equipment purchases will be \$500. When available, grant funds and COPS money will be used to purchase protective armor vests for officers and sergeants. Since the City of Fortuna provides protective body armor vests for all sworn Officers, all Officers are required to wear their protective vests while working in full uniform during their regular duty patrol shift, unless specifically exempted by the Chief of Police.

32. Field Training Officers

The City agrees to pay an extra five percent (5%) salary adjustment to Field Training Officers as specifically assigned by the Chief of Police. There may be up to three (3) assigned FTOs at any given time.

33. Sergeant Assigned to Supervise Dispatch

The City agrees to pay \$2000 per year (added to base rate) to a Sergeant to supervise dispatch as specifically assigned by the Chief of Police.

34. K-9 Officers

An officer performing the assignment of K-9 Officer shall be paid at an hourly rate of \$14.74 for K-9 duties, which is considered compensation for hours worked under the FLSA for the time spent as an officer-dog handler at their residence in caring for the dog/equipment.

It has been concluded that 30 minutes per day is the approximate time an officer spends caring, grooming, feeding and training the canine while off-duty and in the custody of the canine. Therefore, the City will pay the K-9 Officer 30 minutes per day while in the custody of the canine paid at the rate of time and one half (T-½) the hourly rate for K-9 duties (\$22.11).

This payment will be calculated and paid out separately from any regular overtime paid to the K-9 Officer for normal law enforcement duties.

Pursuant to 29 Code of Federal Regulations Section 778.419, the City and FPEA understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties.

Required K-9 Training outside of a regularly scheduled workday shall be paid at T-1/2 of the officer's regular rate of pay. Food, paid grooming, and veterinary expenses to be reimbursed.

Assignment of this position is at the discretion of the Police Chief.

35. Animal Euthanasia

The Chief may designate two employees to perform animal euthanasia. At least one employee designated to this position will be a represented member of the FPEA. The second position will be at the discretion of the Police Chief. Each designated employee will be paid a monthly stipend of \$150.00.

36. Out of Classification Differential Pay

Upon specific written assignment by the Chief of Police or a designee, an employee may be required, subject to employee agreement, to perform the duties in a job classification for which the rate of pay is greater than the employee's regular rate of pay. An employee so assigned for more than five (5) consecutive days shall receive an additional five percent (5%) of his or her base salary for all hours worked in such assignment. An employee so assigned shall not suffer any loss of benefits due to such assignment. Time worked in a higher rank shall not be credited toward the completion of probationary requirements in the higher rank.

37. Achievement Incentives

Certain members of the Association are eligible for incentives. Effective July 1, 2013, employees represented by the Association may have added to their base salary additional pay according to the following schedule:

Police Officer	\$3,300/year for an Intermediate POST certificate or \$6,600/year for an Advanced POST certificate. \$950/year retention incentive adjustment at two years service as a police officer.*
Sergeant	\$3,950/year for an Intermediate POST certificate or \$7,900/year for an Advanced POST certificate. \$1,100/year retention incentive adjustment at two years service as a police officer and sergeant.* \$2,800/year for POST Supervisory Certificate
CSO	\$900/year for an Intermediate POST certificate or \$1,800/year for an Advanced POST certificate.

*Incentive pay for police and sergeant will not be combined. An employee shall receive one or the other, based on position.

Employees must provide proof of successful attainment of certificates in order to qualify for incentive pay (other than retention incentive).

If an Officer promotes to Sergeant, the incentives will be pro-rated to reflect the portion of the year spent in each position.

To remain eligible for said incentive pay an employee must maintain satisfactory job performance as determined by the Chief of Police. To qualify for the above incentive pay, Police Officers and Sergeants shall have a minimum of two years service with the Fortuna Police Department and shall have said incentive pay recommended by the Chief and approved by the City Manager.

38. Residency Incentive

As an incentive for employees to live within the city limits of the City, all Fortuna Police Employees representation unit employees who reside within 20 miles of the City of Fortuna shall receive \$50.00 per month as additional compensation.

39. Employee Use of Park & Recreation Programs

A. The following programs are offered to City Employees free of charge:

- President's Week – 4 days
- Spring Break – 5 days
- Summer Fun – 10 weeks
- Thanksgiving Week – 3 days
- Winter Break – up to 10 days
- Public Skating at Rohner Park

- B. Children of employees of the City of Fortuna may attend the summer and holiday programs the Parks & Recreation Department offer free of charge while employees are working between the program hours of 7:30am – 5:30pm.
- C. Children are able to attend these programs only if the City employee is working. The only exception will be for the Police Department employees who work the graveyard shift. Their child(ren) may attend the program during hours following their shift.
- D. Employees shall not bring their children to the program if the employee has taken the day off.
- E. The following programs are offered to City Employees at half price:
 - Youth Basketball
 - Basketball Camp

40. Education and Training Reimbursement

- A. As an incentive to employee education and training, the City will reimburse employees one time for successful completion of certain coursework and exams related to their employment with the City. Reimbursements must be pre-approved by the Department Head and City Manager, and reimbursement will be given following the satisfactory completion of the course and/or exam. Books and reusable materials will become the property of the City and will be made available for use by other employees.
- B. In order to assist employees who may not be financially able to bear the costs while waiting for reimbursement, the City Manager may approve an employee’s written request to prepay costs associated with approved education and training. These costs will be paid only one time per class, test, or related education and training, regardless of whether the employee passes or fails. If any employee does not pass, the cost for any subsequent attempts for the same class, test or related education and training will be paid by the employee.

Section XIII: RETIREMENT SYSTEM

41. Retirement System

- A. Non-sworn employees (PERS Local Miscellaneous Members) Retirement Formulas:
 - a. If employed on or after January 1, 2013, AND a “New” PERS member (*New member as defined by PERS*), employee shall receive the 2%@62(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 6.5% employee contribution is paid by the employee. For the 2% @ 62 formulas the employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.

- b. If employed on or after January 1, 2013, AND a “Classic” PERS member (*Classic member as defined by PERS*), employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.
 - c. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.
 - d. If employed prior to June 24, 2012, employee shall receive the 2.7%@55(Full) PERS retirement formula, with the final compensation defined as the single highest year. The 8% employee contribution is paid by the employee.
- B. Sworn Employees (PERS Local Safety Members) Retirement Formulas:
- a. If employed on or after January 1, 2013, AND a “New” PERS member(New member as defined by PERS), employee shall receive the 2.7%@57(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 11.5% employee contribution is paid by the employee. For the 2.7 % @ 57 formulas the employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.
 - b. If employed on or after January 1, 2013, AND a “Classic” PERS member(Classic member as defined by PERS), employee shall receive the 3%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 9% employee contribution is paid by the employee.
 - c. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 3%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 9% employee contribution is paid by the employee.
 - d. If employed prior to June 24, 2012, employee shall receive the 3%@50(Modified) PERS retirement formula, with the final compensation defined as the single highest year. The 9% employee contribution is paid by the employee.
 - e. The City agrees to provide PERS "1959 Survivor Benefits, Third Level" for represented safety employees. Safety employees shall pay for this benefit.

Section XIV: MISCELLANEOUS

42. Personnel Evaluations

- A. For probationary employees, a performance evaluation is required, at a minimum, every six months. A probationary employee may be given a merit increase but still be kept on probation. Probationary increases shall not be considered automatic.

- B. Permanent employees, shall be evaluated annually from the anniversary date of original hiring or current position. The annual evaluation will include a recommendation to the City Manager, determining eligibility for the employee to receive a merit increase including the percentage of increase.
- C. If a pay increase is not recommended for an eligible employee during his/her annual performance review, a specific time not to exceed three months will be established for re-evaluation of the employee's performance. At the time of re-evaluation, the employee may be reinstated as eligible to receive a merit increase. Reinstatement for eligibility may be retroactive to the anniversary date.
- D. If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee's personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.
- E. A special employee performance evaluation may be done at any time to recognize exceptional, marginally acceptable, or unacceptable performance.

43. Merit Pay and Effective Date of Increases

- A. Each pay increase in the salary range will not be automatic, but based on merit. Each advancement in the salary range can range from one percent (1%) to five percent (5%).
- B. Merit increases will not be paid retroactively except in the case of an employee receiving an eligible annual performance evaluation after its regularly scheduled due date. No other increases shall be paid on a retroactive basis.
- C. Failure to receive a merit increase as herein provided is not a disciplinary action and shall not preclude any employee from thereafter receiving such an increase upon improvement in his or her work performance and a recommendation by the department head.
- D. Exceptional employees can be considered for more than one advancement in a year. The total advancement in the salary range shall not exceed eight percent (8%) per **anniversary** year.

44. Citizen Complaints

The City and the Association agree that it is in the interest of the City, the citizens of Fortuna and the members of the Association that citizens' complaints be investigated promptly and resolved with all due dispatch. The following procedures will be used in handling citizen complaints:

- A. Except in cases of emergency, whenever requested by the officer under investigation and prior to any interrogation based on a citizen's complaint that may lead to punitive action, the officer shall be provided with a statement, in writing, containing the nature and circumstances of the complaint.

- B. Findings will be made on any citizen's complaint within one hundred twenty (120) days of the date the complaint is received and the Chief of Police will take such actions as are within his power within said one hundred twenty (120) days.

45. Use of Reserve Officers

In order to compensate for staffing deficiencies, the Chief of Police may assign Level One Reserve Officers to work paid shifts. Such assignments will not replace permanent positions. The Reserve Officers will perform basic police officer functions to assist and supplement existing patrol staff.

46. Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of this MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

47. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

48. Layoffs

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish a position in the classified service. Employees laid off or demoted under the provisions of this section shall be given at least two (2) weeks prior written notice.

In those cases wherein a classified employee is demoted in lieu of layoff, the employee who is placed in a lower job classification will be placed at the salary step representing the least loss in pay.

49. Maintenance of Operations

Both the City and the Association recognize that the need for continuous and uninterrupted operation of the City and the Police Department is of paramount importance. Therefore, the Association agrees that neither the Association nor any person acting officially on its behalf will cause, authorize, engage in, encourage or sanction a work stoppage, slow-down or picketing except for information picketing; nor will any employee represented by the Association engage in a concerted or collective action to withhold his or her services through the use of sick leave. It is further understood that if the City Manager has reason to believe a concerted action on the part of members of the Association to withhold their services through the use of sick leave is occurring he may request any employee absent from work on sick leave to provide a certificate from a licensed medical doctor stating the nature of the employee's illness and the need for his absence

from work. Failure of any employee to satisfactorily provide such certificate will be grounds for disciplinary actions, including dismissal.

50. No Strike and Lockout

During the term of this agreement, the City agrees that it will not lock out employees; and the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in , encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

51. Waiver Clause

City and Association agree that, for the life of this agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, notwithstanding any other provisions of law to the contrary.

52. Full Understanding and Modification

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. Any modification or amendment to this MOU must be agreed to in writing by both the Association and the City.

53. Term of Agreement

This Agreement shall be effective from July 1, 2016 and shall continue in effect through June 30, 2016.

54. Notification Procedure

The Association will notify the City by November 15, 2016 of its intent to open contract meet and confer sessions for the following fiscal year. Absent notification, the existing Agreement will remain in effect until June 30, 2017. The City may reopen contract meeting and conferring if necessary.

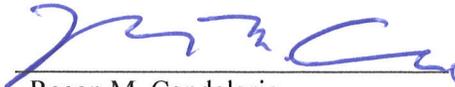
55. Savings Clause

If any section or subsection of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other sections or subsections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any section or subsection of

this Agreement, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring over said section or subsection.

City of Fortuna

**Fortuna Police Employees
Association**



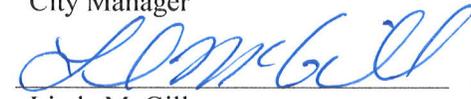
Regan M. Candelario
City Manager

6-29-16
Date



Charles Ellebrecht, President

7-6-16
Date



Linda McGill
City Clerk/Human Resources
Manager

6/29/16
Date



J. Punfiori

7/6/16
Date