

## Contents

ARTICLE 1.00	TERM .....	2
ARTICLE 2.00	DEFINITIONS .....	2
ARTICLE 3.00	MANAGEMENT RIGHTS CLAUSE .....	2
ARTICLE 4.00	ASSOCIATION RECOGNITION, RIGHTS AND SECURITY .....	3
ARTICLE 5.00	HIRING PROVISIONS.....	4
ARTICLE 6.00	JOB CLASSIFICATION.....	5
ARTICLE 7.00	HOURS OF WORK, SHIFT, SCHEDULES, AND REST PERIODS .....	5
ARTICLE 8.00	OVERTIME.....	6
ARTICLE 9.00	HEALTH AND SAFETY .....	7
ARTICLE 10.00	UNIFORMS .....	7
ARTICLE 11.00	HOLIDAYS.....	8
ARTICLE 12.00	FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS .....	8
ARTICLE 13.00	INSURANCE .....	9
ARTICLE 14.00	EDUCATIONAL INCENTIVE PROGRAM .....	9
ARTICLE 15.00	CALLBACK PAY - POLICE OFFICERS, POLICE SERGEANTS AND RECORDS MANAGER.....	10
ARTICLE 16.00	NIGHT DIFFERENTIAL - POLICE OFFICERS, POLICE SERGEANTS & RECORDS MANAGER.....	11
ARTICLE 18.00	TRAINING OFFICER COMPENSATION.....	11
ARTICLE 19.00	SPECIALTY PAY .....	11
ARTICLE 20.00	ADDITIONAL COMPENSATION.....	12
ARTICLE 21.00	LEAVES OF ABSENCE .....	12
ARTICLE 22.00	VACATION.....	13
ARTICLE 23.00	SICK LEAVE.....	15
ARTICLE 24.00	WAGES & EMPLOYMENT STATUS (SEE ATTACHMENT A).....	16
ARTICLE 25.00	GRIEVANCES.....	19
ARTICLE 26.00	DEPARTMENTAL VEHICLES AND EQUIPMENT.....	21
ARTICLE 27.00	RETIREMENT - PUBLIC EMPLOYEES RETIREMENT SYSTEM .....	22
ARTICLE 28.00	PHYSICAL EXAMINATIONS.....	22
ARTICLE 29.00	FAMILY & MEDICAL LEAVE ACT OF 1993 .....	23
ARTICLE 30.00	MISCELLANEOUS.....	23
ARTICLE 31.00	DRUG POLICY .....	23
ARTICLE 32.00	FAIR LABOR STANDARDS ACT (FLSA).....	23
ARTICLE 34.00	PERSONNEL RULES .....	24
ARTICLE 35.00	LAYOFF PROCEDURES .....	24
ARTICLE 36.00	MILEAGE REIMBURSEMENT.....	24
ARTICLE 37.00	SAVINGS CLAUSE .....	24
ARTICLE 38.00	ENACTMENT .....	24

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CAPITOLA POLICE OFFICERS' ASSOCIATION**  
**AND CITY OF CAPITOLA**

This MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made and entered into by and between CAPITOLA POLICE OFFICERS’ ASSOCIATION and the CITY OF CAPITOLA for and on behalf of its members hereinafter identified. This MOU embodies all items agreed upon by and between the City of Capitola and the Capitola Police Officers’ Association.

**ARTICLE 1.00 TERM**

The term of this Memorandum of Understanding shall cover the period from ratification through June 30, 2024 and shall be effective upon ratification by the bargaining unit and approval by the Capitola City Council.

**ARTICLE 2.00 DEFINITIONS**

**2.01 EMPLOYER**

The term “Employer” as used herein refers to the City of Capitola. The words “Management”, “Department Head”, “Police Chief”, may also be used to refer to “Employer” in appropriate contexts.

**2.02 ASSOCIATION**

The term “Association” as used herein shall refer to the Capitola Police Officers’ Association.

**2.03 EMPLOYEE/REPRESENTATION UNIT**

The term “Employee” or “Covered Employee”, as used herein, means all persons employed by the Employer in the Police Department who are classified as Community Services Officer, Police Officer, Police Officer Trainee, Records Manager and Sergeant. Those positions constitute the unit represented by Capitola Police Officers’ Association.

**2.04 PATROL VEHICLE**

The term “patrol vehicle” as used herein shall refer to any motor vehicle as defined under the provisions of Sections 415 and 165 of the California Vehicle Code.

**2.05 PEACE OFFICER/SWORN PERSONNEL**

The terms “peace officers” or “sworn personnel” means “police officers” as defined in Penal Code Sections 830 and 830.1.

**ARTICLE 3.00 MANAGEMENT RIGHTS CLAUSE**

Except as otherwise specifically set forth in this MOU, the CITY retains all management prerogatives. These include but are not limited to: determining the mission of its constituent departments; setting standards of service; determining the procedures and standards of selection for employment and promotion; directing its employees; taking disciplinary action; relieving its employees from duty because of lack of work or for other legitimate reasons; maintaining the efficiency of governmental operations; determining the methods, means, and personnel by which government operations are to be conducted; taking all necessary actions to carry out its mission in emergencies; and exercising control and discretion over its organization and the technology of performing its work.

Nothing in this article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the CITY by state law, city ordinances, or resolutions or other laws regulating, authorizing, or empowering the CITY to act or refrain from acting.

## **ARTICLE 4.00 ASSOCIATION RECOGNITION, RIGHTS AND SECURITY**

### **4.01 ASSOCIATION RECOGNITION**

Except as limited by Government Code Section 3502, the Employer hereby recognizes the Capitola Police Officers Association (P.O.A), as the exclusive collective bargaining agent of all covered Employees in this unit.

### **4.02 NOTICE OF RECOGNIZED ASSOCIATION**

The Employer/Association shall post within the employee work or rest area a written notice which sets forth the classifications included and referred to in Section 2.03 hereof and the name and address of Association as the recognized employee organization for such units. The P.O.A. shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit.

### **4.03 PAYROLL DEDUCTIONS AND PAYOVER**

The Association will maintain records of employee authorizations for dues deductions and shall provide the City with information regarding the amount of dues deductions and the list of Association members who have authorized dues deductions. To the extent required by the Government Code, the City shall rely on the information provided by the Association and deduct those authorized.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

The Association agrees to enforce this provision and to indemnify and hold harmless the City, its officers, and employees, from all liabilities and/or damages of any nature arising from the application of this section.

#### 4.04 HOLD HARMLESS

Association shall indemnify and hold Employer harmless from any and all claims, demands, suits, or any other action arising from an employee claim relating to legality, or implementation, of Section 4.03.

#### 4.05 BULLETIN BOARDS

Reasonable space shall be allowed on bulletin boards as specified by the Police Chief for use by the Association to communicate on relevant subjects with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, filing cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the Employer or its relations with City employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

#### 4.06 USE OF EMPLOYER FACILITIES

Employer facilities such as the City Hall Community Room may be made available upon timely application for use by employees and the Association. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

#### 4.07 BARGAINING

Employee members of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee members of Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions.

### **ARTICLE 5.00 HIRING PROVISIONS**

#### 5.01 NON-DISCRIMINATION

No Employee covered by this Agreement shall be discriminated against by the Employer, or by the Association by reason of race, color, religion, sex, age, national origin, or sexual orientation or any other factors consistent with State and Federal Law.

#### 5.02 EMPLOYMENT

The Employer shall not discharge or otherwise discriminate against any Employee by reason of any Association activity not interfering with the proper performance of his/her

work.

### 5.03 SIGNING BONUS

Sworn employees hired as a Lateral Officer after August 5, 2012 may receive a one-time signing bonus of up to \$25,000. ~~upon the successful completion of probation and obtaining regular full-time employment status.~~ A Lateral Officer is defined as an applicant who is currently working for a recognized law enforcement agency, has successfully completed the probation period for that agency, and possesses a State of California Basic POST Certificate. The City Manager shall make the determination as to the amount. The amount of the signing bonus shall be specified in the public recruitment notice and ~~in~~ the hire-letter.

All employees who were members of the CPOA at the time of ratification will receive a one-time signing bonus of \$1,250.00.

## ARTICLE 6.00 JOB CLASSIFICATION

### 6.01 NEW JOB CLASSIFICATIONS

If an Employee covered by this Agreement is assigned work of a substantially new or different nature so as to constitute a new job classification, the Employer and the Association will negotiate regarding the wage rate applicable to such new job classification

## ARTICLE 7.00 HOURS OF WORK, SHIFT, SCHEDULES, AND REST PERIODS

### 7.01 WORK SCHEDULE AND CHANGE OF SHIFT

Prior to the applicable pay period, the Police Chief or his/her designated representative shall prepare a schedule showing the hours each employee of the department is, at the time of posting, to work. The Police Chief shall make every effort to assure that no employee shall have more than one change of shift in any calendar month. This paragraph does not limit the Police Chiefs authority to revise schedules as need permits.

### 7.02 SHIFT

For sworn personnel and Community Service Officers, hours of work in the normal workday shall be ten (10) hours for police officers and police sergeants, except for detective bureau personnel, which is (8) hours. While they are assigned to the detective bureau, the sick leave accrual provisions of this MOU that are applicable to 5/8 employees will be applicable to such employees.

### 7.03 ASSIGNING WORK SHIFTS

In assigning work shifts, the department shall give due regard to assigning shifts which will not disrupt or interrupt any employee's education or training programs and schedules. Undesirable work shifts shall not be used as punishment, intimidation, or harassment. Shift assignments shall be carried out in accordance with department policy.

### 7.03.1 SUCCESSIVE SHIFTS

It is understood that the assignment of shifts is a prerogative of management that has been delegated to the Chief of Police. It has been the practice to assign at an officer's request, on the basis of seniority, the same shift for two successive shift changes. It is understood that this practice will be continued for the duration of this MOU. Although the assignment of successive shifts remains with the Chief of Police, should an officer allege that such assignment has been made in an arbitrary or discriminatory manner, the matter may be reviewed through the City Manager level of the Grievance Procedure.

### 7.03.2 SPECIAL EVENT ASSIGNMENTS

The parties agree that except as required in Departmental Order No. 2, "Manpower Deployment" dated December 15, 1987, Item III A, Holiday Staffing and III B Overtime Shifts, any special event outside of a member's work schedule shall receive 30 days' notice which will include the following: location, time and hours to be worked. If this condition is not met, the officer or sergeant will not be required to work the event (a special event is not an emergency).

### 7.04 MEAL AND REST PERIODS

A meal period of 30 minutes shall be provided to all other employees during each assigned shift no sooner than 3 hours after commencement of the shift and not later than 3 hours prior to the end of the shift. Such meal period for sworn officers (including those on detective assignment) and community service officers shall be considered time worked.

## **ARTICLE 8.00 OVERTIME**

### 8.01 REGULAR/OVERTIME HOURS

The normal workweek for all bargaining unit employees shall consist of forty (40) hours. Except as provided in section 18.02 (regarding canine care), all work in excess of forty hours in a workweek shall be considered overtime and shall be compensated pursuant to the provisions of Sections 8.00-8.06 of this Agreement.

### 8.02 COMPENSATION/OVERTIME AUTHORIZATION

No employee shall receive compensation for overtime, whether in cash, or in time off, or a combination, unless such overtime work has been approved by the Police Chief or his designated representative.

### 8.03 COMPENSATION/OVERTIME

All overtime work shall be compensated at the rate of one and one-half times the hourly rate in cash. Overtime compensation shall be paid in the paycheck covering the pay period in which the overtime was worked. Except as otherwise provided in Labor Code Section 204.3, at the option of the employee, compensatory time off may be earned in lieu of cash.

Up to 120 hours may be accumulated. Any time over that maximum shall be in cash at time and one-half. Compensatory time off will be scheduled by means of management responding to the requests of the employees. Such requests will not be arbitrarily or unreasonably denied.

#### 8.04 OVERTIME NOT CUMULATIVE

Any hours worked which qualify as overtime under one measurement may not be used under another measurement.

#### 8.05 FRACTIONS OF LESS THAN FIFTEEN MINUTES

No overtime payment shall be allowed for any period of less than fifteen minutes, and fractions of less than fifteen minutes of overtime worked may not be accumulated in order to total fifteen minutes or more, except where such fractions are part of a regularly scheduled shift.

#### 8.06 OTHER

Court appearances and callbacks may also, at times, result in overtime. See Articles 17.00 and 15.00 respectively. Overtime may occur as a result of the last paragraph of section 11.00.

### **ARTICLE 9.00 HEALTH AND SAFETY**

#### 9.01 APPLICABLE LAWS

Employer shall comply with all applicable state, federal, and local safety regulations and shall furnish all employee safety equipment required by law or deemed necessary by the Police Chief.

### **ARTICLE 10.00 UNIFORMS**

#### 10.01 UNIFORMS

The employer will purchase initial uniforms for newly hired uniformed employees and will repair or replace uniforms including uniform boots, on an as-needed basis.

The City will designate a police captain to whom the officer will submit the uniform request for authorization for repair or replacement. If the officer disagrees with the captain's decision with regard to the necessity for repair or replacement, he or she may have the dispute reviewed by the Chief of Police through the grievance procedure included in this MOU.

In addition, the employer will cover the cost of reasonable cleaning of departmentally authorized uniforms. Employees will be responsible for delivering uniforms to, and retrieving uniforms from, the employer-designated cleaning establishment.

Police Officers and Sergeants assigned to the Detective unit shall be eligible to choose

EITHER the repair, cleaning and replacement policy for their official uniforms as provided in Section 10.01 above OR a uniform allowance of \$50.00 per month for the duration of their assignment to the Detective Division. (The latter choice will be shown as taxable income on an Employee’s W-2 form.)

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required uniforms will be reported to CalPERS, to the extent allowable by CalPERS.

**10.02 MOTOR DUTY UNIFORM**

Employer agrees to provide the following items for Police Officers and Sergeants assigned to motorcycle duty: two pairs of motorcycle pants; one pair motorcycle boots and one pair of gloves. Police Officers shall also be entitled to an allowance for safety glasses not to exceed \$20.00.

**ARTICLE 11.00 HOLIDAYS**

Holidays will be expressed as an annual (calendar year) bank of hours and taken as scheduling permits. Employees working 4/10 schedules shall receive 150 hours per calendar year and employees working 5/8 schedules shall receive 120 hours per calendar year. Upon termination, if an employee has not actually taken as much holiday time as a pro-rated amount, he/she will be entitled to compensation for the unused portion. For instance, if a 4/10 employee whose last day was June 30 had taken only 55 hours of holiday time, (s)he would be entitled to 20 hours of compensation. Personal Holidays are included in the foregoing 150/120 hourly figures, and not in addition to them. Employees working 4/10 schedules will be debited for 10 holiday hours when they take time off as a holiday; those working 5/8 schedules will be debited for 8 hours.

For Sergeants and Records Manager, December 25<sup>th</sup> will be a paid holiday if not worked (and 10 hours and 8 hours, respectively, of holiday time will be consumed). If worked, employee will be paid time and one half.

**ARTICLE 12.00 FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS**

A The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, effective January 1, 2021 a \$143.00 per month contribution will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum.

Effective Dates	Employee Only	Employee +1	Employee +2
First full pay period after ratification	\$800.00	\$1,400.00	\$1,800.00



First full pay period in July 2022	\$850.00	\$1,450.00	\$1,850.00
First Full pay period in July 2023	\$900.00	\$1,500.00	\$1,900.00

B. Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date will be eligible for a cash payment based on the following schedule. A “Current Grandfathered Employee” is defined as an employee hired prior to the ratification of the MOU and receiving cash-in lieu of health coverage. Current Grandfathered Employees who choose health coverage after the ratification of the MOU will no longer be eligible for the Current Grandfathered Employee cash payment amount after making such choice of health coverage.

Effective Dates	Current Grandfathered Employees (as of 10/2018)	Non- Current Grandfathered Employees and New Employees
First full pay period after ratification	\$500.00	\$250.00

C. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.

**ARTICLE 13.00 INSURANCE**

The City provides full time members of the Association term life insurance in the amount of \$50,000, short-term, and long-term disability insurance.

**ARTICLE 14.00 EDUCATIONAL INCENTIVE PROGRAM**

14.01 EDUCATIONAL INCENTIVE PAY

After successful completion of the probationary period, sworn police personnel and the Records Manager shall be eligible to have base pay increased by an additional two and one-half (2.5%) for completion of thirty (30) college units, five (5%) percent for completion of sixty (60) college units, and seven and a half (7.5%) percent for completion of a bachelor’s degree from an accredited institution. College units may include graduate level work. Courses and degrees must be work related as approved by the Department Head and City Manager.

To receive Educational Incentive, Pay, the Employee shall write a memo to his/her supervisor and include a copy of transcripts as evidence of the number of units required

for the appropriate incentive pay. The supervisor will review the memo and send it to the Police Chief, who, in turn, will review it and send it to the City Manager for approval.

#### 14.02 SWORN EDUCATIONAL REIMBURSEMENT

Beginning July 1, 2008, the education incentive is limited to a maximum of \$500 per year per employee; beginning July 1, 2009 the limited maximum amount will increase to \$1,000 per year per employee, with 100% textbook reimbursement. It is agreed by the City and the Association to negotiate in good faith on this provision upon the termination of the Memorandum of Understanding.

#### 14.03 COMMUNITY SERVICE OFFICE EDUCATIONAL REIMBURSEMENT

Community Service Officer Education Reimbursement: Beginning July 1, 2008, the City will reimburse employees for tuition upon the completion of courses with a grade C or better, approved in advance by the City Manager, up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Beginning July 1, 2009, the limited maximum amount will increase to \$1,000 per year per employee, with 100% textbook reimbursement.

#### 14.05 P.O.S.T. CERTIFICATE PAY - POLICE SERGEANTS

Sergeants shall be eligible to receive 2.5% increase in base pay for completion of the intermediate P.O.S.T. Certificate; an additional 2.5% for completion of the Advanced P.O.S.T. Certificate; and an additional 2.5% for completion of the P.O.S.T. Supervisory Certificate provided the employee has an A.A., A.S. or equivalent Degree. This Certificate Pay may not be collected in addition to education incentive pay. This program became effective 7-1-85.

To receive P.O.S.T. pay, the Sergeant shall write a memo to his/her supervisor including a copy of the appropriate P.O.S.T. Certificate. The Supervisor shall review the memo and send it to the Police Chief, who, in turn, shall review it and send it to the City Manager for review, and, if approved, it will be effective the first of the month after approval.

#### 14.06 CAREER OFFICER PROGRAM - POLICE OFFICERS ONLY

In accordance with standards set by Personnel Directive #4 dated November 15, 1988 the City agrees to compensate police officers qualifying under the career officer program by increasing base pay rates in the following percentages:

Senior Officer I	2.5%
Senior Officer II	Additional 2.5% more than Senior Officer I
<del>Master Officer</del> <u>Corporal</u>	Additional 2.5% more than Senior Officer II

An officer is eligible for either the Educational Incentive Program or for the Career Officer Program but may not receive payment under both programs.

### **ARTICLE 15.00 CALLBACK PAY - POLICE OFFICERS, POLICE SERGEANTS AND**

## **RECORDS MANAGER**

Any Police Officer or Police Sergeant who has departed from his/her work location and is called back to work shall be guaranteed a minimum of four hours compensation at the overtime rate for each call-back. If the employee is no longer needed and at the employee's request, he/she can leave the work location and be paid at overtime rates for time actually worked. When called back, the canine officer and Detectives will receive a minimum of two hours pay at the overtime rate regardless of the number of hours actually worked. All hours worked in excess of the minimum call back shall be paid at overtime rates.

## **ARTICLE 16.00 NIGHT DIFFERENTIAL - POLICE OFFICERS, POLICE SERGEANTS & RECORDS MANAGER**

The Employer shall compensate Police Officers, Police Sergeants and Records Manager who on a regularly scheduled basis work fifty percent (50%) or more per month of their time on swing or graveyard shift, a night differential pay of \$.50 per hour for hours worked on swing shift, and \$.75 per hour for hours worked on graveyard shift. Temporary assignments or emergency assignments for a short period of time and not on a regularly scheduled basis shall not be eligible for night differential pay.

## **ARTICLE 17.00 COURT APPEARANCES**

Any employee who is required to testify in court in connection with an employee's usual, official duties, or in connection with a case in which the City is a party, during his normal working hours shall be allowed to do so without any loss of pay. For hours in court outside of normal assigned duty hours, employees shall be compensated for a minimum of four (4) hours pay at time and a half pay. If notice of cancellation is made to employee either through the recorded telephone message from the court or from the officer's personal voice mailbox by 6:00 p.m. the day prior to scheduled appearance, no payment will be made.

## **ARTICLE 18.00 TRAINING OFFICER COMPENSATION**

Those positions designated by the Police Chief as Field Training Officer or Patrol Training Officer shall receive an additional five percent (5%) of salary, or pro-rated portion thereof, per month for the period actually engaged in training.

## **ARTICLE 19.00 SPECIALTY PAY**

### **19.01 DETECTIVE PAY**

Individuals assigned to the Detective Bureau shall be additionally compensated at the rate of five (5%) percent of base pay for performing detective duties. It is understood that this assignment is a rotational one and movement from the Detective Bureau shall not be considered a disciplinary action unless done for disciplinary reasons.

## 19.02 CANINE PAY

Police Officers assigned as Canine Officers will receive additional compensation at the rate of five (5%) percent of base pay for the care and maintenance of their dog, whether the actual time is slightly more or less than that. The parties mutually agree that this is adequate for care and maintenance.

## 19.03 LONGEVITY PAY

Upon completion of ten (10) continuous years of service with the City, all employees covered by this MOU will receive additional compensation of five (5) percent of base pay. Effective the first full pay period after Union ratification and Council adoption of this MOU, upon completion of twenty (20) continuous years of service with the City of Capitola, all employees covered by this MOU will receive additional compensation of and additional five (5%) percent of base pay.

## 19.04 MOTORCYCLE PATROL PAY

Police Officers assigned by the Department to Motor Cycle Patrol will receive additional compensation at the rate of two and one half (2.5%) percent of base pay while in that assignment in full time status.

## **ARTICLE 20.00 ADDITIONAL COMPENSATION**

### 20.01 FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL VACANCY

An employee specifically assigned on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position exceeds a total of twenty days at any one time in any twelve-month period, which payment shall be retroactive to the first day of such services; provided, however, that the employee meets the minimum qualifications for the higher level position and the full range of duties of the higher level position is assigned. The out-of-title pay level shall be the lowest step of the salary schedule of the temporarily assigned position that will provide a salary increase of at least 5%.

### 20.02 POSITIONS DESIGNATED BILINGUAL

Upon the recommendation of the Police Chief or his designated representative and the approval of the City Manager, no more than two persons occupying a position designated as requiring fluency in a language other than English shall receive an additional five percent (5%) of salary.

20.03 **Deferred Compensation.** All PEPRAs employees covered by this Agreement shall be eligible to participate in a deferred compensation program, upon request. The City will contribute \$25.00 per pay period.

## **ARTICLE 21.00 LEAVES OF ABSENCE**

### 21.01 LEAVE MAY NOT EXCEED ONE YEAR

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave. Each request will be evaluated on a case-by-case basis.

21.02 NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT

A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the City of Capitola.

21.03 MILITARY LEAVE

The Employer agrees to provide employees all military leave benefits guaranteed under federal, state and case law.

21.04 LEAVE FOR JURY DUTY

Leave of absence with pay shall be granted to a person while serving on jury duty, including time spent going to and from court and serving on jury duty. Any jury fee awarded to such person shall be deposited with the City Treasurer. Any person assigned to an afternoon or evening shift shall be entitled to equal time off leave with pay from his or her next regularly scheduled shift for all time spent while going to and from court and serving jury duty.

**ARTICLE 22.00 VACATION**

22.01 ACCRUAL

Effective 12/1/00, all employees in this unit shall accrue vacation as set forth in the following chart. The rates shown are for full time employees. On the effective date of this plan, all employees in the unit are full time. If a position hereafter is occupied on less than a full time basis, the rates of accrual will be adjusted as set forth in Section 4 (b) of the attached standard provisions. The rate at which vacation accrues is not affected by whether or not overtime is worked in a pay period. Vacation accrues while on sick leave, except that it does not accrue after the date of separation. Employees working 4/10 schedules and those working 5/8 schedules will both be debited for 40 hours of vacation for each complete week (Sunday through Saturday) of vacation taken. For partial weeks, a 4/10 employee will be debited 10 hours for each day of vacation taken that the employee would have been scheduled to work if vacation had not been taken; 8 hours for 5/8 employees.

Year of Service	Number of Hours/Years
1	80
2	80
3	100
4	100
5	120
6	130

7	140
8-9	150
10-14	160
15-17	170
18-19	180
20+	200

An employee is in the first ‘year of service’ from the first through the 365th day of employment and (except leap years) on the 366th day is in the second year of service.

22.02 VACATION – MANDATORY CASH OUT

An employee who has accumulated more than 504 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 504 except that such payment shall not exceed the employees annual vacation accrual amount These cash out payments will be included with the paycheck for the first full pay period in May.

22.03 VACATION CASH OUT ON TERMINATION

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate.

22.04 VACATION ACCRUAL AND USAGE BEGINNING DATES

Vacation will begin to accrue as of the date of employment. An employee may take vacation upon the completion of one year of service.

22.05 MAXIMUM/MINIMUM ANNUAL VACATION LEAVE

In all instances, the Employee shall have the right to take the earned equivalent of one year’s vacation accumulation at one time. In the event the Employee wishes to take more than one year’s accumulation, approval of the supervisor is required.

22.06 EFFECT ON LEAVE WITHOUT PAY ON VACATION CREDIT

No vacation credit shall be earned during the period when an employee is absent on leave without pay.

22.07.01 WHEN VACATION MAY BE TAKEN - ALL EMPLOYEES BUT SERGEANTS AND RECORDS SUPERVISOR

On December 1st of each year, the Patrol Captain and POA President will post a vacation schedule calendar. All such employees will pick one “major” block of vacation in order of seniority. All vacation picks will be made with regard to Section 21.07.03 of this Memorandum and current Department policy. The calendar will be submitted to the Patrol Captain no later than January 15th.

Other vacation requests will be submitted in accordance with current practice and seniority will prevail in the event of conflicts between employees. The POA President and the Association will handle all conflicts.

#### 22.07.02 WHEN VACATION MAY BE TAKEN - SERGEANTS AND RECORDS SUPERVISOR

The Police Chief or his designated representative shall in each case determine when vacation leave may be taken. Sergeants and records supervisors shall be allowed to divide their vacation leave in any calendar year into segments.

#### 22.07.03 VACATION CONFLICTS

Seniority in the City service among employees in a classification and working unit, consistent with department operating requirements, shall be the basis on which vacation schedule conflicts are resolved. In any calendar year, the first such conflict shall be resolved in favor of the most senior employee. Subsequent vacation schedule conflicts shall be resolved in favor of the most senior employee who has not, by virtue of his senior position, previously had such a conflict resolved in his favor during the calendar year. In the event of vacation schedule conflicts among such employees, all of whom have, by virtue of their senior positions, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his favor shall prevail. Vacation leave can be started on any day of the week.

#### 22.08 RATE OF VACATION PAY

Compensation during vacation shall be at the rate of compensation that such person would have been entitled to receive if working at the time vacation occurs.

### **ARTICLE 23.00 SICK LEAVE**

#### 23.01 ACCRUAL

Sick leave accrues at rate of 120 hours per year for sworn officers and Community Service Officers, and all unit employees working a 5/8 shift including Detectives and the Records Manager shall accrue ninety-six (96) hours of sick leave per year. The rate at which sick leave accrues is not affected by whether or not overtime is worked in a pay period. Sick leave accrues on a prorated basis, based upon a 30-day month. Accrued but unused sick leave has no cash value and shall not be cashed out.

#### 23.02 LABOR CODE SECTION 4850

Nothing in this article will be deemed to supersede Labor Code Section 4850.

#### 23.03 SICK LEAVE USAGE

A 4/10 employee will be debited 10 hours for each day of sick leave taken that the employee

would have been scheduled to work if sick leave had not been taken; 8 hours for a 5/8 employee.

#### 23.04 MEDICAL REPORT

To the maximum extent allowable under the Family and Medical leave Act and the Family Rights Act, the Police Chief, as a condition, of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Police Chief, which may include a statement of diagnosis and treatment from a licensed physician or a medical clearance to return to work. Absent exceptional circumstances, no medical evidence will be requested for absences of three or less consecutive days.

#### 23.05 EMERGENCY LEAVE: SICKNESS IN IMMEDIATE FAMILY

Leave of absence with pay because of sickness or injury or disability in the immediate family of an employee may be granted by the Police Chief during the time reasonably necessary to care for the sick person or arrange for care of the sick person by others, but not to exceed the amount of accrued sick leave of such person. Time taken for leave of absence under the provisions of this subsection shall be deducted from the accrued sick leave of such person. For the purposes of this subsection “immediate family” means mother, step-mother, father, step-father, husband, wife, son, step-son, daughter, step-daughter, foster parent, foster child, or any person sharing the relationship of in loco parentis; and when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents. The chief’s discretionary authority under this section does not lessen any employee rights under the FMLA or CFRA.

#### 23.06 BEREAVEMENT LEAVE

Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this section, “immediate family” means mother, step-mother, father, step father, husband, wife, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents.

### **ARTICLE 24.00 WAGES & EMPLOYMENT STATUS (SEE ATTACHMENT A)**

All wages for employees covered by this Agreement shall be paid in accordance with the provisions of the attached wage schedule and progression through the steps will be in accordance with Article 24.05.

#### 24.01. WAGES SCHEDULES/HOURLY RATES

The wage schedules contained in, or attached to, this Memorandum of Understanding set forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters, such as “A” to “F”, designate the respective pay steps for each position. The rates contained in the wage schedule do not include overtime or benefits.



Whenever it is necessary to compute an hourly pay rate in order to apply any provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).

#### 24.02. SERVICE

The word “service” as used in this Memorandum of Understanding means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re-entering the service of the City shall be considered as a new employee.

#### 24.03. TYPES OF APPOINTMENT

##### a. Probationary Appointment

A probationary appointment is for a specified period of time, during which job performance is evaluated as a basis for subsequent regular appointment

##### b. Regular Appointments

A regular appointment ordinarily follows successful completion of a probationary period. “Regular” means a position that is, regardless of the number of hours worked per week, intended to be continuous and uninterrupted (except for authorized paid or unpaid leave). Positions intended to be seasonal, of a limited term, on call only, emergency, intermittent, substitute, or on any other irregular basis are not “regular.” The positions set forth in the wage schedule are all regular positions, and unless specifically stated, the pay rate is applicable to a full-time position. All positions covered by this section are half time or more.

##### c. Acting appointments

An acting appointment occurs when an employee is temporarily assigned to, and performs all the duties of, a position other than the position he/she normally occupies, or when an employee is assigned an acting appointment pending evaluation of the employee’s ability to perform the duties of the position.

##### d. Accruals for part time positions

When a position is less than full time it will be classified by a fraction. For example, “half-time” regular employment is expected to average 20 hours per week, “three-quarters” employment is expected to average 30 hours per week. Vacation accrual, sick leave accrual, Flex Plan contributions, holidays, personal holidays are paid or accrued according to these classifications. Thus, compared to a full-time employee, a half-time

employee, even if actual time occasionally exceeds or falls below 20 hours in a week, when compared to a full time employee: receives one-half the Flex Plan contribution; accrues one-half the number of hours of vacation or sick leave; and is paid for four hours on a holiday or personal holiday.

#### 24.04. BEGINNING SALARY RATES

A new employee's base pay shall be computed by using the rate shown as step "A" in the schedule allocated to the class of employment for which the employee has been hired, except that upon recommendation of the department head under whom the employee will serve and with the approval of the City Manager, such new employee may be employed at a higher step, depending upon the employee's qualifications.

#### 24.05. ADVANCEMENT WITHIN THE SCHEDULE

The following provisions govern salary advancement within the schedule:

a. Probationary advancement

Upon successful completion of probation, an employee (except an employee that was hired at the top step) will advance one step.

b. Regular Merit advancement

An employee may be considered for advancement upon completion of the minimum length of service specified for step increases. Unless specifically otherwise stated, this will be 12 months for full-time appointments and proportionately adjusted for other appointments. For instance, half-time appointments will be evaluated for regular merit adjustments every 24 months. Advancement to higher steps shall be granted only for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the position held.

c. Special Merit advancement

When an employee consistently demonstrates exceptional ability and proficiency in the performance of assigned duties, the supervising department head may recommend to the City Manager that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The City Manager may approve and effect such advancement.

d. Denial of advancement

When an employee has not been approved for advancement to the next higher wage step, such employee may be reconsidered for such advancement after the completion of three months of additional service.

#### 24.06. PROMOTION TO A NEW POSITION

When an employee is promoted to a position in a higher classification, such employee shall

be assigned to step “A” in the appropriate schedule for the higher classification. However, if such employee is already being paid at a rate equal to or higher than step “A”, he/she shall be placed in the step in the appropriate salary schedule which will grant such employee a salary increase of not less than 5%.

#### 24.07. EFFECTIVE DATE OF A PAY INCREASE

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed. All other pay rate changes, except those given a specific calendar date herein, shall become effective at the beginning of a two week pay period as approved by the City Manager.

#### 24.08 PAY INCREASE SCHEDULE

- Effective the first pay period after union ratification and Council approval of the MOU in accordance with the Brown Act, the salary ranges for all classifications in this Unit shall be increased as follows:
  - Sworn employees (Police Officer and Police Sergeant)- 3.0%
  - CSO- 1.0%
  - Records Manager- 2.0%
- Effective the first full pay period of July 2022, the salary ranges for all classifications in this Unit shall be increased as follows:
  - Sworn employees (Police Officer and Police Sergeant)- 3.0%
  - CSO- 1.0%
  - Records Manager- 2.25%
- Effective the first full pay period of July 2023, the salary ranges for all classifications in this Unit shall be increased as follows:
  - Sworn employees (Police Officer and Police Sergeant)- 3.0%
  - CSO- 1.0%
  - Records Manager- 2.25%

Additionally, upon ratification, all sworn personnel (Police Officer and Police Sergeant) shall receive a one-time market salary study increase of 1.25% effective upon ratification.

### **ARTICLE 25.00 GRIEVANCES**

#### 25.01 DEFINITION

A grievance is defined as an allegation by an employee or group of employees that the Employer has failed to provide a condition of employment, which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the

enjoyment of such right is not made subject to the discretion of the Police Chief or the Employer by the terms of this Memorandum of Understanding and, provided further, that the conditions of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

## 25.02 DEPARTMENT REVIEW AND ADJUSTMENT OF GRIEVANCES

The following is the procedure to be followed in the resolution of grievances.

25.02.01 An employee 'having a grievance shall have the right to consult with and be assisted by a representative of his own choice in this and all succeeding steps of this subparagraph 23.02 and may thereafter file a grievance in writing with his immediate supervisor. Within five actual working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his answer thereto, in writing.

If the grievance is not resolved at the first level, the employee shall have five actual working days after receipt of the answer within which to file an appeal with the Captain. The Captain shall have five actual working days in which to review and answer the grievance in writing. If the grievance is not resolved at this second level, the employee shall have five actual working days after receipt of the answer within which to file an appeal with the Police Chief. The Police Chief shall have five actual working days in which to review and answer the grievance in writing. If the grievance is not resolved at this third level, the employee shall have five actual working days from receipt of the answer within which to file an appeal with the City Manager.

25.02.02 The City Manager shall have five actual working days in which to review, and if necessary, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his representative and the City Manager, a hearing is required at this step, and the employee, and his representative, shall have the right to be present at, and participate in such hearing. The time limit at this step may be extended by mutual agreement between the City Manager and the employee or his representative. The Union may, in its own name, file a grievance alleging that the Employer has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the Police Chief or Employer. Such Union grievances shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure.

25.02.03 In the event that the grievance is not resolved at the City Manager's level, the Employee may, within ten (10) working days, request that the grievance be heard by the City Council.

## 25.03 EFFECT OF FAILURE OF TIMELY ACTION

Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Employer to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

#### 25.04 LIMITATION ON STALE GRIEVANCES

A grievance shall be void unless presented within twenty-one (21) calendar days from the day upon which the Employer has allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time at which an employee might reasonably have been expected to have learned of such alleged failure to provide. In no event shall any grievance include a claim for money relief for more than the twenty-one-day period plus such reasonable discovery period.

#### 25.05 EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS

For the purpose of this section, the provisions of Article 4.00 of this Agreement shall not be construed to limit the employee's right of selection of a representative to the extent that the agents of any other employee organization which is not party to this Agreement, are specifically excluded from so acting. In those cases in which an employee elects to represent himself or arranges for other representation, Association shall have the right to participate in the resolution procedure for the purpose of protecting the interest of its members in negotiated conditions of employment.

### **ARTICLE 26.00 DEPARTMENTAL VEHICLES AND EQUIPMENT**

26.01 Patrol Vehicles (Defined). Any motor vehicle as defined under the provisions of Sections 415 and 165 of the California Vehicle Code.

26.02 All necessary repairs and maintenance of vehicles (as defined 'in Section 25.01) shall be performed as necessary to insure the safety of the operator of the vehicle.

26.03 Under no circumstances will a Supervisor or the Department require an employee to operate an unsafe patrol vehicle or other equipment.

26.04 An employee may refuse to operate a vehicle that is unsafe. The watch commander shall determine the vehicle's condition upon an employee complaining of safety hazards. The patrol vehicle shall not be used until repaired if a determination is made of safety problems.

26.05 Routine maintenance of a patrol vehicle shall be no less than required by the manufacturer. Only high-quality parts and tires will be used on the vehicles.

26.06 Capitola Police Officers' Association may review and make recommendations on any new patrol or emergency vehicle purchased or leased by the City for use by its members prior to putting out bids for purchase purposes.

26.07 Any equipment necessary for the safety of any operator shall be provided for the departmental vehicles.

26.08 All patrol vehicles will be fitted as nearly as practical with identical controls for activating emergency lighting, siren and communication equipment. As new equipment is purchased, every effort will be made to locate the controls in the same general area in the patrol vehicle.

## **ARTICLE 27.00 RETIREMENT - PUBLIC EMPLOYEES RETIREMENT SYSTEM**

### **27.01 CLASSIC MISCELLANEOUS**

The City participates in the California Public Employees Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. City agrees to provide 2.5% at 55 Retirement Plan for Classic Miscellaneous employees in the Unit and the single-highest-year option.

Upon ratification, all Classic Miscellaneous employees shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced or increased unless negotiated by the parties in future negotiations.

### **27.02 CLASSIC SWORN**

The City participates in the California Public Employees Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. City agrees to provide 3% at 50 Retirement Plan for Classic Safety employees in the Unit.

Upon ratification, all Classic Sworn employees shall contribute 14.974% of their reportable salary to CalPERS. This contribution shall not be reduced or increased unless negotiated by the parties in future negotiations.

### **27.05 PERS CREDIT**

The City shall expeditiously implement the PERS Credit for Unused Sick Leave and employee paid Military Service Credit options.

### **27.06 PEPRA EMPLOYEES**

Public Employees' Pension Reform Act for Safety Employees hired by the City on or after January 1, 2013 and who do not qualify as Classic members as determined by CalPERS, are considered PEPRA Employees. CalPERS has by statute implement a 2.7% @ 55 pension formula, based on a three-year average compensation. Employees in this category shall pay minimum of 50% of the normal cost rate as determined by CalPERS.

Public Employees' Pension Reform Act (PEPRA) for Miscellaneous Employees hired by the City on or after January 1, 2013 and who do not qualify as Classic members as determined by CalPERS, are considered PEPRA Employees. CalPERS has by statute implemented a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

## **ARTICLE 28.00 PHYSICAL EXAMINATIONS**

City agrees to pay up to \$100 over the amount covered by the health insurance for an annual physical exam.

## **ARTICLE 29.00 FAMILY & MEDICAL LEAVE ACT OF 1993**

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993 (FMLA), and the California Family Rights Act (CFRA) as they apply to public employers.

## **ARTICLE 30.00 MISCELLANEOUS**

30.01 POA agrees to waive the Police Department's past practice of giving a 30-day notice for the current shift change.

30.02 During the term of this Agreement, each sworn employee that, in response to the Chief's directive, purchased a tape recorder before 2/15/01 will be reimbursed up to forty (\$40) of the recorder's cost. After that date the City will choose between either supplying such recorders or reimbursing the employee up to \$40 for such recorders.

## **ARTICLE 31.00 DRUG POLICY**

The City has adopted Administrative Policy Number II-6 "USE OF ALCOHOL/DRUGS DURING HOURS OF EMPLOYMENT; POSSESSION OF ALCOHOL/DRUGS IN/ON PROPERTY; ADVERSE EFFECTS OF USE OF ALCOHOL/DRUGS OUTSIDE HOURS OF EMPLOYMENT ON JOB PERFORMANCE".

## **ARTICLE 32.00 FAIR LABOR STANDARDS ACT (FLSA)**

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

### **32.01 SECTION 207(K) AGREEMENT**

- A. The City shall exercise its rights under 29 USC section 207(k) to use a 14-day work period and 86-hour threshold for FLSA overtime purposes. Accordingly, FLSA overtime shall only be paid when an employee actually works more than 86 hours in 14 days.
- B. Investigators will not receive overtime simply for working their regular schedule (4x9-hr, 1x8-hr + 4x9hr) each 14 days.
- C. Contractual overtime shall be paid for all hours worked beyond any employee's regularly scheduled hours on a daily or bi-weekly basis. So any additional hours worked in excess of 80 hours biweekly for investigators and 40 hours per week for other employees shall be paid as contractual overtime until the requirement to pay FLSA overtime applies. For example, if an employee works 80 hours of regularly-scheduled work in 14 days and 20 hours of overtime, the first 6 hours of overtime would be contractual overtime with the remaining 14 being FLSA overtime.

- D. "Hours worked" for FLSA purposes, shall include regular and holiday hours, as well as sick, vacation, or compensated leave scheduled in advance by at least ten days.
- E. For eligible employees, FLSA overtime shall include the cash-in-lieu and other required premiums in the "regular rate of pay". Contractual overtime will include all premiums used in the regular rate of pay except cash-in-lieu of medical contribution.

**ARTICLE 34.00 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 consistent with the MMBA requirement (Government Code Section 3500 and following), before amending or creating new personnel rules.

**ARTICLE 35.00 LAYOFF PROCEDURES**

Layoffs shall be governed by Personnel Rule 12, in addition, all sworn members of this unit, if being reinstated after a layoff, must be certified by a physician as able to fully perform the duties of the sworn position. The member may choose their own physician, or at the member's request the City will pay for its choice of physician. The sworn member must have a current basic POST certificate prior to reinstatement.

**ARTICLE 36.00 MILEAGE REIMBURSEMENT**

Employees required to use their personal vehicles while on City business will be reimbursed at the rate set by the Internal Revenue Service.

**ARTICLE 37.00 SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 38.00 ENACTMENT**

This Memorandum will be effective on upon ratification.



---

Pedro Zamora

---

Date

---

Brantly Sandretti

---

Date

---

Scott Newton

---

Date

---

Jamie Goldstein  
City Manager

---

Date