AGREEMENT BETWEEN

ARCATA POLICE ASSOCIATION

AND

CITY OF ARCATA

JULY 1, 2024 TO JUNE 30, 2027

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF ARCATA, hereinafter referred to as the City, and the ARCATA POLICE 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.

ARTICLE 1 GENERAL

SECTION 1.1 RECOGNITION

The City hereby recognizes the Arcata Police Association bargaining unit consisting of the classes of Police Sergeant, Police Officer, Dispatch Supervisor, Senior Dispatcher, Dispatcher, Evidence Technician I/II, Lead Parking Officer, Police Service Officer, and Police Services Assistant, as the exclusive bargaining agent for those employees represented by the Association 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. (Updated 2019-2021)

SECTION 1.2 SOLE AGREEMENT

1.2.1 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.

1.2.2 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. Any such changes validly made shall become a part of this Agreement and subject to its terms.

1.2.3 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 1.3 TERM

1.3.1 This Agreement shall become effective upon adoption by the Arcata City Council and shall remain in full force and effect until 11:59 p.m. on June 30, ~~2024~~ **2027**.

1.3.2 If the parties fail to negotiate a new Agreement by the expiration date of the Agreement, the Agreement shall remain in effect unless the parties mutually agree in writing to terminate the Agreement.

SECTION 1.4 SAVINGS CLAUSE

1.4.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 1.5 STRIKE AND LOCKOUTS

1.5.1 For the duration of this Agreement, the Association and its represented employees agree that it shall not call, sanction, or engage in any strike, slowdown, suspension, or stoppage of work activity, or any other activity detrimental to the City, and the City agrees that it shall not cause or engage in any lockout.

SECTION 1.6 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

1.6.1 The City and the Association agree not to discriminate against any employee for race, religion, color, religious creed, sex (includes gender, pregnancy, childbirth, and medical conditions related to pregnancy or childbirth, breastfeeding or medical conditions related to breastfeeding), sexual orientation, gender, gender identity and gender expression, age (with respect to persons over the age of 40), ancestry, national origin, physical disability, mental disability, medical condition, marital status, military and veteran status, or genetic information. The City and Association agree that no employee shall be discriminated against on the basis of membership or non-membership in the Association, or any lawful Association activity. This provision shall also apply to all aspects of employment including hiring, promotion, transfer, demotion, layoff, termination, rates of pay and other forms of compensation, training, hours of work or other terms and privileges of employment. The City and Association agree to adhere to City policies pertaining to equal employment opportunity and anti-discrimination/harassment.

SECTION 1.7 AMERICANS WITH DISABILITIES ACT ACCOMMODATIONS

1.7.1 The Association recognizes that under the Americans with Disabilities Act (ADA) the City has the legal obligation to provide reasonable accommodation to City employees with a disability. This shall include the City meeting with the individual employee to be accommodated in order to determine what accommodation in wages, hours, or other terms and conditions of employment are necessary, if any. The Association recognizes such accommodations must be determined on an individual, case-by-case basis, and provisions of the MOU may be modified by the City when necessary for the City to meet its obligations under ADA. In those instances, the City will provide the Association with written notice of any proposed modification or accommodation as it applies to provisions of the MOU it determines necessary in order to comply with the ADA and provide the Association the opportunity to meet and discuss the matter. Any accommodation provided to an individual employee protected by the ADA shall not establish a past practice, nor shall it be cited to use as evidence of a past practice in the grievance procedure. Nothing, however, in this provision shall preclude the Association from utilizing the established grievance procedure, or any other means available by law, to dispute the interpretation, application or enforcement of this provision. (Added 2019-2021)

SECTION 1.8 CLASSIFICATIONS ALLOCATED LESS THAN FULL-TIME

1.8.1 Represented classifications allocated by Council less than full-time (i.e., .75 FTE, .80 FTE), shall receive applicable salaries, benefits, pays, etc. as a pro rata share proportionate to a full-time equivalent. (Added 2011-2013)

1.8.2 Represented classifications allocated less than full-time shall only be eligible for those salaries, benefits, pay, etc., that do not specifically restrict eligibility to full-time employees, and for which establishing or changing eligibility requirements are outside the City's control. (Added 2011-2013)

1.8.3 Pursuant to FLSA and City policy, overtime is calculated as hours worked over a forty (40) hour work period. (Added 2011-2013)

SECTION 1.9 CLASSIFICATION AND SALARY STUDY

1.9.1 **The City agrees to conduct a classification study on the position of Evidence/Property Technician I/II to determine if it is correctly classified for the incumbent's essential job functions, and if the salary range is commiserate with the duties of the position. City Human Resources will complete the classification study within four months of the position description questionnaire and supervisor position description being returned to HR and the adoption of the successor MOU by the City Council. City Human Resources will discuss the results of the study with the Arcata Police Association once completed. Any changes to the classification must be approved by the City Manager. Any changes to salary must be approved by the City Council.**

ARTICLE 2 CITY RIGHTS

SECTION 2.1 CITY RIGHTS

2.1.1 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) To schedule working hours and assign work

(d) To establish, modify, or change work schedules or standards.

(e) To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.

(f) To determine the location of all facilities.

(g) To determine the layout and the machinery, equipment, or materials to be used.

(h) To determine processes, techniques, methods, and means of all operations, including changes or adjustments of any machinery or equipment.

(i) To determine the size and composition of the working force.

(j) To determine policy and procedures affecting the selection or training of employees.

(k) 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.

(l) To control and determine the use and location of City's property, material, machinery, or equipment.

(m) To schedule the operation of and to determine the number and duration of shifts.

(n) To determine safety, health, and property protection measures.

(o) To transfer work from one job to another or from one unit to another.

(p) To introduce new, improved, or different methods of operations or to change existing methods.

(q) To lay off employees from duty for reasons of economy or because the need for a position no longer exists.

(r) To reprimand, suspend, discharge, or otherwise discipline employees.

(s) To establish, modify, determine, or eliminate job classifications.

(t) To promulgate, modify, and enforce work and safety rules and regulations that do not contradict a specific provision of this Agreement.

(u) 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.

(v) To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

ARTICLE 3 ASSOCIATION RIGHTS

SECTION 3.1 ASSOCIATION DUES

3.1.1 (a) The City agrees to establish biweekly payroll deduction for all members of the Association for the normal and regular monthly membership dues and assessments, in accordance with the procedures set forth herein and to the extent permitted by law.

(b) Dues paying Association members shall be eligible to have dues deducted by filling out, signing, and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and the amount of dues to be deducted. The City shall not request that the Association provide a copy of a represented member's authorization forms unless a dispute arises about the existence or terms of the authorization.

(c) The City will remit via Electronic Funds Transfer (EFT) the total sum of deductions on a bi-weekly basis. It is the Association's responsibility to notify the City if it changes bank accounts.

(d) The City shall begin or cancel an Association member's dues deduction at the beginning of the first pay period following notification by the Association. The Association is responsible for providing the City with timely information regarding changes to member dues and any other lawful Association-related payroll deduction. The Association agrees to refund to the City any amounts paid to it in error.

(e) As required the City shall direct represented members to the Association for any questions or concerns related to membership dues or other mutually agreed upon payroll deductions, to the extent permitted by law.

(f) If an employee does not have sufficient funds to provide for the payment of Association dues or deductions after all other authorized or mandatory deductions or garnishments have been made no such sums shall be deducted. In such a case the City will not be responsible for

remitting such payment to the Association, and the Association will be responsible for settling any outstanding debt with the employee.

(g) If any provision of this Article is invalid under Federal or State law said provision shall be modified to comply with the requirement of law.

(h) The Association shall indemnify, defend, and hold harmless the City, and any and all of its boards (including the council, boards, commissions, Committees, and task forces), officials, employees, and agents (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Section, including, but not limited to, any claims made by any employee of a represented classification for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any employee of a represented classification for any deduction cancellation or modification the City made in reliance on the information provided by the Association. (Amended 2019-2021)

SECTION 3.2 ASSOCIATION REPRESENTATIVES

3.2.1 Association Representatives:

(a) The City recognizes that the Association has established three (3) representatives, which consist of career City employees who are represented by the Association, to handle grievances pertaining to this Agreement. A current list of representatives shall be made available to the City Manager, together with any changes thereto. Further, the Association shall provide the Police Department a current list of representatives to be posted.

(b) Representatives shall be designated in accordance with areas mutually agreed upon by the Association and the City. Police Sergeants may be designated as representatives.

(c) The representatives' duties shall be as follows: To investigate and discuss a grievance with an employee within their area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, the representatives may assist the employee in presenting the grievance at the appropriate step of the procedure.

(d) A representative may be, if requested, in attendance at any meeting where disciplinary action is being presented to any represented employee.

(e) It is agreed that each representative shall spend no more than three (3) working hours per month in the performance of their duties as outlined in this Section, provided that such representatives gave management reasonable advance notice and receive approval contingent upon operational needs.

SECTION 3.3 ASSOCIATION TIME BANK

3.3.1 Association members may voluntarily donate accrued vacation, floating holiday, or compensatory time off to an Association Time Bank for use by Association representatives for Association business. Requests and approval to use the time bank shall be on the same basis as compensatory time off (CTO), Section 7.4.

ARTICLE 4 CONTRACT GRIEVANCES

SECTION 4.1 PURPOSE

4.1.1 This contract grievance procedure shall be used to process and resolve complaints arising under this Agreement.

4.1.2 The purposes of this procedure are:

(a) To resolve contract grievances informally at the lowest level possible; and

(b) To provide an orderly procedure for reviewing and resolving contract grievances promptly.

SECTION 4.2 DEFINITIONS

4.2.1 (a) A contract grievance is a good faith dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this Agreement.

(b) The term "grievant" means a represented employee of the Association or the Association in representing the employee.

(c) The term "working day" means a day in which City Hall is normally open for business.

(d) The employee retains all rights conferred by Section 3500 et seq., of the Government Code of Personnel Rules and Regulations of the city unless waived by such employee.

SECTION 4.3 GRIEVANCE PROCEDURE

4.3.1 All parties agree that initial attempts to resolve a contract grievance will be done informally and at the lowest level possible. However, should the grievance remain unresolved, the following formal grievance procedure shall be followed:

4.3.2 STEP 1:

(a) The grievant shall submit a Grievance Statement form to the Police Lieutenant or Police Business Manager.

(b) Within five (5) working days thereafter, the designated Police Lieutenant or Police Business Manager, either alone or together with their superiors, reach a decision and communicate it to the employee, in writing.

4.3.3 STEP 2:

(a) If the grievance is not settled at the first step, the grievant may submit the original complaint and the decision of the Police Lieutenant or Police Business Manager to the Chief of Police.

(b) The Chief of Police shall notify the grievant of their decision in writing within five (5) working days after receipt of this grievance.

4.3.4 STEP 3:

(a) If the grievance is not settled at the second step, the grievant may submit the original complaint and the previous decisions to the City Manager.

(b) The City Manager will, within a period of ten (10) working days of receipt of the grievance, notify the grievant of their decision in writing.

4.3.5 STEP 4:

(a) Should the grievance remain unresolved after the City Manager's response the Association may appeal the grievance to arbitration within ten (10) working days of the City Manager's decision. Such appeal shall be in writing to the Personnel Director and signed by an Association Officer.

(b) (1) An arbitrator may be selected by mutual agreement between the Association and the City.

(2) Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

(3) It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the Association and the City.

(4) The fees of the arbitrator and the court reporter, if used, will be borne equally by the Association and the City.

(5) The Association President and/or representative shall have the authority to resolve contract grievances for the Association.

SECTION 4.4 OTHER PROVISIONS

4.4.1 The time limits specified in these rules may be extended by either party for a period not to exceed fourteen (14) calendar days, unless further extension is agreed to by mutual consent.

4.4.2 An employee should attempt to resolve any contract problems through informal discussion with the appropriate supervisor before filing a grievance. If, however, a resolution is not achieved, the employee or Association may file a grievance.

4.4.3 The grievant may request the assistance of another person of their own choosing in preparing or presenting a contract grievance at any level of review.

4.4.4 The grievant and representative may be privileged to use a reasonable amount of work time, with the consent of the City Manager, in preparing and presenting a grievance.

4.4.5 The grievance is considered settled if the decision at any level is not appealed within the stated time limit and the grievant shall forfeit all rights to the further application of the grievance procedure.

4.4.6 Extension or contraction of any time limit, by mutual written agreement between the grievant and the appropriate supervisor/manager at each level, is permissible.

4.4.7 In the event the appropriate supervisor/manager at a particular grievance step fails to respond within the time limits, the grievant may appeal to the next step in the procedure.

4.4.8 Employees shall be treated fairly at all times and shall be assured freedom from reprisal for using the grievance procedures.

4.4.9 The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

4.4.10 No probationary employee may use the grievance procedure in any way to appeal discharge.

4.4.11 No employee shall use the grievance procedure to appeal any exercise of management right by the City.

ARTICLE 5 EMPLOYEE RIGHTS

SECTION 5.1 NON-CONTRACT GRIEVANCES AND DISCIPLINE-RELATED APPEALS

5.1.1 Grievances arising outside the scope of this Agreement and disciplinary appeals shall be processed pursuant to the City of Arcata Personnel Rules.

5.1.2 Notwithstanding and in addition to those rules, the parties agree that a mediation step may be exercised by the employee between the City Manager and Personnel Board step.

(a) Within seven (7) calendar days of the City Manager's decision (including completed Skelly hearing, if applicable), and prior to the commencement of an appeal to the Personnel Board, an employee may request to have the service of a mediator engaged. That person shall be acceptable to the employee and the City. Within thirty (30) days of receipt of such request, such person shall begin to conduct the mediation to facilitate an agreement between the two (2) parties. If no such agreement can be reached within sixty (60) days from the beginning of mediation, the mediator will so inform both parties. Any cost associated with these proceedings shall be borne equally by the City and the Association. (Amended 2019-2021)

SECTION 5.2 INTERNAL INVESTIGATIONS PROCEDURES FOR NON-SWORN

5.2.1 The City and the Association agree that this section, all-inclusive, will expire at the close of this MOU term at midnight on 06/30/2024, and that any subsequent inclusion in the MOU will be subject to negotiation.

5.2.2 The following procedures shall apply to all non-probationary, non-sworn represented employees of the Arcata Police Department regarding any internal investigation conducted by the Police Department. These procedures do not replace or take precedence over any City of Arcata Personnel Rules and Regulations or Department policy and are limited to internal investigations.

5.2.3 For any non-probationary represented non-sworn employee who is the subject of an investigation that may lead to adverse action, the following shall apply. For the purposes of this Section, adverse action means any action that may lead to dismissal, demotion, suspension, reduction in salary, or transfer for purposes of discipline.

(a) The interview shall be conducted at a reasonable hour, preferably at a time when the subject employee is on duty, unless the seriousness of the investigation requires otherwise. If the interview occurs during the employee's off-duty time the employee shall be compensated for off-duty time pursuant to Section 7.3.4 of this agreement.

(b) The subject employee of the investigation shall be advised in writing of the nature of the allegations involved in the investigation at least seventy-two (72) hours prior to any

interview. The 72-hour minimum notification period can be waived at the discretion of the Chief of Police should there be an exigency that requires an interview within the first 72 hours of notification. The written notification shall also inform the subject employee of who will be conducting the questioning and who, if anyone, will be assisting the lead investigator. At no time shall more than two (2) investigators be present at the time of questioning.

(c) No promise of leniency or threat of punishment may be made to the subject of the investigation as an inducement to answering questions. The subject of the investigation may be advised that a failure to answer questions can lead to disciplinary action.

(d) The subject interview may be recorded by either or both parties. If the employee has been previously questioned a recording of that questioning shall be provided to the employee prior to additional questioning. Upon conclusion and based on the findings of the investigation, should the City intend to take adverse disciplinary action towards the subject employee, the City shall provide a copy of all materials on which the proposed discipline is based with the written Notice of Intent to Discipline.

(e) If prior to or during the questioning of the employee it is deemed that the employee may be charged with a criminal offense the employee shall be immediately informed of their constitutional rights (Lybarger admonishment).

(f) The subject employee has the right to have a representative of the employee's choosing present during any questioning or any other part of the investigative process up to and including any statement of findings in that investigation. The subject interview or any other part of the investigative process shall not be required to be postponed when a specific representative requested by the employee is not available but another representative can be made available in a timelier fashion. At the employee's request the representative shall have the same access to documents, recording, photographs, evidence, and other items germane to the investigation that the employee has access to.

(g) No documents adverse to any employee's interests may be included in their personnel file unless they have had the opportunity to review such documents.

(h) If an employee is called for questioning as a witness in, and is not considered a subject of, an internal investigation it is not required that the employee be allowed to have a representative present for the questioning. However, the Department will make a good faith effort to do so when the witness employee requests and it does not unreasonably protract the interview from being conducted. The witness interview shall not be required to be postponed when a specific representative requested by the employee is not available but another representative can be made available in a timelier fashion. The representative may not also be the representative of any other people involved in the investigation.

(i) As provided in California Labor Code section 1198.5, upon written request any employee or representative of the employee has the right to inspect and receive a copy of the employee's personnel file within a reasonable period of time after a request by the employee. (Added 2019-2021)

ARTICLE 6 HOURS OF WORK

SECTION 6.1 WORK PERIOD

6.1.1 As authorized under the FLSA 7(k) exemption, for Police Sergeants and Police Officers assigned to patrol shift, 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. (Updated 2019-2021)

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:

(a) 5-8 Plan – Five (5) consecutive days of eight (8) hour shifts followed by two consecutive days off.

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

(c) 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.

(d) (1) Scheduling adjustments to an employee's days off schedule to accommodate their attendance at an external training session.

(2) Scheduling adjustments to accommodate extended special investigations or court assignments more than one (1) week in length.

(3) Police Officers assigned to a relief shift shall be scheduled to work eighty (80) hours in a pay period but may or may not work successive days and/or enjoy successive days off.

(4) If at any time Department staffing drops below a sufficient level of non-grant funded Police Officers (including trainees), the City shall have the option of immediately discontinuing the 4-10 and/or the 3-12 schedules until such time as staffing rises to a sufficient level of Police Officers.

(5) Employees may be scheduled/allowed to work two eight-hour shifts in one day as long as there are eight hours between the shifts.

6.1.2 As authorized under the FLSA 7(k) exemption, for officers assigned to Park Ranger, School Resource Officer, Drug Task Force, Investigations, or other special services duty, 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. Officers in these assignments are considered

non-shift employees who shall work a flexible schedule within the normal work period of eighty (80) hours worked within fourteen (14) consecutive days. (Updated 2019-2021)

6.1.3 For represented Dispatch employees, the normal work period shall consist of forty (40) hours worked within seven (7) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. the following Saturday. Scheduling adjustments may be made to allow employees to work a flexible schedule to meet departmental needs and/or personal wishes within the normal work period. For a shift that begins on one day and ends on the following day, the "work day" shall be the day the shift began.

6.1.4 Shift change may require an employee to work more than five (5) consecutive days because of changes in scheduled days off.

6.1.5 For represented non-sworn, non-shift employees, the normal work period shall consist of forty (40) hours worked within seven (7) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. the following Saturday. In this work period, the normal schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. Scheduling adjustments may be made to allow employees to work a flexible schedule to meet departmental needs and/or personal wishes within the normal work period.

6.1.6 No employee shall be directed to take time off from regularly scheduled work in order to avoid being paid overtime.

SECTION 6.2 SHIFT TRADING

6.2.1 Employees may trade shifts if:

(a) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer;

(b) The reason for trading time is due, not to the employer's business operations, but to the employee's desire or need to attend to a personal matter;

(c) The shift supervisor approves; and/or

(d) The period during which time is traded and paid back does not exceed twelve (12) months.

SECTION 6.3 BACK-TO-BACK SHIFTS

6.3.1 When employees who are assigned to a 5/8 schedule, because of a regular shift change, are scheduled to work back to back shifts, such employees shall be required to work twelve (12) hours and shall receive sixteen (16) hours pay. (Amended, renamed 2019-2021)

SECTION 6.4 SHIFT CHANGE NOTIFICATION

6.4.1 Except for employees assigned to relief shift employees shall be given at least five (5) workdays notice prior to a change in their assigned hours of work. The notice requirement shall not apply to emergency assignments and it shall not apply to changes as a result of absences by other employees. If an employee's shift or day off is changed without the above notification they shall receive overtime compensation for all hours worked on the first day of the new shift. (Renamed 2019-2021)

ARTICLE 7 OVERTIME

SECTION 7.1 OVERTIME DEFINITION

7.1.1 Overtime is hours actually worked in excess of eighty (80) hours within a pay period of fourteen (14) consecutive days for sworn represented employees and forty (40) hours within seven (7) consecutive days for all other job classes represented by the Association.

7.1.2 Notwithstanding the above, overtime shall also be paid for those special situations defined Section 7.3.3.

7.1.3 In addition, overtime shall be hours worked in excess of the following for all represented employees:

(a) Eight (8) hours for employees assigned to an eight (8) hour shift.

(b) Ten (10) hours for employees assigned to a ten (10) hour shift.

(c) Twelve (12) hours for employees assigned to a twelve (12) hour shift.

SECTION 7.2 RATE OF OVERTIME

7.2.1 Unless otherwise specified in Section 7.3 overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base 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.

7.2.2 For all represented employees, for the purpose of overtime calculations, the regular rate of pay will include incentive pay, longevity pay, special assignment pay, or Canine Officer pay, as applicable. (Amended 2019-2021)

SECTION 7.3 OVERTIME CATEGORIES

7.3.1 General provisions applicable to court time:

(a) The term "court time" shall include lunch time if lunch time is contiguous to morning and afternoon court appearance.

(b) Off duty, or contiguous (adjacent) duty subpoenas must be "responded to, or complied with" in order to receive T-1/2 pay or other minimum pay premiums. All other subpoenas will be considered as "stand by time" and compensated according to the chart below. Sufficient "response or compliance" is demonstrated by a physical appearance at court, or a verbal appearance by telephone.

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

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

7.3.3 Overtime for the following special situations will be paid as specified below. To further clarify, overtime as defined below applies even if the employee has not met the overtime definition provided in Section 7.1 for the overall work period.

7.3.4 REQUIRED TRAINING, MEETINGS AND COURT TIME

OUTSIDE OF BUT NOT ADJACENT TO NORMAL DUTY HOURS: • An employee assigned to the graveyard shift who is required to return to work one (1) hour or more after said shift ends.	4 hr. minimum @ T-1/2
ADJACENT TO NORMAL DUTY HOURS: • An employee who is required to stay at work past the time their scheduled shift ends.	Actual time @ T-1/2
OTHER REQUIRED TRAINING, MEETINGS, AND COURT TIME: • On a regularly scheduled day off, or if an in person court appearance scheduled on a regularly scheduled day off is canceled without notice to the officer prior to 5:00 p.m. the preceding day. (Officer is responsible for contacting Police Department or subpoenaing party as close as possible to 5:00 p.m. of preceding day.)	4 hr. minimum @ T-1/2

7.3.5 OTHER TRAINING OR MEETINGS

• When not assigned (pre-approval by Chief of Police required)	Actual time @ straight time
• Optional department meeting. Maximum of two such meetings per fiscal year	Actual time @ straight time
• K-9 Training	2 hr. minimum @ T-1/2

(Amended 2019-2021)

7.3.6 STANDBY

STANDBY FOR ANY ASSIGNMENT OTHER THAN COURT: • Employee is required to provide a telephone number where he/she can be reached immediately. The employee must be fit for duty and ready to respond directly to the police department or other location as directed.	Actual time @ straight time
EMPLOYEE CANCELED FROM STANDBY STATUS: • If not canceled within 8 hours of their standby time.	3 hr. minimum @ straight time

7.3.7 STANDBY FOR COURT TIME

• Officers will receive standby time during off duty hours for a possible court appearance, when required by the prosecuting attorney or other legal process.	Actual time @ straight time

7.3.8 OTHER COURT TIME

• An Officer appearing in court on a regular workday where such employee is not assigned to work day shift, unless the Officer was notified that court was canceled at least three hours prior to the scheduled appearance	4 hr. minimum @ T-1/2
EXCEPTIONS:	

• (a) Officer assigned to swing shift who is subpoenaed for afternoon court.	1½ hr. minimum @ T-1/2
• (b) Court appearance for employees assigned to graveyard shift and when court is not cancelled by 5:00 p.m. on the day prior to the court appearance for such employees.	4 hr. minimum @ T-1/2

7.3.9 CALL BACK

• Called into work on scheduled time off	4 hr. minimum @ T-1/2

7.3.10 DOUBLE BACK (TWO SHIFTS SEPARATED BY 8 OR LESS HOURS OF REST)

DOUBLE BACK: • Bonus pay will not apply if the double back scheduling is due to shift swap or stress days.	1 hour @ straight time for each shift worked.
THIRD CONSECUTIVE DOUBLE BACK SHIFT: • Bonus pay will not apply if the double back scheduling is due to shift swap or stress days.	Actual time @ T-1/2. Premium portion only (1/2 time) CTO or pay.
THIRD CONSECUTIVE DOUBLE BACK IF ALREADY OVERTIME: • Bonus pay will not apply if the double back scheduling is due to shift swap or stress days.	Actual time @ T-2 (double time)

(Amended 2019-2021)

7.3.11 OTHER

• Meetings with Civil Attorneys	Actual time @ T-1/2

• Instructors who provide in-house training	Actual time @ T-1/2
• Special Events	4 hr. minimum if not adjacent @ T-1/2

7.3.12 SUBPOENAS RESPONDED TO VIA TELEPHONE OR VIDEO CONFERENCING (amended 2021-2024)

• Outside of but not adjacent to normal duty hours. An employee required to respond to a telephone subpoena one (1) hour or more before or after a shift.	2 hr. minimum @ T-1/2
• Outside of but not adjacent to normal duty hours. An employee required to respond to a subpoena via video teleconferencing one (1) hour or more before or after a shift.	3 hr. minimum @ T-1/2
EXCEPTIONS:	
• (a) If a telephone subpoena, appearance scheduled on a regularly scheduled day off is canceled without notice to the officer prior to 5:00 p.m. the preceding day. (Officer is responsible for contacting Police Department or subpoenaing party as close to 5:00 p.m. of preceding day.)	2 hr. minimum @ T-1/2
• (b) If a video teleconferencing, subpoena appearance scheduled on a regularly scheduled day off is canceled without notice to the officer prior to 5:00 p.m. the preceding day. (Officer is responsible for contacting Police Department or subpoenaing party as close to 5:00 p.m. of preceding day.)	3 hr. minimum @ T-1/2

(Amended 2021-2024)

SECTION 7.4 COMPENSATORY TIME OFF (CTO)

7.4.1 All non-sworn represented employees will be allowed to accumulate up to two hundred forty (240) hours of compensatory time off. All sworn represented employees will be allowed to accumulate three hundred (300) hours of compensatory time off. Any employee who exceeds the CTO cap will automatically receive payment of any overage on the next regular payday.

7.4.2 An employee who has accrued compensatory time off shall be permitted by their 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 designee. Compensatory time off shall be taken in quarter-hour increments.

7.4.3 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.

7.4.4 An employee may cash out up to forty (40) hours of compensatory time off each fiscal year. An employee may cash out up to twice (2x) per fiscal year, so long as the combined total hours cashed out for the fiscal year does not exceed 40 hours. Requests must be made at least one (1) week prior to the payday for which the cash out is requested.

7.4.5 Employees who have been in a represented position for more than five (5) years may cash out an additional forty (40) hours of compensatory time off once each fiscal year. The request for such cash out must be made at least one week prior to the payday on which cash out is to take place.

7.4.6 Represented sworn employees assigned to Investigations or Drug Task Force may cash out an additional forty (40) hours of compensatory time off once each fiscal year. The employee must have received special assignment pay for Investigations or Drug Task Force, as defined in Section 8.3, within the fiscal year in which the cash out is requested. The request for such cash out must be made at least one week prior to the payday on which the cash out is to take place. (Renamed 2019-2021)

ARTICLE 8 SALARIES AND OTHER COMPENSATION

SECTION 8.1 SALARIES

8.1.1 (a) Effective **the first full pay period after** ~~with the~~ adoption of this MOU by the City Council represented employees shall receive a ~~four~~ **five** percent (4 **5**.0%) base salary increase.

(b) ~~The 4% increase will be retroactive to the beginning of the pay period that included 07/01/2021. Represented employees will receive a one-time payment of the difference between the employee's current salary rate (at the time of agreement) and their new salary rate (with 4% increase). This retroactive calculation shall also be inclusive of all salary-based pay such as overtime, straight time, and CTO/vacation cash-outs occurring in the retroactive period(s).~~

~~Any retroactive pay will only apply to those employees employed at the time of the payment. Those employed during the period the retroactive pay covers but no longer employed at the time of the payment are not eligible.~~

8.1.2 ~~American Rescue Plan Act (ARPA) premium pay for qualifying essential workers* of $1.00 per hour for eligible hours worked for the pay periods covering 02/23/20 through 6/13/21, This payment shall be paid the first full pay period following Council adoption of the successor MOU. This benefit will be payable as a one-time payment. It will only be applicable to those employees actively employed at the time the payment is being processed. Eligible hours shall be those actually worked and worked onsite; and does not include hours such as paid or unpaid time off (i.e. personal leave banks, COVID leave time, work injury, unpaid time, jury duty, etc.); telework hours, or overtime hours paid but not actually worked. Additionally, it has been agreed Court time will also not be included due to the inconsistency of employees recording the time appeared as "actual hours worked" versus the minimum court time paid as allowed by the MOU. APA and the City agree that final eligibility for this pay will be determined by criteria defined under ARPA to ensure full payment of this benefit is funded by the ARPA funds received by the City.~~

~~*ARPA Interim Guidance rules issued on May 17, 2021, defines essential work for the purposes of this premium pay to be work involving regular in-person interactions. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework.~~

8.1.3 Effective the pay period that includes July 1, ~~2022~~ **2025**, represented employees shall receive a ~~four~~ **three** percent (4 **3**%) base salary increase.

8.1.4 Effective the pay period that includes July 1, ~~2023~~ **2026**, represented employees shall receive a ~~four~~ **three** percent (4 **3**%) base salary increase.

SECTION 8.2 PAY LEVELS

8.2.1 Application of Pay Levels: Employees occupying a position in the competitive service shall be paid a salary or wage rate established for that position or the class within which the position is included. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. However, the City Manager may, when circumstances warrant it, authorize original appointment above the minimum step, but not higher than the third step, except with concurrence of the City Council.

8.2.2 Advancement of Pay Level: No advancement of pay level shall be made above the highest step established in the pay plan for the advanced employee's class or position except in accordance with an approved incentive pay plan. Advancements from step to step within a salary or wage range shall not be automatic, but shall be based upon merit as exemplified by recommendations

of supervisors and department heads, performance evaluations, special training undertaken, or other pertinent evidence.

8.2.3 (a) Every new employee entering the competitive service at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six (6) months of satisfactory service, and the anniversary date for merit increase consideration shall be adjusted to the effective date of this initial merit increase.

(b) A new employee entering the competitive service at a step higher than the first step of a salary range shall be eligible for consideration for advancement to the next step in the salary range upon completion of twelve (12) months of satisfactory service.

(c) Upon receiving permanent status in the competitive service, every employee shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one (1) year and satisfactory standards of performance have been met. At any time, in the event of clearly exceptional performance and upon the written recommendation of the department head, the City Manager may grant an employee an extra merit advancement. (Amended 2008-2011)

8.2.4 The department head shall recommend to the City Manager that merit advancements be either approved or disapproved. Upon determination by the City Manager, the employee shall be notified of the approval or disapproval of a merit increase. Failure to receive a merit increase as herein provided is not disciplinary action and shall not preclude any employee from thereafter receiving such increase upon improvement in his work and a recommendation by the department head.

8.2.5 At the time an employee is promoted from one class to a higher class in the competitive service within the same career pattern, the employee shall receive not less than the equivalent of one step (five percent) advancement in pay level, not to exceed the maximum step established for the higher class. The employee's anniversary date for merit advancement consideration shall be adjusted to the effective date of the promotion.

8.2.6 Effective the pay period that includes July 1, 2022, the City shall implement a Step 5A salary step for all represented classifications, that is two and one-half percent (2.5%) higher than Step 5 for each classification.

Employees who have been at Step 5 for more than 12 months at the time of implementation; who have received an overall “meets standard” or above on their last employee performance evaluation; and have no current performance improvement plan or discipline action being investigated or imposed, shall be advanced to Step 5A. For those employees who have been at Step 5 for less than 12 months, they will be eligible for consideration of a merit increase to Step 5A at their regularly scheduled annual performance evaluation.

8.2.7 Effective the pay period that includes July 1, 2023, the City shall implement a Step 6 salary step for all represented classifications, that is five percent (5%) higher than Step 5 for each classification. Eligibility for Step 6 shall apply with the employee’s regular evaluation period following July 1, 2023

SECTION 8.3 SPECIAL ASSIGNMENT PAY

8.3.1 (a) Humboldt County Drug Task Force:

Employee(s) assigned to the Humboldt County Drug Task Force will receive additional compensation of five percent (5%) increase of base salary for the time worked in such assignment.

In accordance with CalPERS, Humboldt County Drug Task Force Pay is reportable as special compensation for both Classic and PEPRA members; and will be reported as "Narcotic Division Premium". (added 2021-2024)

(b) Investigation(s):

Employee(s) assigned to Investigations will receive additional compensation of five percent (5%) increase of base salary while assigned to the Investigations unit. (Amended 2019-2021)

In accordance with CalPERS, Investigations Pay is reportable as special compensation for both Classic and PEPRA members; and will be reported as "Detective Division Premium". (added 2021-2024)

c) **Arcata Community Outreach Team (ACOT) or a similar community policing specialty:**

Employee(s) assigned to ACOT will receive additional compensation of two and a half percent (2.5%) increase of base salary while assigned to ACOT.

Employees serving in multiple specialty positions will only receive the highest of the specialty pay they are eligible to receive. They will not receive more than one specialty pay. (added 2024-2027)

SECTION 8.4 P.O.S.T. PROFESSIONAL CERTIFICATE PAY

8.4.1 All additional compensation detailed in this Section shall be effective no earlier than the date the employee submits all necessary paperwork to the department, and said paperwork is complete and ready for submission to POST.

8.4.2 Sworn represented employees shall receive additional compensation of six percent (6%) of base pay upon determination of eligibility by the department for a POST Intermediate Certificate and another six percent (6%) of base salary (for a total of 12%) upon determination of eligibility by the department for a POST Advanced Certificate. In accordance with CalPERS, POST Certificate Pay is reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

8.4.3 Sworn represented employees shall receive an additional one hundred fifty dollars ($150) per month for a POST Supervisory Certificate, upon determination of eligibility by the department. In accordance with CalPERS, POST Certificate Pay is reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

8.4.4 (a) (1) Dispatcher, Senior Dispatcher, and Dispatch Supervisor classifications shall receive additional compensation of five percent (5%) of base pay upon determination of eligibility by the department for a POST Public Safety Dispatcher Intermediate Certificate and another two and one-half percent (2.5%) of base pay (for a total of 7.5%) upon determination of eligibility by the department for a POST Public Safety Dispatcher Advanced Certificate. (Amended 2021-2024) (Section (a)(1) becomes obsolete 7/1/24, removed for next MOU)

(2) Effective the pay period that includes 07/01/2023 Dispatcher, Senior Dispatcher, and Dispatch Supervisor classifications shall receive compensation of five percent (5%) of base pay, upon determination of eligibility by the department for a POST Public Safety Dispatcher Intermediate Certificate, and another four percent (4%) of base pay (for a total of 9%) upon determination of eligibility by the department for a POST Public Safety Dispatcher Advanced Certificate. (Amended 2021-2024)

8.4.5 The Dispatch Supervisor classification shall receive an additional one hundred fifty dollars ($150) per month for a POST Dispatcher Supervisor Certificate, upon determination of eligibility by the department.

SECTION 8.5 BILINGUAL PAY

8.5.1 Upon the determination of the Chief of Police and the City Manager that a represented employee is bi-lingual such employee shall receive additional compensation of 2.5% of base salary.

SECTION 8.6 LONGEVITY PAY

8.6.1 Represented employees shall receive an additional five percent (5%) of base salary after five (5) years of continuous employment with the City of Arcata. Furthermore, represented employees shall receive an additional two and one-half percent (2.5%) of base salary after ten (10) years of continuous employment with the City of Arcata. Represented employees shall receive an additional fifty ($50) dollars per month after fifteen (15) years of continuous employment with the City of Arcata. **Represented employees shall receive an additional fifty dollars ($50) per month after 20 years of continuous employment with the City of Arcata.** (Amended 2024-2027)

In accordance with CalPERS, Longevity Pay is reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

8.6.2 Effective July 1, 2019, for the purposes of determining longevity pay, former represented employees who return with less than one (1) year of separation will be reinstated at their longevity pay rate at the time of separation. For the purposes of this Section, one (1) year shall mean from the date of separation to the date of the City's offer of (re)employment. The time between separation from and return to City service will not be included in calculating years of continuous employment. Future longevity incentives will be made based on the employee's total years of service in a represented position, both before and after the period of separation. (Added 2019-2021)

SECTION 8.7 FIELD & COMMUNICATIONS TRAINING OFFICER PAY

8.7.1 Represented sworn members assigned as Field Training Officers, and Dispatchers in all classifications assigned as Communications Training Officers, while training other employees, shall receive fifteen (15) minutes of straight time pay or straight time CTO for each two (2) hours of such training. (Amended 2019-2021)

8.7.2 An employee must work at least two (2) hours in a role defined in this Section to be eligible to receive bonus pay. Bonus pay is paid in increments of 2 hours.

8.7.3 **Represented sworn members assigned as full-time Field Training Officers (FTO) shall receive differential pay of two and one half (2.5%) percent of base salary for actual hours worked while holding the title of FTO. (added 2024)**

SECTION 8.8 ACTING WATCH COMMANDER & TEMPORARY OUT-OF-CLASS PAY

8.8.1 Represented sworn members assigned to work as an Acting Watch Commander (AWC), serving as a shift supervisor during the absence of a Police Sergeant, shall receive fifteen (15) minutes of straight time pay or straight time CTO for each two (2) hours worked as AWC. **Represented sworn members holding the position of Field Training Officer and receiving the FTO pay differential are not eligible for this pay. (amended 2024-2027)**

8.8.2 Represented non-sworn employees assigned to perform work normally performed by an employee in a classification at a higher salary grade during the absence of the higher classification shall receive fifteen (15) minutes of straight time pay or straight time CTO for each two (2) hours worked in the higher classification. (Amended 2021-2024)

8.8.3 An employee must work at least two (2) hours in a role defined in this Section to be eligible to receive bonus pay. Bonus pay is paid in increments of 2 hours.

SECTION 8.9 RELIEF PAY

8.9.1 When assigned to Relief Shift, Dispatchers, Senior Dispatchers, Police Sergeants, and Police Officers shall receive shift differential pay of two and one-half percent (2 ½%) of base pay for actual hours worked. (Added 2017-2019, amended 2019-2021)

SECTION 8.10 CANINE OFFICER PAY

8.10.1 Sworn represented employees assigned as Canine Officers will have two pay rates[1]: Special Assignment Pay and Canine Care Pay.

8.10.2 Special Assignment Pay:

Canine Officers assigned a canine will receive special assignment pay of five percent (5%) of base salary. The Canine Officer pay shall, to the extent permitted by law, be considered special compensation and shall be reported to CalPERS as such, for both Classic and PEPRA members.

8.10.3 Canine Care Pay:

(a) In addition to and separate from normally assigned duties, Canine Officers will be compensated for those hours spent on regular canine care activities such as feeding, grooming, cleaning, exercising, and informal training.

(b) The City and the Association agree that thirty (30) minutes per day, totaling seven (7) hours per fourteen (14) day pay period, is an appropriate amount of time for regular canine care activities. Canine care work shall be paid at a secondary rate.

(c) The base hourly rate for canine care is fifteen ($15.00) dollars per hour. All authorized time spent on canine care duties will be compensated at the overtime rate of time and one-half (T-1/2), resulting in an hourly rate of twenty-two dollars and fifty-cents ($22.50) per hour, or one-hundred fifty-seven dollars and fifty cents ($157.50) per pay period.

(d) It is further agreed that seven (7) hours per pay period is intended to cover all regular canine care activities as detailed in (a), and that Canine Officers will be compensated for seven (7) hours per pay period for such work. Any canine care time in addition to these seven (7) hours per pay period must receive prior approval from a supervisor.

(e) Pay for off-duty canine care shall not be reported to CalPERS. Under CalPERS regulations overtime compensation is excluded and special compensation shall be for services rendered during normal working hours, and does not include payments made for additional services rendered outside of normal working hours (i.e. overtime).

8.10.4 The cost of dog food, equipment, supplies, veterinarian services, boarding, and other department-approved canine and handler items shall be covered or reimbursed by the City.

[1] The secondary rate is enabled by 29 U.S.C. § 207(g)(2) and further detailed in 29 CFR § 778.419, which provide for hourly workers to perform two or more different kinds of work for the same employer at different rates of pay. (Amended 2019-2021)

SECTION 8.11 DAYLIGHT SAVINGS ADJUSTMENT

8.11.1 Represented shift employees who, because of the change in time due to a Daylight Savings Time change, lose one (1) hour of an assigned shift, will be paid for the number of hours in their regular shift.

ARTICLE 9 LEAVES

SECTION 9.1 PAID HOLIDAYS

9.1.1 The following paid holidays are authorized: (Amended 2021-2024)

New Year's Day
Third Monday in January (Martin Luther King Day)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
Juneteenth
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day

9.1.2 Non-Shift Non-Sworn Employees

(a) If an authorized holiday falls on a Saturday, the preceding Friday shall be granted off. If an authorized holiday falls on a Sunday, the following Monday shall be granted off.

(b) When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday, the Christmas Eve paid holiday will be observed on Thursday the 23rd (i.e. the paid days off will be Thursday 12/23 for Christmas Eve and Friday 12/24 for Christmas Day). When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, the Christmas Eve paid holiday will be observed on Tuesday the 26th (i.e. the paid days off will be Monday 12/25 for Christmas Day and Tuesday 12/26 for Christmas Eve).

(c) An employee required to work on a paid holiday shall receive time and one-half (T-1/2) holiday pay and straight pay for the actual hours worked, if the hours worked are part of the normal schedule and don't meet the overtime definition in Section 7.1. If an employee works a holiday and those hours meet the overtime definition in Section 7.1 the employee will receive time and one half (T-1/2) holiday pay and time and one half (T-1/2) pay for the actual hours worked. (Amended 2017-2019)

9.1.3 Non-Shift Sworn Employees

(a) To further clarify, for the purposes of this Section, a non-shift sworn employee is an employee who meets the following criteria: a) Receiving Special Assignment Pay; b) Regular scheduled work days fall within Monday through Friday; and c) Not frequently pulled from special assignment to work patrol.

(b) If an authorized holiday falls on a Saturday, the preceding Friday shall be granted off. If an authorized holiday falls on a Sunday, the following Monday shall be granted off.

(c) When Christmas Eve falls on a Friday and Christmas Day falls on a Saturday, the Christmas Eve paid holiday will be observed on Thursday the 23rd (i.e. the paid days off will be Thursday 12/23 for Christmas Eve and Friday 12/24 for Christmas Day). When Christmas Eve falls on a Sunday and Christmas Day falls on a Monday, the Christmas Eve paid holiday will be observed on Tuesday the 26th (i.e. the paid days off will be Monday 12/25 for Christmas Day and Tuesday 12/26 for Christmas Eve). (Amended 2017-2019)

(d) Employees shall receive eight (8) hours of straight time holiday pay for paid holidays that fall on a regular day off, or when it is taken as a day off.

(e) An employee required to work on a paid holiday shall receive time and one-half (T-1/2) holiday pay and straight pay for the actual hours worked, if the hours worked are part of the employee's scheduled hours and don't meet the overtime definition in Section 7.1. If an employee works a holiday and those hours meet the overtime definition in Section 7.1 the employee will receive time and one-half (T-1/2) holiday pay and time and one-half (T-1/2) pay for the actual hours worked.

(f) Additionally, per Section 7.1, if the employee is required to work in excess of the assigned hours for that shift, the employee shall also receive time and one-half (T-1/2) for all hours worked in excess of the assigned shift, regardless of actual hours worked within the pay period.

9.1.4 Shift Employees (Sworn and Non-Sworn)

(a) Shift employees shall be paid for working the actual holiday rather than an observed holiday (as detailed in 9.1.2(a) and 9.1.2(b) for non-shift non-sworn employees; and 9.1.3(b) and 9.1.3(c) for non-shift sworn employees).

(b) Employees shall receive eight (8) hours of straight time holiday pay for paid holidays that fall on a regular day off, or when it is taken as a day off.

(c) If an employee works less than eight (8) hours on a holiday, the hours worked will be paid according to Section 9.1.4(d), below. The employee will receive the remainder of the hours, up to eight (8), as straight time holiday pay. For example, if an employee works four (4) hours on a holiday they will receive 4 hours of time and one-half holiday pay, straight pay for the four (4) hours worked (assuming it is not overtime), and 4 hours of straight holiday pay

(d) An employee required to work on a paid holiday shall receive time and one-half (T-1/2) holiday pay and straight pay for the actual hours worked, if the hours worked are part of the normal schedule and don't meet the overtime definition in Section 7.1. If an employee works a holiday and those hours meet the overtime definition in Section 7.1 the employee will receive time and one-half (T-1/2) holiday pay and time and one-half (T-1/2) pay for the actual hours worked.

To further clarify, an employee who agrees to work for another employee **voluntarily** (i.e. Stress Leave) shall receive time and one-half (T-1/2) holiday pay and straight time for actual hours worked, unless the hours worked meet the definition of overtime in Section 7.1. If an employee works a holiday and those hours meet the overtime definition in Section 7.1 the employee will receive time and one-half (T-1/2) holiday pay and time and one half (T-1/2) pay for the actual hours worked.

Additionally, per Section 7.1.3, if the employee is required to work in excess of the assigned hours for that shift, the employee shall also receive time and one-half (T-1/2) for all hours worked in excess of the assigned shift, regardless of actual hours worked within the pay period. (Amended 2017-2019)

SECTION 9.2 FLOATING HOLIDAYS

9.2.1 (a) All represented employees shall receive thirty-two (32) hours of floating holidays per fiscal year. Floating holidays are prorated for new hires based on the number of pay periods remaining in the fiscal year at time of hire.

(b) Floating holidays may be taken as time off only with advance approval of the department head and scheduled with due regard for the wishes of the employee and convenience of the City.

(c) Floating holidays may not be accumulated from one fiscal year to the next. Any unused floating holidays remaining at the end of each fiscal year or upon separation of employment are not subject to compensation.

(d) Floating holidays must be taken in increments of not less than quarter hours. (Added 2019-2021)

SECTION 9.3 VACATION LEAVE

9.3.1 The vacation accrual rate shall be as follows:

8 hours per month beginning year 0 through year 3 of service

10 hours per month beginning year 4 through year 6 of service

10.66 hours per month beginning year 7 through year 9 of service

12 hours per month beginning year 10 through year 12 of service

13.33 hours per month beginning year13 through year 15 of service

16 hours per month beginning year 16 through year 19 of service

18 hours per month beginning year 20 through year 23 of service

20 hours per month beginning year 24+ of service

9.3.2 Vacation may be accumulated up to an amount equal to an employee's allowable vacation credit for two (2) years.

9.3.3 Effective July 1, 2019, for the purposes of determining vacation accrual rates, former represented employees who return with less than one (1) year of separation will be reinstated at their vacation accrual rate at the time of separation. For the purposes of this Section one (1) year shall mean from the date of separation to the date of the City's offer of (re)employment. The time between separation from and return to City service will not be included in calculating years of continuous employment. Future vacation accrual rate changes will be made based on the employee's total years of service in a represented position, both before and after the period of separation. (added 2019-2021)

9.3.4 Each employee shall be considered to work no more than five (5) days each week. Each employee who works less than full-time, but not less than half-time, shall be credited vacation on a pro-rata basis.

9.3.5 All employees shall have worked in City employment for six (6) months before being entitled to any vacation days. Any employee who resigns, is discharged, or leaves City service for any reason prior to the completion of one (1) year of employment shall be deemed not to have accrued any vacation rights other than vacation leave already taken between the time of entitlement and notice of termination or intent to terminate. Employees who terminate employment after one (1) full year of service shall receive a lump sum for all accrued vacation leave remaining at time of separation. It is further noted that once an employee gives written notice of their separation date, vacation may still be granted as defined in this Article, but employment (i.e. final separation date) may not be determined or extended by any remaining vacation leave.

9.3.6 Vacation should be taken as soon as possible after entitlement. The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the needs of the service. Vacations shall be taken in minimum increments of not less than a quarter (.25) of an hour.

9.3.7 Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue while on vacation or sick leave, but not while on short-term disability leave, unpaid leave or donated leave.

9.3.8 Except as defined in Section 9.3.5 accrued vacation leave is compensable to employees in a lump sum upon termination of employment.

9.3.9 Employees who have been in a represented position for longer than three (3) years may cash out fifty (50) hours of vacation leave once each fiscal year. The request for such a cash out must be made at least one week prior to the payday on which the cash out is to take place.

SECTION 9.4 SICK LEAVE

9.4.1 (a) Sick leave shall accrue at the rate of eight (8) hours per month of service. There shall be an unlimited accumulation of sick leave credits. There shall be one-half (1/2) pay for up to nine hundred sixty (960) hours accumulated sick leave when an employee resigns after fifteen or more years of service under favorable circumstances and not as a result of adverse action.

(b) Upon PERS service or disability retirement, an employee shall have the choice of 1) receiving, from the City, cash payout of 50% of their entire final sick leave balance at their current base salary rate and having the remaining 50% credited as service credit under the PERS optional provision 20965; or 2) having their entire final sick leave balance credited as service credit under the PERS optional provision 20965 and not receiving any City cash payout. (Amended 2008-2011)

9.4.2 Employees using no sick leave in a calendar year shall be allowed to convert twenty-four (24) sick leave hours into vacation days, employees using one sick leave day in a calendar year shall be allowed to convert sixteen (16) sick leave hours into vacation days, and employees using two (2) sick leave days in a calendar year shall be allowed to convert eight (8) sick leave hours into vacation, provided that such employees have a minimum one-hundred seventy six (176) hours of sick leave time accrued at the point of conversion. A request for conversion must be submitted by January 31 of the year immediately following the qualifying calendar year. An employee must have been employed the full qualifying calendar year (January 1 through December 31).

9.4.3 In order to receive compensation while absent on sick leave, the employee shall notify their immediate supervisor as far as two hours in advance of the time set for beginning their daily duties unless the reason for sick leave use occurs less than two hours prior to the employee's time to report to duty in which case the employee shall provide notification as soon as possibly practical. In the event of extended illness, a physician's certificate must be submitted on the fourth calendar day of continuous sickness or the next business day.

9.4.4 An advance of sick leave of up to forty-eight (48) hours may be granted by the City Manager upon request in writing by the employee when an employee uses up all other time-off benefits because of illness. Such advance must be earned back by the employee following the illness. The dollar value of any advance remaining upon termination of an employee shall be repaid to the City.

9.4.5 If an employee has not recovered by the time their accumulated sick leave is exhausted, a leave of absence without pay may be granted or, if the thirty (30) day waiting period has been fulfilled, they will receive short-term disability benefits.

9.4.6 The City Manager shall revoke pay and sick leave time if the employee has engaged in private or public work while upon such leave. Misuse of sick leave privileges is grounds for disciplinary action.

9.4.7 Sick leave must be taken in increments of not less than one quarter (.25) of an hour. (Amended 2019-2021)

9.4.8 Use of sick leave during vacation shall be allowed if the employee notifies the Chief of Police within two days of the day of illness and submits at that time a physician's certificate substantiating the illness and stating the anticipated duration of the illness. The City Manager has the right to ask for additional certificates.

SECTION 9.5 FAMILY ILLNESS / BEREAVEMENT LEAVE

9.5.1 Association represented employees may be granted up to forty-eight (48) hours per year family illness leave with pay and up to forty hours (40) per fiscal year bereavement leave. Family illness leave is applicable when the employee's presence is necessary to provide or arrange proper care for an ill member of the employee's immediate family and will be charged against the employee's accumulated sick leave. Bereavement leave is applicable when death occurs in the employee's immediate family and will not be charged against the employee's accumulated sick leave. Immediate family shall include spouse, domestic partner, parents, children, and other close relatives (as approved by the department head). Misuse of Family Illness/Bereavement leave privileges is grounds for disciplinary action.

9.5.2 For the purposes of this Section a "domestic partner" relationship requires that:

(a) The employee and the domestic partner are not related to each other, they have assumed mutual obligations for the welfare and support of each other, and they have been in the domestic partnership for at least six months.

(b) The employee must have a City "Family Sick Leave Domestic Partner Certification" form on file with Payroll/Personnel prior to being granted the leave described in this section. The employee must immediately notify the City in writing upon termination of the domestic partner relationship. (Amended 2019-2021)

SECTION 9.6 STRESS LEAVE POLICY

9.6.1 Recognizing the difficulty that sworn represented employees and Dispatchers have in arranging to take earned time off, the Chief of Police will implement the following internal administrative policies applicable to those positions:

9.6.2 Up to forty-eight (48) hours earned time off for sworn represented employees and Dispatchers may be taken as "stress leave" at the employee's discretion, with shift coverage provided by other employees to be paid for hours worked as defined in Sections 7.1 and 7.2 of this MOU.

For the purposes of this provision "earned time off" will include compensatory time off, floating holidays, and vacation. (Amended 2013-2015)

9.6.3 In the event the employee has depleted their stress leave as provided in Section 9.6.2 an additional thirty-six (36) hours for sworn represented employees and Dispatchers may be taken as stress time off at the rate of one and one-half (1-1/2) hours of compensatory time off to be deducted from the employee's CTO balance for every hour taken off.

9.6.4 For Dispatchers, stress time off may also be covered by part-time dispatch help upon approval of the Chief of Police. Granting of the "stress leave" off would be subject to the ability of the employee to locate another employee available to fill in, such employee being of the same classification. Out of classification substitutions must have the prior approval of the Chief of Police or designee.

9.6.5 Stress leave must be taken in increments of not less than two (2) hours.

9.6.6 Employees on requested time off (i.e. scheduled vacation) who agree to work for another employee requesting stress leave shall be paid for regular hours worked only. Use of previously approved leave banks shall not be used in addition to stress time worked. Additionally, stress time worked shall not be considered hours worked for the purposes of determining overtime, as detailed in Section 7.1.

9.6.7 The following will happen when an on-duty sworn represented employee has arranged shift coverage using stress time but is prevented from leaving during the shift due to an in-progress call and/or major investigation:

(a) The officer scheduling stress time off (Officer A) will continue to work on the unforeseen detail and be compensated at the regular hourly rate, which time will not be counted as stress time.

(b) The officer (Officer B) who had come in to cover for Officer A will be put into service for the amount of time previously arranged by Officer A.

SECTION 9.7 JURY DUTY

9.7.1 Any employee who is required to report for jury duty shall receive full pay for such absence from duty provided the employee endorses to the City any checks or warrants received in payment for jury duty excluding mileage for personal vehicles or other out-of-pocket expenses incurred due to jury duty and provides verification of jury duty service.

9.7.1 Jury Duty is hereby defined as response to a jury summons, appearance during the jury selection process and/or time spent serving as a juror.

ARTICLE 10 HEALTH AND WELFARE BENEFITS

SECTION 10.1 MEDICAL, DENTAL, AND VISION INSURANCE

10.1.1 (a) Represented employees may choose coverage for health insurance under the REMIF (Redwood Empire Municipal Insurance Fund) contracted plan or a plan chosen by the Arcata Police Association with the City contributing the amount of premium paid under the REMIF-contracted plan.

10.1.2 (a) For health plan year ~~2021/2022, 2022/2023 and 2023/2024~~ **2024/2025, 2025/2026, 2026/2027** only, an employee who voluntarily opts out of the City's medical coverage due to having other non-City coverage shall receive four hundred dollars ($400) per month. This payment shall be made through the employee's regular bi-weekly payroll check ($184.62/pp). Payments are taxable, subject to tax withholding. (Amended 2021-2024)

Per FLSA overtime guidelines, for any work period in which the employee has overtime and is receiving an opt out payment, if the employee elects overtime to be paid rather than banked as compensatory time off (CTO), the opt out payment shall be included in the calculation of the employee's 'regular rate of pay' for the purposes of determining the overtime rate of pay. If overtime is taken as CTO, it is accrued in the customary way, and paid at the regular rate of pay applicable at the time of use or cash out.

In order to be eligible to receive the opt out payment, the employee must provide annual proof of adequate "minimum essential" non-City medical coverage for all applicable dependents and employee (self), and sign an agreement holding the City harmless.

(b) It is further agreed that if at any time during this contract, the City's health plan(s) (currently REMIF Self-Funded Medical Plan) or the REMIF Board changes or limits participation requirements, prohibits an opt out payment, or the opt out payment otherwise negatively impacts the City directly or its participation in the Plan(s), such payment shall be discontinued at that time. Discontinuance of such payment shall not be required to be offset or substituted by the City with any other pay or benefit. (Amended 2019-2021)

10.1.3 The City and employees of the Arcata Police Association will share in the premium costs related to medical insurance as follows:

(a) **EPO 250 Medical Plan** (Amended 2019-2021, 2024)

(1) Beginning with the ~~July 2021~~ **August 2024** premium **which is paid in July 2024**, represented employees will pay the following *semi-monthly* contribution towards medical insurance:

- Employee Only: $ ~~67.57~~ **89.77**
- Employee + One: $ ~~141.52~~ **188.12**
- Family: $ ~~202.10~~ **$268.50**

(2) Beginning with the July ~~2022~~ **2025** premium, represented employees will pay an additional 40% of any increase over the following total *monthly* premium rates, for the EPO 250 medical insurance. If there is a decrease or no increase in the listed premium rates, represented employees will continue to pay the applicable contribution rates listed above:

- Employee Only: $ ~~837.00~~ **1,075.00**
- Employee + One: $ ~~1,753.00~~ **2,252.00**
- Family: $ ~~2,503.00~~ **3,215.00**

(3) Beginning with the July ~~2023~~ **2026** premium, represented employees will pay 40% of any increase over the ~~2022/2023~~ **2025/2026** total monthly premium rates for the EPO 250 Medical Plan insurance. This amount shall be added to the ~~2022/2023~~ **2025/2026** applicable employee contribution rates. If there is a decrease or no increase in the premium rates, represented employees will continue to pay the applicable employee contribution rates established for the previous plan year (~~2022/2023~~ **2025/2026**).

(b) **EPO 500 Medical Plan** (Added 2021-2024)

(1) The City shall pay *up to* the following towards the monthly premiums:

- Employee Only: $ ~~638.00~~ **798.60**
- Employee + One: $~~1,335.00~~ **1,673.20**
- Family: $~~1,905.00~~ **2,389.80**

10.1.4 Represented employees may choose coverage for dental insurance under the REMIF (Redwood Empire Municipal Insurance Fund) plan or a plan chosen by the Arcata Police Association with the CITY contributing the amount of premium paid under REMIF's plan.

10.1.5 The CITY will provide REMIF's vision plan for all represented employees.

SECTION 10.2 LIFE AND DISABILITY INSURANCE

10.2.1 Life insurance is provided for represented City employees under the Redwood Empire Municipal Insurance Fund. The City contributes the premium for fifty thousand dollars ($50,000) term life insurance per employee.

10.2.2 The City will provide supplemental disability insurance coverage for all covered City employees at City expense under the provisions of the currently adopted plan.

SECTION 10.3 RETIREE MEDICAL, DENTAL, AND VISION INSURANCE

10.3.1 The following shall apply to those eligible employees actively employed as of June 30, 2008, and who remain continuously employed until retirement from the City:

(a) For employees who retire from the City of Arcata with at least ten (10) years of service with the City, and having been covered under the REMIF health plan for a minimum of five (5) years up to the last day of work, and who continue medical, dental, and/or vision insurance through a City-sponsored plan, the City will contribute two percent (2%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Part rate towards the insurance premium(s) for each year of service as an employee with the City rounded to the nearest whole year.

(b) For employees with at least twenty (20) years of service with the City, and having been covered under the REMIF health plan for a minimum of five (5) years up to the last day of work, who qualify for this benefit and who continue medical, dental, and/or vision insurance through a City-sponsored insurance plan, the City will contribute three percent (3%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Party rate towards the insurance premium(s) for each year of service as an employee with the City, rounded to the nearest whole year.

(c) While City contributions will not continue past Medicare eligibility, a retiree or dependent may choose, if eligible, to continue the Medicare coverage available, if any, under the City's group plan at the retiree's or dependent's own cost. (Amended 2013-2015)

10.3.2 For employees hired or re-employed on or after July 1, 2008, the following shall apply:

(a) For employees who retire from the City of Arcata with at least ten (10) years of service with the City, and having been covered under the REMIF health plan for a minimum of five (5) years up to the last day of work, and who continue medical, dental, and/or vision insurance through a City-sponsored plan, the City will contribute two percent (2%) up to the applicable REMIF Early Retiree Single rate or Early Retiree Two-Party rate towards insurance premium(s) for each year of service as an employee with the City, rounded to the nearest whole year.

(b) While City contributions will not continue past Medicare eligibility, a retiree or dependent may choose, if eligible, to continue the Medicare coverage available, if any, under the City's group plan at the retiree's or dependent's own cost. (Amended 2013-2015)

10.3.3 For REMIF plans, per its eligibility guidelines, an employee who has at least ten (10) years of continuous employment with a REMIF member entity before retirement and retires under CalPERS may choose to continue medical, dental, and/or vision coverage. This will be at the retiree's own cost if they do not also meet the criteria above to be eligible for a City contribution towards the premium(s). For example, if the employee had 5 years of service at another REMIF member entity and 6 years with the City of Arcata, the employee would not qualify for a percentage of the retiree premium to be paid by the City as outlined above, but would be able

to continue coverage as a retiree at the retiree's own cost. Refer to Appendix A for additional information on City and REMIF retiree health plan eligibility guidelines. (Added 2013-2015)

10.3.4 Medical and Dental Premium COBRA Payments for Survivors of Employee:

(a) For the survivors of an employee who dies while in the employment of the City of Arcata, and who elect to COBRA medical and dental insurance through City-sponsored insurance plans, the City will contribute two percent (2%) of the insurance premium for each year of service as an employee with the City rounded to the nearest whole year for no more than 36 months.

10.3.5 If the REMIF contract allows domestic partners to be covered under health insurance the City of Arcata will provide such coverage according to the rules defined by REMIF. (Added 2019-2021)

SECTION 10.4 WORKERS' COMPENSATION INSURANCE

10.4.1 All employees are covered by workers' compensation insurance in accordance with State law.

(a) In the event of lost time due to job-related injury or illness for a represented non-sworn employee, for which the employee is eligible for Temporary Disability payments from the Workers Compensation Program, the City shall supplement such Temporary Disability payments so that the employee's normal salary level is continued for a period not to exceed thirty (30) workdays per each accepted work injury claim. (Amended 2019-2021)

(b) Sworn police personnel shall receive compensation commensurate with normal salary level up to one (1) year pursuant to Labor Code, Section 4850.

SECTION 10.5 UNEMPLOYMENT INSURANCE

10.5.1 All employees are covered by unemployment insurance administered by the State Employment Development Department in accordance with State and Federal law.

ARTICLE 11 ADDITIONAL BENEFITS AND ALLOWANCES

SECTION 11.1 DEFERRED COMPENSATION PLAN

11.1.1 Employees are entitled to participate in Section 457 deferred compensation plans offered by the City. The primary purpose of these plans is to provide retirement income and other deferred benefits to the employee of the City in accordance with the provisions of Section 457 of the Internal Revenue Service Code of 1954, as amended.

Represented employees shall be eligible for the following City contributions upon employment:

11.1.2 Beginning the first full pay period after an employee enrolls in a Section 457 deferred compensation plan offered by the City, the City will contribute $30 per month ($13.85/pp).

Employees are eligible upon employment and no employee contribution is required to receive the City contribution.

(Amended 2021-2024)

11.1.3 Represented employees who elect to contribute **over** $30.00 per month ($13.86 /pp), the City will contribute an equal amount up to $120 per month ($55.38 /pp).

(Amended 2021-2024)

11.1.4 Should a Roth 457(b) plan be implemented, the City match stated in (a) and (b) above shall be applicable if the employee elects to contribute to the Roth 457(b). However, the initial employee contribution (as defined above) must be solely to the pre-tax option or the Roth option (rather than split between the two). Employee is not precluded to a contribution beyond that in any manner desired. Per IRS regulations, while the employee may elect to contribute to the Roth 457(b), City sponsored contributions are required to be deposited into the pre-tax option. (Added 2017-2019)

SECTION 11.2 UNIFORM AND SAFETY EQUIPMENT ALLOWANCE

11.2.1 (a) The City provides uniforms for each Lead Parking Officer, Evidence Technician I/II, and Police Services Assistant, and uniforms and safety equipment for each sworn represented employee, and provides for cleaning and maintenance of uniforms and safety equipment. (Amended 2019-2021)

(b) The monetary value, up to $2,100 during first year of employment and up to $1,100 for each subsequent year, associated with the purchase, maintenance and cleaning of uniforms for represented employees *required* to wear uniforms shall be reported to PERS annually, for Classic members only, in June of each year, and upon termination of employment. The total amount reported includes any amount received for reportable items pursuant to sections 11.2.2 and 11.2.3 (Amended 2021-2024)

(c) Effective January 1, 2013, per the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.34(c), "any employer-provided allowance, reimbursement, or payment, including by not limited to…uniforms…" is no longer considered pensionable compensation for PERS members classified as "New" under the PEPRA regulation. (Added 2013-2015)

11.2.2 Employees in the Police Services Officer, Evidence Technician I/II, and Lead Parking Officer classifications shall receive up to a ~~three~~ **two** hundred-dollar (~~$300~~ **200**) reimbursement for purchase and repair of work-related clothing and equipment every ~~other~~ fiscal year, payable when receipt is submitted to Personnel by June 30 of the applicable fiscal year.

~~Beginning with the fiscal year an employee is first reimbursed they will be eligible for the next reimbursement in the second fiscal year after that. For example, if a reimbursement is granted in FY 19/20, the next eligible reimbursement will be in FY 21/22~~. (Amended ~~2019-2021~~**2024**)

11.2.3 Upon initial assignment for Police Department employee(s) assigned to Investigations the City shall provide a one-time clothing allowance of four-hundred-dollars ($400). Each fiscal year after initial assignment the City shall provide a clothing allowance of $350. The City shall also provide dry cleaning for coats, slacks or suits worn at work by the employee(s) assigned to Investigations. See Section 11.2.1(b) above for the applicability of reporting the monetary value associated with the purchase, maintenance and cleaning of required uniform items to CalPERS. An employee is not eligible for this clothing allowance when temporarily assigned as an Investigator. However, dry cleaning will be provided for those coats, slacks, or suits worn at work when a temporary assignment is for forty (40) consecutive working hours or more.

11.2.4 (a) Each newly employed sworn represented employee will receive a ~~three~~ **four** hundred and fifty-dollar (~~$350~~ **450**) equipment reimbursement each fiscal year for the first two (2) fiscal years of initial employment, payable when receipt for Police related equipment is submitted to Personnel. (~~Added 2017-2019~~**Amended 2024-2027**) In accordance with CalPERS, this reimbursement is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

(b) Following the second fiscal year of initial employment the employee will receive a ~~two~~ **three** hundred and fifty-dollar (~~$250~~ **350**) equipment reimbursement each fiscal year, payable when receipt for Police related equipment is submitted to Personnel. In accordance with CalPERS, this reimbursement is not reportable as special compensation for both Classic and PEPRA members. (added 2021-2024)

(c) When an employee chooses to submit receipt(s) for reimbursement, and sales tax was not made on the original purchase, the City is required to remit sales tax (at the current City of Arcata sales tax % rate) to the state on the employee's behalf. This amount is to be remitted from the employee's uniform and safety equipment allowance. The actual purchase amount reimbursable to the employee shall be made from any allowance amount remaining after the sales tax remittance. The City is required to remit sales tax for the *entire* purchase on the receipt being submitted, not just on item costs within or up to the allowance reimbursement amount. Additionally, if any listed shipping charges also include "handling", the City is required to calculate tax on the total purchase + shipping/handling amounts. (Added 2013-2015)

SECTION 11.3 EQUIPMENT PURCHASE

11.3.1 The City will assist represented employees in purchasing personally-owned work-related equipment under the following conditions:

(a) Sworn represented employees may purchase one (1) weapon per person per year and/or other police related equipment as approved by the Chief of Police.

(b) Non-sworn represented employees may purchase police related equipment once per year with the approval of the Chief of Police and the City Manager.

(c) For approved purchases the full amount of the purchase will be advanced by the City to the employee. The employee will repay the advance via payroll deduction at a rate agreed upon by the City and the employee. The payback shall be completed no more than twelve months or twenty-six (26) pay periods after the first payroll deduction payment. Early payback is allowed but will not shorten the twelve-month period between approved purchases.

(d) Equipment purchases may be made once every twelve-month period with no exceptions. The twelve-month period will begin with the first payroll deduction and end twenty-six (26) pay periods later.

(e) If an employee fails to repay the advance in full, they will not be allowed to make another purchase until the debt is repaid. (Amended 2019-2021)

SECTION 11.4 PHYSICAL FITNESS AND WEIGHT MANAGEMENT PROGRAM

11.4.1 Represented employees are eligible to receive up to one-hundred-eighty-dollars ($180) every six (6) months, for reimbursement towards membership in physical fitness and/or weight management programs. This includes membership in a local health club/fitness center or martial arts program; membership for an online or downloadable physical fitness/personal training program; registration and meeting/workshop fees for weight management programs; or other fitness or wellness programs pre-approved by the City Manager or designee. The six (6) month reimbursement periods are January 1 to June 30 and July 1 to December 31.

11.4.2 For the purposes of this Section, physical fitness memberships are intended to be for a local health club/fitness center or martial arts program, or digital physical fitness/personal training program, whose main function is to provide strength training, cardio, and/or recognized martial arts discipline workouts. Weight management program membership reimbursements apply towards registration and meeting/workshop fees, either in-person, online, or downloadable. The reimbursement does not apply to such things as home gym or other personal fitness/sports equipment, organized sports teams/programs, food, supplements, or electronic devices (i.e. cell phones, watches, tablets) for the use of digital fitness or weight management programs.

11.4.3 Reimbursement:

(a) Reimbursement is for the employee only for up to $30 per month and will be pro-rated. For example, if a health club membership began March 1, at $25 per month, the reimbursement for the January 1 to June 30 period would be $100 ($25/mo. x 4months = $100).

(b) Requests for reimbursement for the months of January 1 through June 30 must be received by Personnel no later than July 15. Requests for reimbursement for the months of July 1 through December 31 must be received by Personnel no later than January 15.

(c) Documentation for reimbursement will consist of a City reimbursement form and proof of payment, which must include information that identifies the facility or program the payments were made to and the months of membership the payments cover. If proof of payment includes a multi-person membership only the portion of that membership attributable to the employee will be reimbursed. (Amended 2019-2021)

SECTION 11.5 EDUCATION AND TRAINING REIMBURSEMENT

11.5.1 In addition to training opportunities provided by the City at City expense, the City will reimburse employees 50% of the cost of the tuition and required books for approved courses. Approval in advance of course enrollment must be obtained from the Chief of Police and City Manager. In order for the Department to budget for approved courses, requests must be submitted by February 1 prior to the fiscal year in which courses are to be taken. To be eligible for reimbursement, the employee must submit receipts and demonstrate he/she received a passing grade and completed the course.

SECTION 11.6 RESIDENCY AND PUBLIC TRANSIT INCENTIVE

11.6.1 Those represented employees who can show actual residency within the city limits of the City of Arcata shall receive sixty dollars ($60) per month incentive pay for as long as they remain a resident of the City of Arcata. This payment does not qualify as pensionable compensation reportable to CalPERS. The incentive shall be paid at thirty dollars ($30) per pay period, on the first and second pay period of each month.

11.6.2 Should the employee opt to have the City contribute the monthly resident incentive pay to the employee's deferred compensation account the incentive payment shall be seventy ($70) per month. This deferred compensation contribution on behalf of the employee shall not be considered an employee contribution to become eligible for a City contribution or match as provided in Section 11.1 of this MOU.

11.6.3 Employee agrees that should they no longer meet the eligibility requirements for the residency incentive pay that they will immediately notify the City. Employee agrees to repay the City for

each month (or prorated portion of) in which the incentive pay was received but for which the employee did not qualify. (Amended and renamed 2019-2021)

11.6.4 Represented employees and their immediate families are entitled to free transportation on the Arcata and Mad River Transit System upon presentation of proper identification as determined by the Transit Manager or designee with approval of the City Manager.

SECTION 11.7 TOBACCO CESSATION INCENTIVE

11.7.1 Employee, who is a tobacco user, can sign up for the " tobacco cessation plan." Employee must agree to enroll in and successfully complete a Tobacco Cessation Program of their choice. If employee does not use tobacco for twelve consecutive months from the time of sign-up and certifies that he/she has not used tobacco for one (1) year at the end of the twelve (12) months, employee will receive two hundred dollars ($200). For the purposes of this Article, a tobacco user is defined as an eligible employee who attests he/she has used tobacco products (i.e., cigarettes, cigars, chewing tobacco) at least 100 times in their lifetime, and, on average, currently uses tobacco products at least 15 days out of a month. This is a one-time benefit. (Updated 2013-2015)

SECTION 11.8 DEPENDENT CARE ASSISTANCE

11.8.1 Dependent care assistance program will be offered to employees and administered by AFLAC in accordance with Internal Revenue Code Section 125.

SECTION 11.9 ADOPTION

11.9.1 City provides five hundred dollars ($500) cash benefit to employees adopting minor children.

ARTICLE 12 RETIREMENT SYSTEM

SECTION 12.1 CA PUBLIC EMPLOYEE RETIREMENT SYSTEM (CALPERS)

12.1.1 DEFINITIONS

(a) "New" Members are defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f) and include:

(1) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to pension reciprocity.

(3) An individual who has never had a relationship with CalPERS or another reciprocal retirement agency or one who has had a break in service of 6 months or more.

(b) "Classic" employees are defined as current employees and future employees who do not qualify as a "New" Member under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

12.1.2 PARTICIPATION

(a) The City will continue to participate under the Local Safety Members Plan and the Local Miscellaneous Members Plan of the California Public Employees' Retirement System (CalPERS).

12.1.3 OPTIONAL BENEFITS

(a) The City's contract with CalPERS shall include the following optional benefits. Note: For further information, including which listed sections apply to Classic Members, New Members, or both, refer to the City's contract with CalPERS and the relevant sections within the Public Employees' Retirement Law (PERL).

(1) Section 20042, (One-Year Final Compensation)
(2) Section 20475, (Different Level of Benefits)
(3) Section 20515, (Full Formula Plus Social Security)
(4) Section 20516, (Employees Sharing Additional Cost)
(5) Section 20903, (Two Years Additional Service Credit)
(6) Section 20965, (Credit for Unused Sick Leave)
(7) Section 21024, (Military Service Credit as Public Service)
(8) Section 21548, (Pre-Retirement Option 2W Death Benefit)

12.1.4 RETIREMENT FORMULAS FOR NON-SWORN EMPLOYEES (PERS Local Miscellaneous Members):

(a) If employed on or after 1/1/2013 and a "New" PERS member: **2% @ 62** (Supplemental) [in accordance with Section 7522.20], with highest three (3) years average final compensation as determined in accordance with Section 20037.

(b) If employed on or after 6/24/2012 and a "Classic" PERS member: **2% @ 55** (Modified) [in accordance with Section 21354], with highest three (3) years average final compensation as determined in accordance with Section 20037.

(c) If employed prior to 6/24/2012: **2.7% @ 55** (Full) [in accordance with Section 21354.5], with highest one (1) year final compensation as determined in accordance with Section 20042.

12.1.5 RETIREMENT FORMULAS FOR SWORN EMPLOYEES (PERS Local Safety Members)

(a) If employed on or after 1/1/2013 and a "New" PERS member: **2.7% @ 57** (Supplemental to Federal Social Security) [in accordance with Section 7522.25(d)], with highest three (3) years average final compensation as determined in accordance with Section 20037.

(b) If employed on or after 6/24/2012 and a "Classic" PERS member: **3% @ 55** (Modified) [in accordance with Section 21363.1], with highest three (3) years average final compensation as determined in accordance with Section 20037.

(c) If employed prior to 6/24/2012: **3% @ 50** (Modified) [in accordance with Section 21362.2], with highest one (1) year final compensation as determined in accordance with Section 20042.

12.1.6 EMPLOYEE PERS CONTRIBUTIONS

(a) Employees will be responsible for payment of the Employee contribution to the Public Employees Retirement System (PERS).

(b) In addition to the applicable required CalPERS employee contribution, APA members have agreed to share in the employer contributions as provided in Government Code Section 20516 (Employees Sharing Additional Cost)

12.1.7 PERS MISCELLANEOUS (NON-SWORN) EMPLOYEE RETIREMENT PLANS

FORMULA	EMPLOYEE CONTRIBUTION	GOVT. CODE 20516 COST SHARING	TOTAL
2.7%@55	8%	3%	11%
2%@55	7%	3%	10%
2%@62	6.75% *	3%	9.75% *

*Rate subject to CalPERS Actuary change annually. Employee contribution required to be 50% of the actuary normal cost determined for the plan.

12.1.8 PERS LOCAL SAFETY (SWORN) EMPLOYEE RETIREMENT PLANS

FORMULA	EMPLOYEE CONTRIBUTION	GOVT. CODE 20516 COST SHARING	TOTAL
3% @ 50	9%	3%	12%
3% @ 55	9%	3%	12%
2.7% @ 57	13% *	1.5%	14.50% *

*Rate subject to CalPERS Actuary change annually. Employee contribution required to be 50% of the actuary normal cost determined for the plan.

(Amended 2021-2024)

ARTICLE 13 LAYOFF

SECTION 13.1 DEFINITIONS

13.1.1 Layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work, lack of funds, abolishment of the position, or for other reasons not reflecting discredit on an employee.

SECTION 13.2 PROCEDURE

13.2.1 (a) Layoff shall be by departmental seniority. In the event that there is more than one classification in a series, the employee who holds the higher classification may bump downwards in the event of layoff.

(b) Within each department in which a layoff occurs, employees shall be laid off in the following order: first, temporary employees; second, all provisional employees; third, all probationary employees in order of their departmental seniority; and fourth, permanent employees in order of their departmental or classification seniority and in accord with the provisions of paragraph (a) above.

(c) If two (2) or more employees have an equal amount of departmental seniority, the senior employee shall be determined on the basis of job performance. The City Manager/Personnel Officer shall review the job evaluations of those employees involved and make a decision on who should be laid off.

SECTION 13.3 NOTICE OF LAYOFF

13.3.1 In the event of a layoff, the City shall give each employee affected thirty (30) days' notice prior to their being laid off.

SECTION 13.4 FRINGE BENEFITS

13.4.1 (a) Employees laid off shall be paid vacation and holiday pay accrued to the date of layoff. Employees may receive pay for up to one-half (1/2) of all accumulated sick leave upon layoff, provided they have been employed with the City for at least ten (10) years. Such request must be received by the City within six (6) months of the date of layoff.

(b) Employees being laid off shall be entitled to insurance benefits for a maximum period of six (6) months, provided that said employees are continuously unemployed during the six (6) month period. The insurance benefit shall include medical and dental, for the employee and their dependents and life insurance for the employee. If an employee who has been laid off becomes gainfully employed at any time during this six (6) month period, all insurance benefits will cease.

SECTION 13.5 RECALL

13.5.1 (a) The names of regular and probationary employees laid off shall be placed on reemployment lists for those classes for which an employee is qualified requiring basically similar qualifications, duties, and responsibilities of the class from which layoff was made. Persons whose names are placed on reemployment lists in accordance with this Section, and who are reemployed within the prescribed period, shall be regarded as having been on leave of absence without pay and benefits during this period of absence.

(b) The placement on the reemployment lists shall be by seniority.

(c) Those employees laid off shall remain on the reemployment list for a three (3) year period. (Amended 2008-2011)

(d) A previously laid-off employee who is re-employed by the City within the prescribed period will have any previous accumulated unpaid sick leave restored.

(e) If the layoff exceeds twelve (12) months, then the City may require such pre-employment physical examinations as it deems necessary prior to reemployment of any laid off employee.

13.5.2 (a) A previously laid-off employee who is re-employed by the City within a three (3) year period shall be placed at the salary step closest to that previously held and the anniversary date shall be established as the date of reinstatement. (Added 2008-2011)

(b) In computing time for benefit entitlement (i.e., vacation accrual, longevity pay, City deferred compensation contribution, etc.), employee shall be reinstated to the accrual levels in place at the time of the layoff. Other then as prescribed herein, employee shall not have any benefit bank *balances* reinstated, only accrual levels. (Added 2008-2011)

(c) An employee shall not receive credit for time spent on layoff in determining salary placement and/or in computing time for any benefit entitlement. (Added 2008-2011)

SIGNATURES

Dated: _____

For the CITY:

_____
Meredith Matthews
Mayor

_____
Keira Vink
Chief Negotiatior / HR Director

_____
Todd Dokweiler
City Representative / Police Lieutenant

_____
Chris Ortega
City Representative/ Police Lieutenant

_____
Leah Brazil
City Representative / Police Business Manager

For the ASSOCIATION:

_____
Luke Scown
Chief Negotiator / Police Sergeant

_____
Keith Altizer
APA President / Police Sergeant

_____
Kent Falkenstine
APA Representative / Police Officer

_____
Victoria Johnson
APA Representative/ Police Sergeant

_____
Taron Brown
APA Representative/Evidence Technician II

APPENDIX

ATTACHMENT A 1995 RESOLUTION ENABLING RETIREE MEDICAL INSURANCE

RESOLUTION NO. 956-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCATA SETTING MINIMUM STANDARDS FOR HEALTH COVERAGE FOR RETIREES UNDER THE HEALTH SELF-INSURANCE PLAN

WHEREAS, the Redwood Empire Municipal Insurance Fund (REMIF) set a policy relative to minimum standards for health coverage for retirees on January 27, 1984, amended July 1, 1987, March 27, 1991, and July 1, 1991; and

WHEREAS, the City wishes to assist its retiring employees by continuing health and dental care benefits in its REMIF self-insurance fund;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arcata that health and dental coverage be provided under the following conditions:

1. Retired employees must have been covered under the REMIF health plan for a minimum of five (5) years up to the last day of work.

2. a) For health insurance, the retiree must have a minimum of ten (10) years permanent and continuous full-time service with the City and is retiring for service or disability under the rules of the Public Employees Retirement System (PERS).

   b) For dental coverage, the retiree must have a minimum of ten (10) years permanent and continuous full-time service with the City and is retiring for service under the rules of the Public Employees Retirement System (PERS).

3. The retiree and dependents (dependents meaning those who are dependents at the time of retirement) will be covered under the REMIF health plan. If the retiree dies while covered, the coverage for the dependents will cease.

4. The retiree and dependents must pay for their premiums according to the rules set in the REMIF health plan. Payments are due prior to the tenth of the month preceding the month of coverage. Failure to make payment will cancel coverage.

5. The health benefits will be coordinated with Medi-Care, Medi-Cal, and any similar program which is available to the employee, and where similar programs are available to the employee, REMIF will be secondary and supplemental to such other coverage.

Resolution No. 956-08 supersedes Resolution No. 912-01.

Effective Date: July 1, 1995

DATED: July 5, 1995

ATTEST:

City Clerk, City of Arcata

APPROVED:

Mayor, City of Arcata

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 956-08, passed and adopted at a regular meeting of the City Council of the City of Arcata, County of Humboldt, California, on the 5th day of July, 1995, by the following vote:

AYES: Blaser, Kirkpatrick, Pellatz, Schaub and Test

NOES: None

ABSENT: None

City Clerk, City of Arcata

ATTACHMENT B REMIF RETIREE HEALTH PLAN ELIGIBILITY GUIDELINES

REMIF Retiree Health Plan Eligibility Guidelines

Eligibility Rules for Retiree Benefits

Each participating entity may establish more stringent eligibility standards but, in no event, shall any participating entity have the prerogative of adopting less stringent eligibility standards than those approved by the REMIF Board of Directors.

Each member entity will determine a retiring employee's eligibility for health, dental and vision care benefits based on applicable Memorandums of Understanding (MOU) and/or employment agreements. Should a member entity provide health, dental and vision care benefits for retired employees through REMIF's programs, at a minimum the following eligibility guidelines must be met:

1. **Normal Service Retirement** – To any REMIF member entity employee who has at least ten (10) years of continuous employment with a member entity before retirement and who retires for service under the rules of the Public Employees Retirement System (PERS). Coverage may extend to eligible dependents of the retired employee. Service with any REMIF member entity may be credited toward the years of service requirement at each entity's discretion, as determined by their MOUs and/or employment agreements.
    a. As of 7/1/11: To be eligible, employees must be enrolled in a REMIF member entity's health program immediately prior to retirement.
    b. **As of 7/1/12: To be eligible, employees must be enrolled in a REMIF member entity's health program immediately prior to retirement; and must have been enrolled for a minimum of 1 year; except when termination is the result of a reduction in force or separation within 1 year from 7/1/12. In that case, refer to rule 1a.**
2. **Permanent or Total Disability** – To any employee who has at least ten (10) years of continuous service with the member entity before retirement and who retires for reason of permanent or total disability. Coverage may extend to eligible dependents of the retired employee. Total disability will be determined according to the norms of workers' compensation law, and total disability is defined as a disability rating in excess of fifty percent (50%) as determined by such norms.
    a. An employee retired for a ***service connected disability*** need not meet the requirements of ten (10) years of service. An employee who retires from service with a participating employer due to a PERS disability retirement (non-safety) or a PERS industrial disability retirement (safety) need not meet the requirement of ten (10) years of service. However, he or she must have worked the minimum number of years as required by the participating employer's labor agreement.
3. **Surviving Dependents of a Deceased Active Employee** – Eligibility for coverage for surviving spouse and eligible dependents must be approved and adopted by each REMIF member entity. Where eligibility for surviving dependents has been adopted, enrollment will be offered as follows: To a surviving spouse and eligible dependents of an active employee who had ten (10) years or more of continuous service with a member entity at the date of his or her death; who dies while still an employee of the member entity; and whose surviving spouse and eligible dependent children are enrolled at the time of death. Coverage may continue after the active employee's death for a covered spouse until such time as the covered spouse dies or remarries. Such benefits may also continue for the deceased employee's covered eligible dependent children, but not beyond the twenty-sixth (26th) birthday of the dependent child. New dependents acquired by the survivor(s) shall not be eligible for coverage.

4. **Surviving Dependents of a Deceased Retiree** – Eligibility for coverage for surviving spouse and eligible dependents must be approved and adopted by each REMIF member entity. Where eligibility for surviving dependents has been adopted, enrollment will be offered as follows: To a covered spouse until such time as the covered spouse dies or remarries. To a covered eligible dependent up to the twenty-sixth (26) birthday of the dependent child. New dependents acquired by the survivor(s) shall not be eligible for coverage.
5. **Coordination of Benefits** – Benefits provided under this policy shall be coordinated with Medi-Care, Medi-Cal, and any similar program which is available to the retiree, and where similar programs are available to the retiree coverage provided under this policy shall be secondary to and coordinate with such other coverage.
6. **Late Enrollment** – There is no late enrollment. If an eligible retiree does not elect to enroll in REMIF retiree benefits at the time of retirement, he/she will not be allowed to enroll at a later time.
7. **Disenrollment** – If a retiree elects to disenroll from REMIF benefits, he/she will not be allowed to re-enroll at a later time.

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