

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

April 1, 202~~4~~² through June 30, 202~~5~~⁴

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Section I: PREAMBLE

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

Section II: RECOGNITION

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

The City recognizes as represented by the Association, the following classes of full-time employees:

1. Police Dispatcher II
2. Community Service Officer II
3. Police Officer
4. Police Sergeant
5. Administrative Assistant III
6. Records Clerk
7. Police Officer Trainee (Non-Sworn)

Section III: SOLE AGREEMENT

- A. This Agreement signed by the parties hereto, and approved by the City Council, supersedes all other Agreements between the parties on the items contained herein.
- B. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained within this Agreement. However, if during this term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the City Manager for the City and the Association, and when approved by the City Council. Any such changes validly made shall become a part of this Agreement and subject to its terms.

- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section IV: CITY RIGHTS

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

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

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

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

Section V: MINIMUM AGE

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

Section VI: ASSOCIATION RIGHTS

1. Bulletin Boards

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

2. Dues Deduction

Upon formal acknowledgement by the City of a Recognized Employee Organization as defined in Resolution 2007-04, A Resolution of the City Council of the City of Fortuna Establishing Policies Governing Employer-Employee Relations, such Recognized Employee Organization may be provided payroll deductions of membership dues upon written authorization of the

individual employee on a form provided and maintained by the Association... The City shall make any such authorized employee deductions based on certification from the Association and provide reports of these transactions to the Association. The Association hereby agrees to indemnify, defend and hold harmless the City for any loss or damages, claims or causes of action arising from Association dues deductions pursuant to this agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be. In the event that any provision of the section is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the City will cease abiding by such provision.

Section VII: CONTRACT GRIEVANCE PROCEDURE

1. Grievance Procedure

- A. A grievance shall be considered as any matter for which appeal is not provided, or is prohibited, in the City of Fortuna Personnel Rules and Regulations, the Fortuna Municipal Code, or in this MOU concerning:
 - 1. A claimed violation or non-compliance with the provisions of this MOU.
 - 2. A dispute about the interpretation or application of any City ordinance, rule or regulation governing personnel practices or working conditions.
 - 3. A dispute about the practical consequences of a City decision on hours and other terms and conditions of employment.

- B. The following matters are specifically excluded from the grievance procedure:
 - 1. All disciplinary actions (Refer to Rule XV Disciplinary Rules and Processes)
 - 2. The content of performance evaluations
 - 3. Layoff
 - 4. Transfer
 - 5. Denial of reinstatement
 - 6. Denial of a pay increase. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation
 - 7. Challenges to a reclassification, examination or appointment to position
 - 8. Management of the City generally, or issues of City or Department policy

9. Determination of the nature, necessity or organization of any service or activity conducted by the City, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs
 10. Methods of financing
 11. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force
 12. Determination of or change in the location, number of locations, relocations and types of operations, processes or materials to be used in carrying out City functions
 13. Determination of work assignments and schedules
 14. Determination of productivity or performance programs and standards
 15. Determination of standards, policies, and procedures for selection, training, and promotion of employees
 16. Establishment, implementation, and modification of Department organizations, supervisory assignments, chains of command, and reporting responsibilities
- C. The following are the steps to be taken by any employee who has a grievance. It should be noted that any employee who has a problem or a complaint should try to resolve the problem at the lowest level of management. This should be done through discussion with the employee's immediate supervisor.

Step 1

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

Step 2

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

Step 3

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

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

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

Section VIII: WAGES

1. *Wage Adjustments*

During the term of this ~~onetwo~~-year agreement, for all sworn Association employees currently employed by the City and scheduled for active patrol shifts as of July 1, 2024, except Police Sergeants the City offers a one-time retention stipend of \$7,500 to be paid in one lump sum. For all Association dispatchers, the City offers a one-time retention stipend of \$4,000 to paid in one lump sum. For all non-sworn Association members the City offers a one-time \$1,000 retention incentive to be paid in one lump sum.~~12%~~ In addition, the City offer all FPEA employees will receive a 3% increase to base pay as a Cost of Living Adjustment (COLA) Effective JulyApril 1, 20242). ~~Police Sergeants will receive a 16% increase to base pay as a COLA effective April 1, 2022.~~

~~The FPEA may reopen negotiations on Section VIII, subsection 1. Wage Adjustment if the City of Fortuna Sales Tax (including Measure E TUT) exceeds \$4.7 million for the fiscal year ending June 30, 2023.~~

2. *Bi-Weekly Payroll*

City employees shall be paid on a bi-weekly basis on Fridays.

3. *Longevity Pay*

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

Longevity pay will not be paid retroactively for work performed prior to July 1, 2024 for employees who have worked more than five years, but will be effective and paid as of July 1, 2024.

4. Night Shift Differential

For any employee who works a minimum of 4 scheduled hours between the hours of 7:00 pm and 7:00 am, excluding call outs, shall be paid an additional ~~seventy-five (.75) fifty~~ cents ~~(.50)~~ per hour, above regular hourly rate. If the employee worked any continuous hours prior to 7:00 pm or after 7:00 am and those hours are continuous to at least ~~(4)~~ four (4) hours worked after 7:00 pm or before 7:00 am, the employee shall be paid the additional ~~fifty~~ seventy-five cents ~~(.750)~~ per hour for all hours worked.

Section IX: INSURANCE

1. Health & Welfare

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

A. For the term July 1, 2024~~2~~ through June 30, 2025~~2~~, for all employees in the Police Employees representation unit, the employee contribution towards medical, dental, vision, life insurance, and employee assistance program shall be as follows:

| <u>2024-2025 MONTHLY COSTS</u> | <u>WITH \$250 DEDUCTIBLE</u> | | |
|--------------------------------|------------------------------|--------------------------|----------------------------------|
| | <u>Employee</u> | <u>Employee +1</u> | <u>Employee +2 (or more)</u> |
| - | | | |
| Medical- Anthem/Blue Cross | <u>\$1,075.00</u> | <u>\$2,252.00</u> | <u>\$3,215.00</u> |
| Vision-VSP | <u>18.20</u> | <u>18.20</u> | <u>18.20</u> |
| Dental-Ameritas | <u>56.84</u> | <u>96.20</u> | <u>143.20</u> |
| Life (10,000) | <u>1.65</u> | <u>1.65</u> | <u>1.65</u> |
| Employee Assistance Program | <u>2.84</u> | <u>2.84</u> | <u>2.84</u> |
| TOTAL INSURANCE COSTS | <u>\$1,154.53</u> | <u>\$2,370.89</u> | <u>\$3,380.89</u> |
| Amount paid by City | <u>\$993.29</u> | <u>\$2,033.09</u> | <u>\$2,898.65</u> |
| Amount paid by Employees | <u>\$161.24</u> | <u>\$337.80</u> | <u>\$482.24</u> |

A.B. Medical Premiums will be split between the City at 85% and the employee at 15%.

B.C. The City will provide a vision plan and a dental plan, through the Redwood Empire Municipal Insurance Fund (REMIF) for all represented employees. Vision and dental coverage are optional; however, if an employee declines the coverage the amount paid by the employee will stay the same.

~~C.D.~~ Life insurance is provided for full-time City employees under REMIF. The City contributes the premium for ten thousand dollars (\$10,000) term life insurance per employee.

~~D.E.~~ Cal Ore Life Flight benefits will be provided for FY 2024-25 for all full time benefitted employees and their household, ~~through the REMIF plan;~~ Employees that opt-out of medical coverage will also be provided Cal Ore Life Flight benefits at no additional cost.

~~E.F.~~ The City offers an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.

~~F.G.~~ The City will provide access to Aflac supplemental insurance options to all City employees. Premiums for supplemental insurance are to be paid by the employee and may be set up on a “pre-tax” payment schedule.

2. *Opting Out of Medical Coverage*

A. Under the following circumstances, an employee may decline medical coverage, and receive a stipend for opting out of coverage provided the following conditions are met:

1. The medical insurance plan must allow a full time employee to decline coverage, and the employee can meet all requirements for opting out of coverage.
2. The employee must provide written proof of other coverage.
3. All local, federal and state laws must be observed, as well as conditions of any contract into which the City has entered, or will enter; particularly the Section 125 plan the City has in place.

B. This MOU provides for employees to opt out of the medical insurance coverage and receive \$500.00 per month. In order to exercise this option, an employee must provide evidence of other insurance coverage provided by a member of his/her immediate family. If an employee does opt out, he/she will not be eligible to come back into the City plan until the next open enrollment period, or in the case of a qualifying event as stated in the medical insurance contract.

C. If an employee chooses to “opt out” of the medical coverage, the employee will still have the option to be covered for Vision and Dental only. The cost to the employee would be the minimum monthly contribution rate of \$50 single/\$75 Employee +1/\$100 Employee +2, respectively for both, as a package. The employee share for the Vision/Dental package will be deducted from the employee’s bi-weekly paycheck twice a month split in equal amounts if the employee chooses this option.

3. *State Disability Program and PORAC Long Term Disability Program*

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

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

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

Section X: HOLIDAY BENEFITS AND PAID LEAVES

1. Vacation

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

| Full Years of Service Completed by Employee | Vaction Earned |
|---|--------------------|
| 1 through 5 years | 80 Hours annually |
| 6 through 10 years | 120 Hour annually |
| 11 years and Over | 160 Hours annually |

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

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

2. Accrued Vacation/Sick Leave Records

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

again begin to accrue, on a prospective basis only, until the employee again reaches the maximum accumulation limit.

3. Annual Vacation Buyback Program

On an annual basis, the City agrees to allow those employees covered by this MOU to sell up to 90% of vacation hours accrued in one fiscal year. The minimum leave time that may be subject to the buyback is eight (8) hours. Vacation time may be sold back two times each fiscal year up to a maximum of 90% of what the employee accrues in a fiscal year. In order to participate in this program, the employee must return a form approved by management that is dated and signed. Payment will be made at the regular pay rate as of the date the form is submitted to the Finance Department. Vacation time paid pursuant to this provision shall be subtracted from the employee's accumulated vacation time balance. Upon separation, all unused accrued vacation leave shall be paid to the employee at his or her rate of pay.

4. Holidays

- A. The City agrees to pay all full-time regular employees in the Police Employees representation unit for twelve (12) holidays per year, in lieu of a day off. Recognized holidays are: –New Year's Day, the day observed as President's Day, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and any other day proclaimed by the Fortuna City Council as a public holiday, day of mourning or day of thanksgiving. Employees shall receive eight (8) hours of pay for a holiday.
- A. In addition to the 12 paid holidays referenced above, in lieu of providing paid holidays on Ceasar Chavez and Juneteenth, the City agrees to provide two (2) floating holidays for those employees covered by this MOU. Floating holidays will be accrued at the time the actual holidays occur. Floating holidays may be accrued but must be taken by the end of the fiscal year.
- B. All holidays will be paid at a rate of eight (8) hours of straight time in the pay period in which the holiday occurs or, at the employee's option, the holiday may be accrued as eight (8) hours of compensatory time off in lieu of pay. Such compensatory time off may be accrued up to one hundred sixty (160) hours to be taken at a later time as requested by the employee and approved by the Chief of Police as provided in Paragraph 29 of this MOU. rate of pay
- C. Employees may choose to receive all twelve days of holiday pay at one time on the first payday in December of each year for the holidays accrued during the preceding holiday year. The holiday year in this option starts with Christmas day and ends with the day after Thanksgiving. Once an employee elects to participate in this option, he/she must stay in the program for the entire holiday year. The payroll department must be notified in writing each year by December 25 if an employee wishes to participate in this option.

5. Sick Leave

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

~~A.B.~~ Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Sick leave may be used, with prior department head approval, for dental, eye, and doctor appointments.

~~B.C.~~ Employees who have accumulated four hundred eighty (480) or more hours of sick leave may on an annual basis convert any sick leave accumulated over four hundred eighty (480) hours to a payment at twenty-five percent (25%) of the value of said sick leave time over four hundred eighty (480) hours.

~~C.D.~~ In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor prior to, or within thirty (30) minutes after the time set for beginning his or her daily duties, or as may be otherwise specified by the employee's department head. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may result in disciplinary action.

6. Family Sick/Bereavement leave

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

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

B. An employee in the FPEA may be granted up to forty (40) hours bereavement leave with pay for each covered death. Bereavement leave is applicable when death occurs in the employee's immediate family. Such family shall include spouse, leagally registered ~~legally legally registered~~ domestic partner, parents, children, stepchildren, children of a legally registered ~~legally legally registered~~ domestic partner, grandparent, grandchild, brother, sister, mother/father-in-law, parent of a legally registered ~~legally legally registered~~ domestic partner, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or other person as approved by the Personnel Officer. Misuse of bereavement leave privileges is grounds for disciplinary action. The City Manager shall approve bereavement leave.

C. For purposes of this section, ~~legally~~ registered domestic partner means an individual as defined in Family Code section 297 et seq.

7. Lateral Hires

This section outlines the terms under which future lateral hires will be granted credit for vacation and longevity based on their previous service with a POST (Peace Officer Standards and Training) agency.

- **Lateral Hire:** An individual who is hired by The City of Fortuna after serving in a similar role with another POST-certified agency.
- **Vacation Credit:** The amount of paid time off granted to an employee based on their previous service time.
- **Longevity Credit:** Recognition of an employee's length of service at previous POST agencies for the purpose of salary progression and other benefits.

Lateral hires shall receive vacation credit per the City's vacation schedule below.

| <u>Full Years of Service Completed by Employee</u> | <u>Vaction Earned</u> |
|--|---------------------------|
| <u>1 through 5 years</u> | <u>80 Hours annually</u> |
| <u>6 through 10 years</u> | <u>120 Hour annually</u> |
| <u>11 years and Over</u> | <u>160 Hours annually</u> |

Lateral hires shall receive longevity credit commensurate with the total number of years in service with the lateral agency. Upon completion of five (5) years of continuous employment with a lateral agency, eligible employees shall receive five percent (5%) of base wage as longevity pay. Longevity pay may not be stacked to provide payment of greater than 5% of base wage.

Section XI: HOURS OF WORK AND OVERTIME

1. Work Period for Sworn Personnel

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

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

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

3-12 Plan – Seven (7) workdays 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 workdays.

For employees assigned to the School Resource Officer Position:

5-8 Plan – Five (5) workdays of eight (8) hour shifts in a workweek. One (1) week shall consist of five (5) consecutive workdays.

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

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

2. Work Period for Miscellaneous Personnel

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

3. FLSA 7(b) Work Period Overtime Exemption

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

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

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

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

- a.) 4-10 shift; four days per week, 10 hours days, and

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

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

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

4. Scheduling

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

- E. Shift rotation will occur in the months of January, April, July, and October at the start of a work period. The applicable work period will be determined by the Chief of Police and the scheduling supervisor to be the least disruptive, ensure police coverage of services and provide uninterrupted 80-hour work periods. Shift change may require an employee to work more than five (5) consecutive days because of changes in scheduled days off.

- F. Additionally during the Shift Rotation process when an employee rotates from a night shift to an immediate day shift, a day off must be initiated as the employee cannot work 24 hours straight. The employees affected by this rotation would not meet their 80 hour work period so in order to resolve this, the scheduling supervisor will determine and will make scheduling adjustments to insure the employee will work 80 hours in the work period. This can be accomplished by adjusting work hours or by providing the employee the day off and an alternative day, which will meet the Department's needs, will be selected from the employee's days off during the same work period. If the scheduling supervisor determines there is adequate shift coverage then the affected employee may be offered the opportunity to utilize compensatory time or vacation time to fulfill the 80 hours in the work period.

5. Seniority

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

6. Overtime Definition

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

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

7. Rate Of Overtime

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

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

8. Overtime for Court / Meetings / Call Back

- A. General provisions applicable to court time:

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

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

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

- B. Employees covered by this MOU will not be allowed to come in to work on a scheduled day off or while on paid leave if it would incur overtime, unless approved by the Police Chief or his designee.
- C. Employees who attend the Semi-Annual Department meetings held in July and December, during off duty hours, will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's rate of pay.
- D. Management Employees (Sergeants) who must attend the monthly management meetings during off duty hours will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's rate of pay unless the meeting is held contiguous to the employee's regular shift, then it will be paid as actual time worked.
- E. All Additional Staff Meetings, Training (including monthly K-9 training) or Range resulting in overtime will be calculated on actual hours worked at the rate of one and one-half (1.5) times the employee's rate of pay thereafter. No Minimum.

F. Sworn Employees:

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

G. Non-Sworn Employees:

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

9. Shift Trading

Employees may trade shifts if:

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

10. Accumulation Of Compensatory Time Off (CTO)

- A. All overtime worked shall, at the option of the employee, be either paid out in a paycheck at one and one-half (1.5) times the employee's rate of pay or shall be accumulated as compensatory time off at the rate of one and one-half (1.5) times each overtime hour worked up to a maximum of one hundred sixty (160) hours to be taken off at a later time as designated by the employee, with the approval of the Chief of Police or his designee;
- B. Any employee who exceeds the CTO cap will automatically receive payment of any overage on the next regular payday. Employees who are at or above the cap at the time this agreement is adopted will be allowed to maintain all accumulated compensatory time, but will not accrue additional time until they fall below the cap.
- C. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City as determined by the Chief of Police or his/her designee. Compensatory time off shall be taken in quarter-hour increments.
- D. Per 29 C.F.R 553.21, upon separation of employment with the City, the employee shall be paid for the unused time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of employee's employment; or (2) the final regular rate received by such employee, whichever is higher.
- E. Banked CTO time may be sold back once each quarter up to a maximum of 160 hours on the next regular payday provided the request is made at least one (1) week prior to such payday.

Section XII: OTHER PAY

1. Uniforms

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

| | |
|-------------------------------|--|
| Police Officers and Sergeants | \$1,000 per year for term of agreement |
| Community Service Officer II* | \$1,000 per year for term of agreement |
| Police Dispatcher II | \$600 per year for term of agreement |
| Records Clerk | \$600 per year for term of agreement |
| Administrative Assistant III | \$600 per year for term of agreement |

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

The City agrees to purchase uniforms for employees at the time of hire in lieu of paying the first year's uniform allowance.

2. Safety Equipment

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

3. Field Training Officers

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

4. Sergeant Assigned to Supervise Dispatch

The City agrees to pay \$3,250 per year (added to base rate) to a Sergeant to supervise dispatch as specifically assigned by the Chief of Police.

5. K-9 Officers

The City will pay the K-9 Officer a \$6,000 annual stipend paid out proportionately per paycheck each Fiscal Year.

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

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

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

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

6. Problem Oriented Policing Unit (POP) & Detective

The City agrees to pay a 5% incentive (added to base wage) for officers assigned to the POP Officer and Detective positions.

7. Drug Task Force Officer

The City agrees to pay a 5% incentive (added to base wage) for officers assigned to the Humboldt County Drug Task Force provided the salary for the position is funded by a Humboldt County tax measure.

8. School Resources Officer

The City agrees to pay a 5% incentive (added to base wage) for officers assigned to the School Resources Officer provided the salary for the position is funded by a Humboldt County tax measure.

9. Out of Classification Differential Pay

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

10. Communications Training Dispatcher Pay

The City agrees to pay dispatchers 5% of base pay as an incentive for hours worked while training new dispatchers when specifically assigned by the Chief of Police.

11. Cross Training Incentive Pay

The City agrees to pay the Administrative Assistant III, Records Clerk and Community Services Officer 3% of base pay as an incentive to obtain certification to dispatch to provide relief shifts

when required. To qualify for the incentive, the employee must be scheduled a minimum annual dispatch coverage of 40 hours.

H-12. Achievement Incentives

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

, or

| | Intermediate POST | Advanced POST | Supervisory POST |
|----------------------|-------------------|---------------|------------------|
| Police Officer | \$3,300/year, or | \$6,600/year | |
| Sergeant | \$3,950/year, or | \$7,900/year | \$2,800/year |
| Police Dispatcher II | \$900/year, or | \$1,800/year | |

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

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

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

12-13. Residency Incentive

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

13-14. Bilingual Incentive

City agrees to pay \$100/month for employees that meet minimum standards for a second language (approved by City Manager and Police Chief) with proper certification/verification. Any costs incurred related to obtaining the Bilingual incentive including but not limited to travel, training and test materials shall be the employees responsibility.

14-15. Employee Use of Park & Recreation Programs

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

- President's Week – 4 days
- Spring Break – 5 days

- Summer Fun/Kidde Kamp – 10 weeks
- Thanksgiving Week – 3 days
- Winter Break – up to 8 days
- Public Skating at the Firemen’s Pavilion in Rohner Park
- Youth Basketball
- Basketball Camp

B. Children of employees of the City of Fortuna may attend the summer and holiday programs the Parks & Recreation Department offer free of charge. Employee’s must enroll their Children during the designated employee enrollment period, which will open to employees prior to the enrollment period for the general public. If employee’s enroll their children after the designated employee enrollment period, the employee’s children may be subject a waitlist while employees are working between the program hours of 7:30 a.m. — 5:30pm.

~~C. Children are able to attend these programs *only* if the City employee is working. The exception will be for Police Department employees who work the graveyard shift; their children may attend the program during hours following their shift.~~

~~D. If the employee has taken the day off regular fees will apply~~

~~E. The following programs are offered to City Employees at half price:~~

- ~~• Youth Basketball~~
- ~~• Basketball Camp~~

15.16. Education and Training Reimbursement

A. As an incentive to employee education and training, the City will reimburse employees one time for successful completion of certain coursework and exams related to their employment with the City. Reimbursements must be pre-approved by the Department Head and City Manager, and reimbursement will be given following the satisfactory completion of the course and/or exam. Books and reusable materials will become the property of the City and will be made available for use by other employees.

B. In order to assist employees who may not be financially able to bear the costs while waiting for reimbursement, the City Manager may approve an employee’s written request to prepay costs associated with approved education and training. These costs will be paid only one time per class, test, or related education and training, regardless of whether the employee passes or fails. If any employee does not pass, the cost for any subsequent attempts for the same class, test or related education and training will be paid by the employee.

16.17. Per Diem and Reimbursements for Travel

- A. Per the City's adopted Travel Policy, prior to travel
- Non-elected or appointed City employees must obtain approval from an authorized Department Head or City Manager in advance of travel for City business.
 - The City's Travel Authorization Form must be used to obtain and document approval of each trip prior to travel. The Travel Authorization form is required to approve and document estimated expenses and reimbursements associated with travel.
 - The City will pay for an employee's meals for business travel, including tax, and tips at the per diem rate established by the General Services Administration (GSA) for the area in which travel occurs.
 - Receipts are not required to request per diem. Reimbursement should be requested by use of a Travel Request form prior to departure but can be submitted after the fact. If submitted after the fact, the employee will have to use their own out of pocket funds for meal expenses and will be reimbursed in the next regularly scheduled check run.
- B. There will be no meal reimbursements or stipends, including local training, outside of the current adopted Travel Policy.

17.18. Retirement System

Non-sworn employees (PERS Local Miscellaneous Members) Retirement Formulas:

- A. If employed on or after January 1, 2013, AND a "New" PERS member (*New member as defined by PERS*), employee shall receive the 2%@62 (Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. For the 2% @ 62 formulas the employee contribution is paid by the employee and will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.
- B. If employed on or after March 1, 2012, AND a "Classic" PERS member (*Classic member as defined by PERS*), employee shall receive the 2%@55 (Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The employee pays the 7% employee contribution.
- C. If employed prior to March 1, 2012, employee shall receive the 2.7%@55 (Full) PERS retirement formula, with the final compensation defined as the single highest year. The employee pays the 8% employee contribution.

Sworn Employees (PERS Local Safety Members) Retirement Formulas:

- A. If employed on or after January 1, 2013, AND a "New" PERS member (New member as defined by PERS), employee shall receive the 2.7%@57 (Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. For the 2.7 % @ 57 formulas the employee contribution is paid

by the employee and will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.

- B. If employed on or after March 1, 2012, AND a “Classic” PERS member (Classic member as defined by PERS), employee shall receive the 3% @55 (Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The employee pays the 9% employee contribution.
- C. If employed prior to June 24, 2012, employee shall receive the 3% @50 (Modified) PERS retirement formula, with the final compensation defined as the single highest year. The employee pays the 9% employee contribution.
- D. The City agrees to provide PERS "1959 Survivor Benefits, Third Level" for represented safety employees. Safety employees shall pay for this benefit.

Section XIII: MISCELLANEOUS

1. Personnel Evaluations

- A. For probationary employees, a performance evaluation is required, at a minimum, every six months.
- B. Permanent employees shall be evaluated annually from the anniversary date of original hiring or current position.
- C. If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation, which shall be kept in the employee’s personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.
- D. A special employee performance evaluation may be done at any time to recognize exceptional, marginally acceptable, or unacceptable performance but would not be attached to a pay increase.

2. Citizen Complaints

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

- A. Except in cases of emergency, whenever requested by the officer under investigation and prior to any interrogation based on a citizen's complaint that may lead to punitive action, the officer shall be provided with a statement, in writing, containing the nature and circumstances of the complaint.
- B. Findings will be made on any citizen's complaint within one hundred twenty (120) days of the date the complaint is received and the Chief of Police will take such actions as are within his power within said one hundred twenty (120) days.

3. Use of Reserve Officers

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

4. Personnel Rules

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

5. Fair Labor Standards Act

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

6. Layoffs

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

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

7. Maintenance of Operations

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

8. No Strike and Lockout

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

9. Waiver Clause

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

10. Full Understanding and Modification

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

11. Term of Agreement

This agreement shall be effective from ~~July April~~-1, 2024~~2~~ and shall continue in effect through June 30, 2025~~4~~.

12. Notification Procedure

The Association will notify the City by November 15, 202~~4~~³ of its intent to open contract meet and confer sessions for the following fiscal year. Absent notification, the existing Agreement will remain in effect until June 30, 202~~5~~⁴. The City may reopen contract meeting and conferring if necessary.

13. Savings Clause

If any section or subsection of this Agreement should be found invalid, unlawful or unenforceable because of any existing or subsequently enacted legislation or by judicial authority, all other sections or subsections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any section or subsection of this Agreement, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring over said section or subsection.

City of Fortuna

Fortuna Police Employees Association

Amy Nilsen,
Interim City Manager,
Chief Labor Negotiator

Date

Dennis Stevens, President

Date

Siana L. Emmons
CityClerk/HR Director

Date