

Between the CITY OF SCOTTS VALLEY and the
SCOTTS VALLEY POLICE SUPERVISORS ASSOCIATION

JULY 1, 2021 – JUNE 30, 2024



TABLE OF CONTENTS

	Page
1.00 ASSOCIATION RECOGNITION.....	1
1.01 Recognition of Association.....	1
1.02 Notice of Recognized Association	1
1.03 Payroll Deduction and Pay Over.....	1
1.04 Association Dues, Initiation Fees and Credit Union Share Contribution	2
1.05 Indemnification.....	3
1.06 Bulletin Boards.....	3
1.07 Use of Employer Facilities	4
1.08 Job Contacts.....	4
1.09 Bargaining Committee	4
1.10 Alternative Locations.....	4
2.00 HIRING PROVISIONS.....	4
2.01 Non-Discrimination	4
2.02 Employment.....	5
3.00 PAYMENTS.....	5
3.01 Items Not Covered by Agreement.....	5
3.02 New Job Classifications	5
3.03 Lieutenant Position	5
4.00 HOURS OF WORK, SHIFT, SCHEDULES AND REST PERIODS	5
4.01 Work Schedule and Departmental Shift Change	5
4.02 Hours of Work.....	6
4.03 Voice Mail / Email	7
4.04 Rest Periods	7
5.00 OVERTIME.....	7
5.01 Regular Work Schedule Requirement	7
5.02 Authorization of Overtime	7
5.03 Definition of Overtime	7
5.04 Payment of Overtime	8
5.05 Definition of Hourly Rate.....	8
5.06 Fractions of Less than Eight (8) Minutes.....	8
5.07 Compensatory Time Off ("CTO")	8
5.08 Shift Adjustments.....	9
6.00 HEALTH AND SAFETY	9
6.01 Health and Safety - Equipment.....	9
6.02 Equipment.....	10
7.00 UNIFORMS	10

TABLE OF CONTENTS
(continued)

	Page
8.00 HOLIDAYS	11
9.00 HEALTH AND WELFARE BENEFITS	11
9.01 PERS Medical Plan	12
9.02 Section 125 Plan.....	13
9.03 Dental and Vision.....	14
9.04 Deductibles	14
9.05 Long-Term Disability Insurance	14
9.06 Association member employee Retiree Medical Coverage Program	14
9.07 Life Insurance	16
9.08 Joint Committee for Health Care Cost Containment	16
10.00 CALL-BACK PAY	16
11.00 COURT APPEARANCE	17
12.00 STANDBY PAY	17
12.01 On-Call Pay	17
13.00 ADDITIONAL COMPENSATION	17
13.01 Temporary Assignment to Higher Level.....	17
13.02 Designation of Bilingual Position.....	18
13.03 Daylight Savings Time	18
13.04 POST Incentive Compensation.....	18
13.05 Mileage Allowance	18
13.06 Assignment Differential	18
13.07 Canine Officer Differential.....	19
13.08 FTO Pay	19
13.09 Stacking of Incentives.....	19
14.00 LEAVE OF ABSENCE.....	19
14.01 Other Leave Without Pay.....	19
14.02 Outside Employment.....	20
14.03 Military Leave.....	20
14.04 Leave for Jury Duty.....	20
14.05 Maternity Leave	20
14.06 Paternity Leave.....	20
14.07 Bereavement Leave.....	21
14.08 Administrative Leave.....	21
15.00 VACATION	21
15.01 Vacation.....	21
15.02 Vacation Accrual.....	22
15.03 Effect of Absence on Continuous Service.....	22

TABLE OF CONTENTS
(continued)

	Page
15.04 Vacation Scheduling	22
15.05 Rate of Vacation Pay	23
15.06 Vacation Request Notification	23
15.07 Vacation Buy-back	23
16.00 SICK LEAVE.....	23
16.01 Definition of Sick Leave	23
16.02 Exclusion of Self-Inflicted Injury	23
16.03 Industrial Sick Leave.....	24
16.04 Amount and Duration of Payment.....	24
16.05 Denial of Payment	24
16.06 Employees Excluded	25
16.07 Cumulative Sick Leave Plan	25
16.08 Medical Report.....	25
16.09 Emergency Leave: Sickness in Immediate Family.....	25
16.10 Sick Leave Compensation on Termination	25
16.11 Personal Leave.....	26
16.12 State Disability Insurance	26
17.00 WAGES	26
18.00 GRIEVANCE PROCEDURES	27
18.01 Effect of Failure of Timely Action	28
18.02 Limitation on Stale Grievances	28
18.03 Exclusion of Non-Recognized Organizations.....	28
19.00 SAVINGS CLAUSE	28
20.00 ENACTMENT	28
21.00 PEACE OFFICERS BILL OF RIGHTS	28
22.00 DEPARTMENT VEHICLES AND EQUIPMENT	29
22.01 Definition of Vehicles	29
22.02 Repairs	29
22.03 Unsafe Vehicles.....	29
22.04 Claims - Unsafe Vehicles.....	29
22.05 Vehicle Maintenance.....	29
22.06 Vehicle Equipment.....	29
22.07 Mileage	29
22.08 Vehicle Equipment Determination.....	30
23.00 VOLUNTARY EDUCATIONAL INCENTIVE PROGRAM.....	30
23.01 Definition and Purpose.....	30

TABLE OF CONTENTS
(continued)

	Page
23.02 Objectives	30
23.03 Procedures for Establishing Educational Incentive Pay	30
23.04 Eligibility	30
23.05 Education Committee.....	30
23.06 Certification.....	31
23.07 Effective Date	31
23.08 Educational Incentive Pay.....	31
23.09 Course Reimbursement.....	31
24.00 RETIREMENT	32
25.00 LAYOFF POLICY	33
25.01 Layoffs	33
25.02 Order.....	33
25.03 Seniority.....	33
25.04 Special Skills.....	33
25.05 Association President	33
25.06 Notification	33
26.00 MANAGEMENT RIGHTS	34
27.00 PEACEFUL PERFORMANCE.....	34
28.00 STAY WELL PLAN.....	34
29.00 TERM OF AGREEMENT.....	35
30.00 ENTIRE AGREEMENT.....	36

MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY POLICE SUPERVISORS ASSOCIATION

July 1, 2021 – June 30, 2024

This **Memorandum of Understanding**, (the "Agreement") is made and entered into this 16th day of June, 2021, by and between the Scotts Valley Police Supervisors Association, hereinafter referred to as "Association," and the City of Scotts Valley, hereinafter referred to as "City," for and on behalf of its representative classification hereinafter identified.

1.00 ASSOCIATION RECOGNITION

Rights and Security.

1.01 Recognition of Association

The City hereby recognizes the Association as the exclusive collective bargaining agent for classifications of Police Lieutenant, Police Sergeants and Police Services Supervisor (collectively referred to as "the Association").

1.02 Notice of Recognized Association

The Police Department ("Department") shall give written notice to persons newly employed in the classifications set out in Section 1.01, which shall contain the name and address of the Association as the organization recognized by the City as the exclusive bargaining agent for the Association. The City will direct all inquiries from employees about Association membership or dues deduction to the Association or Association's designated agent.

1.03 Payroll Deduction and Pay Over

The City shall deduct Association dues, initiation fees, PORAC, Credit Union Share Contribution and premiums for approved insurance programs from employees' pay in conformance with State, Federal, and local regulations from the monthly pay of each Association member employee. The Association will provide the City with information regarding the amount of dues deductions and the list of Association member employees who have affirmatively consented to or authorized dues deductions. The City shall remit the deducted dues and any other mutually agreed payroll deductions, to the extent permitted by law, to the Association as soon as possible after the deduction.

The Association is responsible for providing the City with timely information regarding changes to Association member employees' dues and any other lawful Association-related payroll deduction.

The City agrees to direct each Association member employee to the Association with regard to any questions or concerns related to membership dues, or any other mutually agreed payroll deduction, to the extent permitted by law.

1.04 Association Dues, Initiation Fees and Credit Union Share Contribution

1.04.01 Dues and Initiation Fees and Association Certification

The City shall make payroll deductions in reliance on the Association's certification that the Association has, and will, maintain an authorization signed by each Association member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any Association member employees in reliance on the information provided by the Association. The City shall not request the Association to provide a copy of any Association member employees' authorization unless a dispute arises about the existence or terms of the authorization. The Association shall notify the City immediately in writing of any changes to the list of employees from which deductions shall be taken.

1.04.02 Credit Union Share Contributions

In addition, the City agrees to deduct credit union share contributions and to transmit these deductions to the employee's applicable credit union at the employee's request. Such deduction(s) shall be authorized by signature on a proper assignment form.

1.04.03 PORAC Dues

At the request of the Members, City agrees to deduct and send deducted quarterly dues to the Peace Officers Research Association ("PORAC") headquarters for the general membership and to the PORAC Legal Defense Fund ("LDF"). Payments to PORAC and LDF are voluntary and deductions shall be made only for those Members who have executed a proper deduction authorization form and presented it to the Chief of Police. Once the form is received, deductions will commence. Members should present forms to the Chief as soon as possible. Payments will be made concurrently with and only in the amount of authorized deductions.

1.05 Indemnification

The Association shall indemnify, defend, protect, and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses (including but not limited to reasonable attorneys' fees and court costs) arising from the application of provisions under Section 1.03, including but not limited to, any claims made by any Association member employees for the membership dues deductions the City made in reliance on the Association's certification and any claims made by any Association member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association, provided that the City promptly notify the Association of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inaction. However, the Union shall have the exclusive right to direct counsel, control the defence of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed—on the premise and condition that the Union shall fully compensate for any monetary loss to the City based on the Union's determination, if any.

1.06 Bulletin Boards

Reasonable space shall be allowed on bulletin boards as specified by the Chief of Police for use by the Association to communicate with represented employees. Material shall be posted on the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with City employees. The City will post employment solicitations for police positions; however, Association shall maintain notices while they remain on the bulletin board and shall be responsible for their removal in a timely fashion. All posted material shall bear the identity of the sponsor, be neatly displayed and be removed when no longer timely.

1.07 Use of Employer Facilities

City facilities may be made available upon timely application for use by Association member employees. Application for such use shall be made to the management person under whose control the facility is placed.

1.08 Job Contacts

Any authorized representative of the Association shall have the right to contact individual Association member employees working within the Association in City facilities during business hours on matters within the scope of representation, providing prior arrangements have been made for each contact with the Chief of Police or the Chief's designated representative who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved or the Department.

1.09 Bargaining Committee

Members of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. No more than two (2) Members at a time may absent themselves from work for this purpose. Off-duty personnel participating in negotiations are not authorized compensation for this time. Members of Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. Adequate levels of police protection shall be maintained at all times.

1.10 Alternative Locations

When contact and bargaining on the work location is precluded by reason of confidentiality of records, work situations, health and safety of employees, the public, or disturbance to others, the Chief of Police or the Chief's representative shall have the right to make other arrangements for a contact location removed from the work area.

2.00 HIRING PROVISIONS

2.01 Non-Discrimination

There shall be no discrimination because of a person's political, or Union affiliation or belief, non-affiliation or non-belief, ancestry, age (40 and above), color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes use and

possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law, race, religion (includes religious dress and grooming practices) sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions, or sexual orientation.

2.02 Employment

The City shall not discipline, discharge or otherwise discriminate against any Association member employee for any Association activity which does not interfere with the proper performance of that employee's work.

3.00 PAYMENTS

3.01 Items Not Covered by Agreement

Existing wages, hours and other terms and conditions of employment including fringe benefits not changed, modified or specifically referenced in this Agreement and not inconsistent with the terms and conditions of this Agreement shall remain in full force and effect during the term of this Agreement.

3.02 New Job Classifications

If an Association member employee covered by this Agreement is assigned work of a substantially new or different nature so as to constitute a new job classification, the City and the Association will negotiate the wage rate applicable to the new classification.

3.03 Lieutenant Position

The filling of the Lieutenant position will be at the sole discretion of the City. The position is exempt from all other forms of salary, including longevity, and holiday pay except as otherwise expressly provided in this Agreement. The position will receive City holidays off with pay, but will be exempt from all overtime compensation.

4.00 HOURS OF WORK, SHIFT, SCHEDULES AND REST PERIODS

4.01 Work Schedule and Departmental Shift Change

The Chief of Police has implemented a 3/12 work schedule for the patrol division.

The Chief of Police will designate the schedule that FTO's and their trainees will work.

The Chief of Police or the Chief's designated representative shall prepare a schedule showing the hours each Association member employee is to work. Except under unforeseeable circumstances, the Chief of Police shall make every reasonable effort to assure that no Association member employee shall have more than one shift change in any calendar month. Whenever shift changes are required, it shall not result in a reduction in salary where overtime is actually worked.

The normal working hours for each detective sergeant shall be from 0800 to 1700 with one hour for lunch. In the event a detective sergeant is called to duty during his/her lunch hour, it shall be that employee's option to leave work one hour early unless the employee's supervisor determines that it is necessary for the operations of the department for the employee to continue to work in which event the employee shall receive overtime pay for the lost lunch period. Staggered lunches will not be required.

The Lieutenant position shall be exempt from this provision.

4.02 Hours of Work

Hours of work for patrol sergeants will be twelve (12) hours per shift. For patrol personnel, the normal work period for the purpose of calculating overtime will be twenty-eight (28) days. For all other personnel, the normal work period for calculating overtime will be seven (7) days. The normal work week for employees other than patrol will be forty (40) hours.

For the detective sergeant, hours of work include paid holidays. The work week for all other personnel shall begin on Friday at 2400 hours and end on the following Friday at 2400 hours.

The City may elect to use a 28-day work cycle for patrol division under the 7(k) exemptions contained in the Fair Labor Standards Act (FLSA). All hours worked shall be compensated at the straight hourly rate (Section 5.05) provided that i) hours of work in excess of one hundred seventy-one (171) per each twenty-eight (28) day work period will be considered overtime for patrol personnel, and ii) hours of work in excess of forty (40) hours per each seven (7) day work period will be considered overtime for all other employees. All overtime hours will be compensated pursuant to the provisions of Section 5.04 of this Agreement.

The Services Supervisor works from 8 a.m. to 5 p.m. and has a one hour lunch break. The Services Supervisor is off for holidays.

The Lieutenant position shall be exempt from all overtime compensation.

4.03 Voice Mail / Email

All employees are required to check their voice mail and email at least once daily on scheduled work days. Employees are not required to check voice mail and email during vacation leave. Employees are required to telephonically respond to text messages on non-scheduled work days but will not be entitled to on-call pay.

4.04 Rest Periods

Each Association member employee on the 3/12 plan will have three (3) fifteen (15) minute breaks that will be scheduled throughout the work day. Rest breaks will not be scheduled during the first or last hour of any period of work. Each employee will be granted a forty-five (45) minute lunch break close to the middle of the employee's shift. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods voluntarily not taken. There is no obligation upon the City to provide facilities for refreshments during the rest periods, or for procurement thereof.

5.00 OVERTIME

5.01 Regular Work Schedule Requirement

The Department shall prepare a schedule designating the hours each employee shall work. Work for the City by an employee at time other than those so scheduled shall be approved in advance by the Chief of Police or the Chief's designated representative.

5.02 Authorization of Overtime

No employee (excluding Lieutenants) shall receive compensation for overtime in cash, in time off or a combination thereof, unless such overtime work has been approved by the Chief of Police or the Chief's designated representative as set forth above.

The Lieutenant position shall be exempt from all overtime compensation.

5.03 Definition of Overtime

For the purposes of the 3/12 work schedule, all overtime work for patrol will be defined as all work performed in excess of one hundred and seventy-one (171) hours in an established twenty-eight (28) day work period. For employees other than patrol personnel, all overtime work will be defined as all work performed pursuant to Section 4.01 and 4.02 in excess of forty (40) hours for each seven (7) day work period.

For all employees on the 3/12 work schedule, all work performed does not include the eight (8) hours of holidays paid (whether they work on those holidays or not) and does not include the four (4) hours of additional holiday hours paid to employees who work on holidays as provided elsewhere in this Agreement.

5.04 Payment of Overtime

For patrol personnel, all hours in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work period will be paid in accordance with the FLSA and the settlement agreement between the City and Association dated May 8, 2020. For all other employees, all overtime work will be compensated at the rate of one and one-half (1.5) times the hourly rate after forty (40) hours in any work week. All paid time off will be considered time worked in determining overtime, except that for employees on the 3/12 work schedule, both the eight (8) or ten (10) hours of holiday paid to employees (whether they work holidays or not) and the four (4) hours or pro-rated hours of additional holiday hours paid to employees who do work holidays other than the floating holiday will not be considered time worked in determining overtime.

5.05 Definition of Hourly Rate

For purposes of this section, hourly rate shall be defined as follows:

- For employees assigned to the patrol division, Base Monthly Pay times (12) months, divided by 2,184 hours (per year) equals hourly rate.
- For all other employees, Base Monthly Pay times (12) months, divided by 2,080 hours (per year) equals hourly rate.

The Lieutenant position shall be exempt from this provision.

5.06 Fractions of Less than Eight (8) Minutes

No overtime payment shall be allowed for any period of less than eight (8) minutes, and fractions of less than eight (8) minutes worked shall not be considered overtime and may not be accumulated in order to total more than eight (8) minutes or more.

5.07 Compensatory Time Off ("CTO")

At the sole option of an Association member employee CTO may be accrued in lieu of monetary compensation for overtime and is earned at a rate of one and one-half (1.5) times the hourly rate up to the maximum CTO accruals established herein.

All employees may accrue CTO in lieu of monetary compensation for overtime to a maximum of eighty-four (84) hours. Such CTO may be replenished during the year up to the eighty-four (84) hour maximum. The timing of taking the CTO shall be determined by the Division Captain considering the employee's preference.

CTO may be granted with a two (2) pay period notice at the discretion of the supervisor. Supervisors are not precluded from granting CTO with a shorter notice if the needs of the Department will allow this time off. CTO will not be approved if it creates undue disruption to cover the absence from the requested CTO.

Any accrued and unused CTO will be cashed out in the last paycheck of the calendar year.

The Lieutenant position shall be exempt from this provision.

5.08 Shift Adjustments

If the department intends to adjust an employee's shift due to overtime worked on a shift, the employee's supervisor must notify him of the intended shift adjustment on the day before the adjustment occurs. Such notice shall be given by the end of the employee's shift.

For patrol personnel, all shift adjustments shall be made within the twenty-eight (28) day work period. For all other employees, all shift adjustments shall be made within a forty (40) hour work week. All shift adjustments will be completed at the time that the change in the shift is made. Except for unforeseeable circumstances, the Chief of Police shall make every effort to assure that no Association member employee shall have more than one shift adjustment occur during a pay period.

6.00 HEALTH AND SAFETY

6.01 Health and Safety - Equipment

City shall comply with all applicable State and Federal Safety Regulations and shall furnish all safety equipment required by law or deemed necessary by the Chief of Police to all employees as appropriate. At the commencement of employment, each Association member employee shall be provided safety equipment by the City as follows:

One (1) belt for slacks

One (1) leather duty belt with: holster, double magazine holder, double handcuff case, O.C. spray holder, baton ring, key ring, four (4) keepers, belt buckle

One (1) semiautomatic handgun with three magazines and duty ammunition sufficient for the capacity of a full loaded pistol and three magazines

- One (1) O.C. spray canister
- One (1) soft body armor ballistic vest, replaced every five years
- Two (2) pair of handcuffs with keys
- One (1) baton
- One (1) police flashlight

6.02 Equipment

City shall provide all equipment deemed essential by the Chief of Police to complete assigned duties.

7.00 UNIFORMS

At the commencement of employment, each employee shall be provided uniforms by the City as follows:

Lieutenants and Sergeants:

- One (1) uniform hat and hat piece
- Three (3) uniform shirts, long or short sleeve
- Three (3) uniform slacks
- One (1) uniform duty jacket
- One (1) uniform dress jacket
- Patches as required for above uniforms
- One (1) name tag for uniform shirt
- One (1) name tag for uniform jacket
- One (1) complete set of rain gear and rain boots
- Two (2) B.D.U. uniforms
- One (1) duty badge
- One (1) off-duty badge and badge wallet

Services Supervisor:

The City agrees to maintain any required uniform for the Services Supervisor.

During the course of employment, the City shall replace uniforms, at no cost to the employee, at the discretion of the Chief of Police. The City further agrees to establish an account at a local dry cleaners to clean and maintain said uniforms at no cost to the employee. All above uniform costs shall be subject to the applicable public retirement rate as required by the Public Employees Retirement System (PERS) regulations.

For the detective sergeant only, City will pay to clean clothes soiled as a result of a work-related incident, with the approval of the Chief of Police or designee. This cost will be paid through the City's local dry cleaners account.

8.00 HOLIDAYS

All employees on the 3/12 work schedule will receive eight (8) hours of straight time as compensation in lieu of paid holidays for each holiday other than the floating holiday and ten (10) hours of straight time as compensation in lieu of the paid floating holiday. One twelfth (1/12) of the annual aggregate in lieu compensation shall be paid for each calendar month of employment. This compensation shall be received in equal monthly increments. In addition, any Association member employee on the 3/12 work schedule who works a twelve (12) hour shift on a City recognized holiday other than the floating holiday will receive an additional four (4) hours of pay at straight time in addition to regular pay for the day worked. Any Association member employee on the 3/12 work schedule who works less than twelve (12) hours on a City recognized holiday other than the floating holiday will receive pro-rated straight time holiday pay.

Each Association member employee of the bargaining unit who is assigned as a detective shall be entitled to the following holidays and receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on the following Monday.

- A. First day of January
- B. Third Monday in January - Dr. Martin Luther King Jr. Day
- C. Third Monday in February - Presidents Day
- D. Last Monday in May - Memorial Day
- E. July 4th
- F. First Monday in September - Labor Day
- G. Second Monday in October - Columbus Day
- H. November 11 - Veterans Day
- I. Thanksgiving Day
- J. The day following Thanksgiving Day
- K. The day preceding Christmas
- L. Christmas Day
- M. The Day preceding New Year's Day
- N. One floating holiday per fiscal year. Employees must use the floating holiday for that fiscal year
- O. Every day appointed by the President of the United States, or the Governor of the State of California or the City Council for a public fast, thanksgiving or holiday.

Detectives, sergeants, and lieutenants shall take Holidays and shall be paid for those days off.

9.00 HEALTH AND WELFARE BENEFITS

Health and Welfare Benefits

9.01 PERS Medical Plan

9.01.01 Cafeteria Plan

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan).

9.01.02 City Contribution

- a. From July 1, 2021 to December 31, 2021, the City will continue to contribute to the cafeteria plan up to the PERS Choice rate, minus the Government Code Section 22825 contribution. However, for employees choosing the PERS Choice or PORAC plans, the City shall contribute the PERS Choice or PORAC rate plus 50% of the difference between the PERS Choice or PORAC rates and the PERS HMO rate to be used in the cafeteria plan.
- b. The City shall also pay administrative fees and contingency reserve fund assessments, if any.
- c. Beginning January 1, 2022, the City will contribute the following amounts per month toward the cost of health benefits for each bargaining unit member. The flex dollar allowances shall increase on the December 15th paycheck of each subsequent year up to a maximum of three percent (3%) on an annual basis, based on but not to exceed the Kaiser Bay Area premium rate increase for the upcoming calendar year. Unit members electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit member's pay. In the event the actual monthly premium is less than the amount shown on the chart below, the difference shall be provided as contribution to the employee's deferred compensation account.

Enrolment Level	City Contribution
Employee Only	\$1,000.00
Employee + 1	\$2,000.00
Employee + 2 Or More	\$3,000.00

Employees may also elect the following optional benefits if the employee has surplus cafeteria plan funds remaining after electing medical insurance coverage:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

9.01.03 Rebate for Non-Enrolled Dependents

The City shall pay any full-time (40 hours per week) employee who chooses not to enroll in the PERS Health plan the employee's otherwise eligible dependents the following amount provided proof of alternative medical coverage is provided:

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

9.01.04 Reopener in the Event of Provider Change

In the event that no PERS HMO and/or PERS Choice contract with one of the four major care providers in the area (Sutter, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree to re-open section 10.01 if employees are covered by the affected plans.

9.02 Section 125 Plan

The City also agrees, to the extent allowable by law, to adopt the provisions of Section 125 of the Internal Revenue Code, thereby enabling employees to pay allowable medical costs with pre-tax dollars.

9.03 Dental and Vision

The City shall provide reimbursement for employee's and dependents' documented dental expenses, with the first \$200 in expenses – 100%

reimbursed, the next \$500 in expenses – 80% reimbursed, and the next \$1,000 in expenses – 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

Vision coverage benefits shall remain the same as those benefits in effect in the previous MOU in the Vision Service Plan.

9.04 Deductibles

Employees shall be responsible for paying the deductible portion of their medical, dental and vision insurance plans, where applicable.

When two employees are married to each other, the City shall reimburse the married employees for the deductible portion of the medical premiums up to a maximum of Three Hundred Dollars (\$300.00) per calendar year per couple.

9.05 Long-Term Disability Insurance

City agrees to maintain a long-term disability plan at City's sole cost, not to exceed one and eight-tenths (1.8%) of annual salary per month.

9.06 Association member employee Retiree Medical Coverage Program

It is the purpose of the employees Retiree Medical Coverage program to provide for medical insurance compensation to retired employees in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this retirement benefit an employee:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety employees shall be eligible for this benefit upon retiring at age 50 or older; all other employees shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired employee shall provide annual proof on annual basis during retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired employee must secure his/her own medical insurance coverage.

The medical benefit will be provided directly to the retired employee at the following rates:

- A. For employees hired on or before June 30, 2018
 - 1. For employees who have served 10 to 15 years with the City: 100% of premiums to a maximum of 33% of the premiums for the PERS-CARE plan (benchmark plan); reduced to 16.5% at Medicare eligibility.
 - 2. For employees who have served 15-20 years with the City: 100% of the premiums to a maximum of 50% of the PERS-CARE plan; reduced to 25% at Medicare eligibility.
 - 3. For employees who have served over 20 years: 100% of premiums to a maximum of 67% of the PERS-CARE plan; reduced to 33.5% at Medicare eligibility.

The medical benefit will be provided to the retired employee and the employee's spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

- B. For employees hired on or after July 1, 2018

To be eligible for this benefit an employee:

- 1. Must have been employed with the City for ten (10) years or longer.
- 2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other employees shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
- 3. The retired employee shall provide annual proof on an annual basis during retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage. The medical benefit will be provided directly to the retiree at the following rates:
 - a. For employees who have served 10 to 15 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: \$250.00
Employee plus Spouse: \$375.00

- b. For employees who have served 15 to 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: \$350.00
Employee plus Spouse: \$550.00

- c. For EMPLOYEES who have served over 20 years with the City up to a maximum of monthly contribution which is inclusive of the PEMCHA minimum:

Employee Only: \$500.00
Employee plus Spouse: \$750.00

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

9.07 Life Insurance

The City shall pay the premium for a \$50,000 life insurance plan for all employees.

9.08 Joint Committee for Health Care Cost Containment

City and Association agree to participate in a "Joint Health Care Cost Containment Committee" for the purpose of controlling health care costs. The Committee shall make recommendations consistent with this goal. Recommendations shall be implemented if approved by the City and Association.

10.00 CALL-BACK PAY

Any employee who has departed from the employee's work location and is called back to work by the Chief of Police or the Chief's designated representative (on a regularly scheduled work day for that employee) shall be guaranteed a minimum of two (2) hours compensation at one and one-half (1.5) times the hourly rate in accordance with Section 4.02. Any employee who has departed from the employee's work location and is called back to work by the Chief of Police or the Chief's designated representative on a day for which the employee is not scheduled to work shall be guaranteed a minimum of four (4) hours compensation at one and one-half times (1.5) the hourly rate in accordance with Section 4.02. A

regularly scheduled work day is defined as each day on which the majority of hours worked in each shift falls.

The Lieutenant position shall be exempt from this provision.

11.00 COURT APPEARANCE

Any employee who is required to testify in connection with an employee's usual official duties or in connection with a case in which the City or Police Department is a party shall be guaranteed a minimum of four (4) hours compensation at one and one-half (1.5) times the hourly rate.

The lieutenant position shall be exempt from this provision.

12.00 STANDBY PAY

Employees who are required to perform standby duty by the Chief of Police, or the Chief's designee or the court shall be compensated at the flat rate of one hundred dollars (\$100.00) per day. Standby duty is that period of time an employee is required to be available by phone for immediate call out.

The Lieutenant position shall be exempt from this provision.

12.01 On-Call Pay

On-call positions shall receive a flat rate of one hundred dollars (\$100.00) per day for on-call status. The detective sergeant will rotate the on-call duty with the detectives

13.00 ADDITIONAL COMPENSATION

13.01 Temporary Assignment to Higher Level

An employee specifically assigned on a temporary basis to a higher level position shall be compensated at the pay rate for the higher level position if the service in such position exceeds a total of twenty (20) days in any twelve (12) month period. Payment shall be retroactive to the first day of such service. Temporary assignments may not exceed the limits set forth in the Public Employment Retirement Law. In accordance with the Public Employees' Pension Reform Act (PEPRA), temporary assignment pay is not pensionable compensation for employees who are "New Members" of CalPERS, as defined by California Government Code Section 7522.04(f).

If the temporary assignment lasts longer than six (6) months, then the employee will be able to use and accrue forty-eight (48) hours of CTO per fiscal year, unless the position is the Lieutenant position.

13.02 Designation of Bilingual Position

Upon the recommendation of the Chief of Police or the Chief's designated representative and with the approval of the City Manager, an employee occupying a position designated as requiring fluency in a language other than English shall receive Two Hundred Dollars (\$200) per month.

13.03 Daylight Savings Time

All employees working at the time daylight savings time starts or ends shall be paid for actual time worked in accordance with Section 4.00 and its provisions.

13.04 POST Incentive Compensation

The Lieutenant position shall be paid a Seventy-five dollar (\$75.00) monthly incentive for attaining a POST Management Certificate.

13.05 Mileage Allowance

When an employee is required to use the employee's personal vehicle on City business, the City shall pay the mileage allowance provided by the rules and regulations of the International Revenue Service.

13.06 Assignment Differential

A five percent (5%) additional salary differential over base pay shall be paid to all employees assigned as a motorcycle officer.

A twenty percent (20%) salary differential over base pay shall be paid to all employees assigned to detective position. An assignment differential of twenty percent (20%) is for the purpose of taking on increased responsibilities. The Chief of Police and/or his designee will develop an on-call schedule for all individuals assigned to the investigations unit on a rotational basis. When a detective sergeant has been placed on-call, he is expected to be able to respond to the department within one hour and carry a pager during the on-call assignment period (maximum one detective on-call at a time).

All assignment differentials shall be approved in advance by the Chief of Police. The assignment as stated above shall be noted on the employee time card.

13.07 Canine Officer Differential

All employees assigned as Canine Officers will receive additional compensation at the rate of five percent (5%) of base pay for the care and

maintenance of their dog, whether the actual time is more or less than that. The parties mutually agree that this is adequate for care and maintenance.

The California Police Officers Standards of Training currently require canine units to receive a minimum of 16 hours of training a month. These hours will be offset by allowing the Canine Officer to train on duty or during a scheduled training time and then adjust the start time of their work day by four hours.

13.08 FTO Pay

Field Training Officers (FTO) shall receive a five percent (5%) differential for the hours actually worked in the capacity as FTO when assigned a trainee at the discretion of the Police Chief. No more than two (2) FTOs will receive this benefit at any one time, unless more are authorized by the Police Chief. Such salary differential shall only be paid for the hours worked during the pay period in the capacity as FTO.

13.09 Stacking of Incentives

As a general rule, employees are not permitted to receive more than one differential pay at a time. However, except for when assigned to detectives, an employee is eligible to be paid the Canine Officer Differential, FTO Pay and Temporary Assignment to a Higher Classification pay when performing any or all of those assignments.

14.00 LEAVE OF ABSENCE

14.01 Other Leave Without Pay

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three (3) months. The City Council may grant an employee a leave of absence without pay for a definite period not to exceed one year. The request for leave, and the reasons therefore, shall be submitted in writing by the employee and must be approved by both the Chief of Police and City Manager and, when necessary, the Council.

Upon expiration of the approved leave, the employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave and the employee would otherwise not have been laid off.

Failure on the part of a Member to return to work on the date scheduled shall be cause for termination.

14.02 Outside Employment

A leave of absence without pay may not be granted to an employee for purposes of accepting either private or other public employment outside the service of the City, except as hereinafter provided in this Article 14.00.

An employee may not work outside employment without the prior written approval of the Chief of Police.

14.03 Military Leave

Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2, of the California Military and Veterans Code. If such employee shall have been in the service of the City for at least one (1) year prior to the date such absence begins, he shall be entitled to receive pay for up to one (1) month of military leave during any fiscal year at the rate he would have received for service to the City. Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

14.04 Leave for Jury Duty

Leave of absence with pay shall be granted to an employee while going to and from court and serving on jury duty. Any jury fee awarded to such person shall be deposited with the City Treasurer. Any employee who serves jury duty on any calendar day in which he would have commenced a regularly scheduled shift shall receive that shift off as leave of absence with pay.

14.05 Maternity Leave

Refer to City Personnel Rules and Regulations (Section 17.08 adopted 11/11/86).

14.06 Paternity Leave

All male employees whose spouse or significant other is pregnant may take up to a four (4) month leave of absence. Said leave shall be called a "Paternity Leave" and must be applied for, in writing, to the Chief of Police. Included with said application shall be a doctor's certificate, certifying the pregnancy, and estimating the delivery date. Application will also state the beginning and ending dates of requested leave.

A longer leave may be granted where extenuating circumstances exist. All paternity leaves shall be without pay and without a loss in seniority. Employees shall use accumulated sick leave, vacation, or compensatory time during this period, immediately preceding this period, or immediately

following this period; subject to the City approval of any leave totaling more than four months.

Vacation and sick leave benefits do not accrue during paternity leave. All other benefits accrue in accordance with the provisions of the City Personnel Rules and Regulations.

14.07 Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of twenty-four (24) hours or forty (40) hours if travel in excess of five hundred (500) miles is required. The immediate family is defined as mother, step-mother, father, step-father, husband, wife, domestic partner, son, step-son, daughter, step-daughter, foster parent, foster child or any person sharing the relationship of loco pare, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandparent, or any other special circumstance as approved by the City Manager.

14.08 Administrative Leave

The Lieutenant position shall be entitled to take eighty (80) hours of Administrative Leave per fiscal year. Administrative Leave shall not cumulate from year to year, and no compensation shall be made for any unused leave. Administrative Leave shall be prorated if employment is commenced during the fiscal year.

15.00 VACATION

15.01 Vacation

Employees covered by the provisions of this Agreement shall receive annual vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>
Less than 5 years	80 hours
5-10 years	120 hours
10 years	160 hours
15 or more years	168 hours

The Lieutenant position shall accrue an additional forty (40) hours of vacation after fifteen (15) years of service.

Vacation hours are those an employee would be normally scheduled to work. Holidays, hours off, sick leave hours and emergency or personal leave hours shall not be considered or charged as vacation hours.

At the discretion of the Chief of Police and with approval by the City Manager, a new hire with prior experience as a detective, sergeant, or lieutenant may have all or a portion of their prior years of experience counted as years of service for the purposes of accruing vacation.

15.02 Vacation Accrual

An Association member employee may not carry forward from year to year more than two (2) times his annual vacation rate unless he has first received a written extension granted by the City Manager at the recommendation of the Chief of Police. Written extensions shall be granted in cases where, due to service requirements of the department, it was not reasonably possible for the employee to reduce his vacation accumulation below two (2) times. Employees who have refused to take vacation during the calendar year are not guaranteed of receiving written extension.

15.03 Effect of Absence on Continuous Service

Absence or authorized leave with or without pay, time during which an employee is laid off because his services are not needed and time during which an employee is temporarily not employed by the City shall not be considered as an interruption of continuous service if such absence is followed by re-employment within one (1) year. However, such absences shall not be counted in computing the employee's years of continuous service.

15.04 Vacation Scheduling

The Chief of Police or the Chief's designated representative shall determine when vacation leave may be taken. The employee shall be allowed to divide his vacation leave in any calendar year into two (2) segments. The Chief of Police may grant an employee additional segments of vacation. Seniority in department service among employees in a classification and working unit consistent with Department operating requirements shall be the basis on which vacation schedule conflicts shall be resolved in favor of the most senior employee who has not, by virtue of employee's senior position, previously had such a conflict resolved in the employee's favor during the calendar year. In the event of vacation schedule conflicts among employees who have had such conflicts resolved in their favor before, the senior employee who has had the least number of successful conflict resolutions shall prevail. Vacation may be started on any day of the week.

15.05 Rate of Vacation Pay

Compensation during vacation shall be at the rate that the employee is entitled to receive, including premium pay, as if the employee was on active service during such vacation.

15.06 Vacation Request Notification

All vacation requests will be made no less than ninety (90) days prior to the requested time for leave. Supervisors will not be precluded from granting vacation requests upon shorter notice provided that the needs of the Department will allow for the requested time off.

15.07 Vacation Buy-back

The City will buy back up to one week (40 hours) of vacation annually, after 10 years of service with the City and an additional one week (40 hours) of vacation annually, after 15 years of service with the City, so long as the employee has an accrued vacation balance of at least one week (40 hours) remaining following the buy back. To request a vacation buy back, the employee shall submit a written request to the City Manager. So long as the employee meets the requirement of this subsection, the City Manager shall grant the request.

16.00 SICK LEAVE

16.01 Definition of Sick Leave

As used in this section, "sick leave" means leave of absence of an employee because of any of the following: (1) illness or injury which renders them incapable of performing the employee's work or duties for the City; (2) the employee's exposure to contagious disease as evidenced by a doctor's certification that this exposure necessitates the employee being on sick leave; and (3) routine medical or dental appointments of the employee.

16.02 Exclusion of Self-Inflicted Injury

In no case shall an absence due to purposeful or intentional self-inflicted incapacity or injury be deemed a basis for granting either sick leave or sick leave with pay under the provision of this section.

16.03 Industrial Sick Leave

If an employee is incapacitated by sickness or injury received in the course of his employment with the City, he shall be entitled to pay as provided herein.

16.04 Amount and Duration of Payment

Such Association member employee shall be entitled to receive industrial sick leave with pay equal to the difference between 100% of his normal salary and the amount of any Workers' Compensation temporary disability payments to which he is entitled during such incapacity for a period not to exceed one (1) calendar year from the date of such sickness or injury.

16.05 Denial of Payment

Notwithstanding the foregoing provisions of this section, such payment shall not be made pursuant to this subsection to an employee:

- (1) who does not apply for or receive temporary disability benefits under the Worker's Compensation Law;
- (2) whose injury or illness has become permanent;
- (3) whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee's return to work in his position;
- (4) who is retired on permanent disability or pension;
- (5) whose injury or illness is the result of intentional failure to observe City health or safety regulations or the commission of a criminal offence;
- (6) whose injury or illness has been aggravated or delayed in healing by reason of the employee's failure to receive medical treatment or follow medical advice, except where such treatment or advice has not been sought or followed by reason of the employee's religious beliefs; and
- (7) whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness or is contributed to by a susceptibility or predisposition to such injury.

16.06 Employees Excluded

The provisions of Article 16.00 do not apply to safety employees who are subject to the provisions of California Labor Code Section 4850.

16.07 Cumulative Sick Leave Plan

Each employee will accumulate sick leave at the rate of eight hours per each full calendar month on a paid status. The Chief of Police or the Chief's

designated representative shall grant sick leave with pay, not to exceed an employee's accumulated unused sick leave, to an employee incapacitated by injuries or sickness.

16.08 Medical Report

As a condition of granting sick leave with pay, the Chief of Police may require medical evidence of sickness or injury acceptable to the Department, which may include a statement of diagnosis and treatment from a licensed physician or a medical clearance to return to work.

16.09 Emergency Leave: Sickness in Immediate Family

Leave of absence with pay because of sickness or injury in the immediate family of an employee shall be granted by the Chief of Police or the Chief's designated representative for up to forty-eight (48) hours per fiscal year, but not to exceed the amount of time which the person has accrued for sick leave in Section 16.07. Time taken for leave of absence under the provisions of this subsection shall be deducted from the employee's accrued sick leave balance. For the purposes of this subsection, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner, son, step-son, daughter, step-daughter, foster parent, foster child or any person sharing the relationship of loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, father-in-law or grandparent.

16.10 Sick Leave Compensation on Termination

City shall pay to each terminated, separated employee the value of his accrued and unused sick leave not to exceed a maximum of nine hundred and sixty (960) hours, based on the following sliding scale, representing the percentage of salary to be applied to available accumulated hours of sick leave applicable at the time of separation from City service:

<u>Years of Service</u>	<u>% of Compensation</u>
5 years, 1 day - 10 years	20%
10 years, 1 day - 15 years	25%
15 years, 1 day - 20 years	30%
20 years, 1 day - 25 years	40%
25 years, 1 day - 30 years	50%
Over 30 years or at retirement	60%

This compensation will be paid with the final paycheck.

The City has implemented PERS option Section 20862.8 (Credit for Unused Sick Leave) for sworn personnel.

16.11 Personal Leave

City shall allow each employee twenty-four (24) hours of accrued sick leave annually for personal reasons. Personal Leave shall be taken in minimum of four (4) hour periods, and shall be approved in advance by the Chief of Police or the Chief's designated representative with due consideration for the needs of the Association member employee and the Department.

Personal Leave periods taken will not be charged against the stay well bonus described in Section 28.00, unless the periods are used immediately before or immediately following vacation or holidays (for those employees who receive holidays off), except as otherwise authorized by the Chief of Police.

16.12 State Disability Insurance

Employees receiving State Disability Insurance payments shall file the "notice of calculation" for disability insurance with the City immediately upon receipt from the Employment Development Department. Upon receipt of notice, the City shall adjust the employee's sick leave usage and wages for the effective period so that his net pay, including SDI, is equal to that which he would receive if working.

17.00 WAGES

17.01 Effective the first full pay period in July 1, 2021, the salary range for each classification in the unit will receive a four percent (4.0%) salary increase.

Effective the first full pay period in July 1, 2022, the salary range for each classification in the unit will receive a five percent (5.0%) salary increase.

Effective the first full pay period in July 1, 2023, the salary range for each classification in the unit will receive a two percent (2.0%) salary increase

17.02 All employees assigned to patrol shall be paid for eighty-four (84) hours at straight time on the first pay date for each 28 day pay period, notwithstanding hours actually worked, and shall be paid for the balance of hours actually worked (which will normally also be 84 hours) on the second pay date for that pay period. The purpose of this section is to more equitably spread wage payments to employees over the 28 day pay period. However, this provision shall not apply if the combination of hours worked and hours of paid leave by patrol employees in any 28 day pay period is less than 84 hours. For example, if any patrol Association member employee only works fifty (50) hours and receives ten (10) hours of paid vacation during the 28 day pay period, the Association member employee will only be paid for sixty (60) hours.

17.03 All employees will be eligible to receive a one percent (1%) longevity stipend upon completion of five consecutive years of City service, an additional two percent (2%) longevity stipend upon completion of ten consecutive years of City service and an additional three percent (3%) longevity stipend upon completion of fifteen consecutive years of service.

17.04 Effective the first full pay period in July 1, 2021 or Association ratification and City Council approval of the successor MOU, whichever is later, Step One of the current salary schedule shall be eliminated. The current Step Two shall become the new Step One. Concurrently, an additional one step (five percent (5%)) shall be added to the top end of the salary. The new step shall replace Step Seven. The Salary Scale shall continue to have a total of Seven Steps.

Upon this change, employees which have been at the old Step Seven shall be moved to the new Step Seven on their anniversary date. All other employees shall continue to progress through the steps on their next anniversary date.

Effective the first full pay period in July 1, 2023, Step One of the new salary schedule shall be eliminated. The new Step Two shall become the new Step One. Concurrently, an additional one step (five percent (5%)) shall be added to the top end of the salary. The new step shall replace Step Seven. The Salary Scale shall continue to have a total of Seven Steps.

Upon this change, employees which have been at the old Step Seven shall be moved to the new Step Seven on their anniversary date. All other employees shall continue to progress through the steps on their next anniversary date.

18.00 GRIEVANCE PROCEDURES

Refer to Rule 15 of the Personnel Rules and Regulations.

18.01 Effect of Failure of Timely Action

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

18.02 Limitation on Stale Grievances

A grievance shall be void unless presented within thirty (30) calendar days from the date upon which the City has allegedly failed to provide a condition of employment, or within thirty (30) calendar days from the time at which an Association member employee might reasonably have been expected to

have learned of such alleged failure to provide. In no event shall any grievance include a claim for monetary relief for more than the thirty (30) day period plus such reasonable discovery period.

18.03 Exclusion of Non-Recognized Organizations

For the purposes of this section, the provisions of Section 1.00 of this Agreement shall be construed to limit the employee's right of selection of a representative to the extent that agents or any other employee organization, which is not party to this Agreement, are specifically excluded from so acting. In those cases where an employee elects to represent themselves or arranges for other representation, the Association shall have the right to participate in the resolution procedure for the purpose of protecting the interest of its employees in negotiated conditions of employment.

19.00 SAVINGS CLAUSE

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

20.00 ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Manager and Association for Council's consideration and approval.

21.00 PEACE OFFICERS BILL OF RIGHTS

The City and the Association acknowledge and reaffirm all rights and privileges granted to the employees by law, including, but without limitation, those provisions of the Peace Officers' Procedural Bill of Rights (Gov. Code §3300 et seq.) and the Meyers-Milias-Brown Act (Gov. Code §3500 et seq.).

22.00 DEPARTMENT VEHICLES AND EQUIPMENT

22.01 Definition of Vehicles

Any motor vehicle as defined by Sections 165 and 414 of the California Vehicle Code.

22.02 Repairs

All necessary repairs and maintenance of vehicles (as defined in Section 23.01) shall be performed to insure the safety of the operator of the vehicle.

22.03 Unsafe Vehicles

Under no circumstances shall a supervisor of the City require an employee to operate an unsafe department vehicle.

22.04 Claims - Unsafe Vehicles

Claims of unsafe vehicles will be made by the representatives of the Association to the shift supervisor. The City shall have the sole authority to remove vehicles from service.

22.05 Vehicle Maintenance

Routine maintenance of departmental vehicles shall be no less than required by the manufacturer. Only high quality parts and tires will be used on the vehicles. Department vehicles with over 80,000 miles will be inspected annually by a certified mechanic to include frame, suspension and mechanical parts for wear and stress fractures. Any vehicle deemed unsafe will be repaired or pulled from service, as determined by the Chief of Police.

22.06 Vehicle Equipment

All equipment, lights, sirens and switches shall be uniform and provided the same on each patrol vehicle.

22.07 Mileage

All departmental vehicles used for patrol or emergency response shall be taken out of service upon exceeding 115,000 miles, or sooner, and a replacement vehicle shall be properly equipped in accordance with Section 23.06. The Association agrees to continue to meet and confer over the need to extend these mileage limits due to economic constraints of the City.

22.08 Vehicle Equipment Determination

Any equipment deemed necessary by the Chief of Police shall be provided for the departmental vehicles for the safety of any operator.

23.00 VOLUNTARY EDUCATIONAL INCENTIVE PROGRAM

23.01 Definition and Purpose

Scotts Valley Police Department's Educational Achievement Program is designed to upgrade and/or improve the law enforcement skills and knowledge of its personnel. The Department encourages additional educational achievement which can lead to a higher level of performance.

23.02 Objectives

- (1) To upgrade the educational level of technical skills of the personnel of Scotts Valley Police Department to insure a high quality of law enforcement.
- (2) To provide an additional attraction for qualified individuals at the entry level who have an interest in law enforcement as a career.
- (3) To provide an additional inducement to personnel to improve themselves throughout their career.
- (4) To promote the most highly qualified officers to supervisory and administrative levels.

23.03 Procedures for Establishing Educational Incentive Pay

Courses used to obtain the educational incentive pay shall represent a logical progression of the employee's goals and/or those classes which shall be applied toward the achievement of a degree within an approved curriculum.

23.04 Eligibility

The Association member employee shall submit the curriculum to the Education Committee for approval with the following exceptions, which do not require pre-approval:

Police Science Majors
Administration of Justice Majors
Criminology Majors
Public Administration Majors (with minor in any of the above)

23.05 Education Committee

The Committee shall be composed of the following:

- (1) Chief of Police or the Chief's designated representative; and
- (2) Association President or his designated representative.

The Committee shall determine the appropriateness of courses and/or curriculum outside of the above-named majors. In the event the members of the Committee are unable to agree on the appropriateness of the courses and curriculum, the City Manager shall be asked to participate in the decision making process and shall be entitled to vote therein.

23.06 Certification

The Education Committee shall certify to the employee's eligibility in accordance with Section 23.05. Such notification shall then be sent to the City Manager.

23.07 Effective Date

Educational incentive pay shall be effective the first day of the next pay period following receipts by the City Manager of certification in accordance with Section 23.06.

23.08 Educational Incentive Pay

All employees, including the Lieutenant, shall be eligible for the following educational incentive program (amounts are not cumulative) based upon earning a degree in higher education as follows:

AA or AS degree	\$175 per month
BA or BS degree	\$250 per month
MA or MS degree	\$300 per month

23.09 Course Reimbursement

The City agrees to reimburse employees for the costs associated with college courses and training sessions approved in advance, in writing, by the Chief of Police, up to a maximum of One Thousand Dollars (\$1,000) per employee per fiscal year. Reimbursable costs include only the following:

- (a) Tuition
- (b) Books
- (c) Course-related fees

The City will not reimburse employees for supplies or mileage used traveling to and from such courses.

To ensure that the City budget has adequate funds to pay for an employee's course reimbursement request, the Association member employee should submit a request for reimbursement no later than February 15 of each year preceding the July 1 through June 30 fiscal year.

24.00 RETIREMENT

A. CLASSIC SAFETY EMPLOYEES

The City provides the CalPERS pension formula of 3% at age 50 plan based on the highest average annual compensation during any consecutive 36-

month (three-year) period for all eligible employees hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic member without a six-month break in service.

Effective the first full pay period after Union ratification and approval by the City Council of the successor MOU, all classic safety employees shall contribute (9%) of PERSable salary towards the employee's contribution.

B. PEPRA SAFETY EMPLOYEES

For those safety employees hired on or after January 1, 2013 who are new to the City of Scotts Valley, the City shall provide 2.7% at 57 for those employees in accordance with State law. The contribution for new PEPRA safety employees shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

C. CLASSIC MISCELLANEOUS EMPLOYEES

The City provides the CalPERS pension formula of 2.5% at age 55 plan for all eligible employees hired on or before December 31, 2012, or hired after such date but already in the CalPERS system as a classic without a six-month break in service. All classic miscellaneous employees shall contribute 9.0% PERSable salary towards the employee's contribution.

D. PEPRA MISCELLANEOUS EMPLOYEES

For those employees hired on or after January 1, 2013 to the City of Scotts Valley, who are new to the CalPERS system, the City shall provide 2% at 62 for those employees in accordance with State law. The contribution for new PEPRA employees shall be shared in accordance with State law. PEPRA employee contributions shall be 50% of the normal cost as determined by CalPERS and may change on an annual basis.

25.00 LAYOFF POLICY

25.01 Layoffs

The following procedures will be followed in the event of layoffs and/or reductions of personnel.

25.02 Order

Layoffs and/or reductions shall occur in the following order:

- (1) Temporary employees

- (2) Probationary employees
- (3) Regular part-time employees
- (4) Regular employees on "Needs to Improve"
- (5) Regular employees

The Police Department's monthly evaluations shall not be considered as the appropriate evaluation. The Chief of Police shall evaluate the employee's last yearly evaluations concern #4 above.

25.03 Seniority

Within each classification of sworn or non-sworn personnel, layoffs and reductions shall be made on the basis of inverse order to seniority in City Service.

25.04 Special Skills

Where the Chief of Police or appointing authority deems it in the best interest of the Department, he may waive the order of layoffs or reductions when loss of an employee's skills on a particular assignment or loss of his special skills would negatively affect the Department's work.

25.05 Association President

The President of the Association shall be exempt from layoffs during his/her term of office.

25.06 Notification

The City Manager and the Association agree that the City Manager shall notify the Association immediately (at least thirty (30) days prior) of any pending layoffs and/or reductions affecting employees covered by the Agreement. The Association shall have the right to meet and confer concerning such layoffs and/or reductions.

26.00 MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, divisions, commissions and boards; set standards of service; determine the procedures and standards for recruitment and selection of employees within the law; direct its employees; take disciplinary action; relieve its employees of duties because of lack of work or for other good reasons; maintain the efficiency of governmental operations; determine the methods,

means and personnel by which governmental operations will be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; and to develop positive and productive employer/employee relationships. These rights shall not be limited except as specified in this agreement.

27.00 PEACEFUL PERFORMANCE

The Association agrees that during the term of this Agreement neither it nor the employees it represents will engage in, encourage, sanction, or support: (1) strikes; (2) slowdowns; (3) mass resignations; (4) mass absenteeism; (5) picketing which would involve suspension of or interference with normal work of the department or other City departments; or (6) any other similar actions which would involve suspension of or interference with normal work of the department or other City departments.

28.00 STAY WELL PLAN

The City has implemented the following Stay Well Plan which includes the following conditions:

- (1) Each stay well year will be from December 1 through November 30.
- (2) Eligible employees are those who have accumulated two hundred forty (240) hours of unused sick leave.
- (3) The stay well bonus will be paid each year in a separate check on the first pay period after November 30.
- (4) Eligible employees shall receive a bonus according to the following schedule, or a pro rata share of this bonus, should they achieve their two hundred forty (240) hours at some point during the stay well year.

<u>Sick Leave Used</u>	<u>Straight Time Bonus</u>	<u>Pro Rata Bonus</u>
0 sick hours	48 hours	50.0%
8 sick hours	40 hours	41.6%
12 sick hours	36 hours	37.5%
16 sick hours	32 hours	33.3%
24 sick hours	24 hours	25.0%
32 sick hours	16 hours	16.6%
36 sick hours	12 hours	12.5%
40 sick hours	8 hours	8.3%
48 - 96 sick hours	0 hours	0.0%

For example, if an employee has accumulated two hundred forty (240) hours by August of the stay well year and then accrues an additional twenty-four (24) hours from September 1 to November 30, the Association member employee will have a total of two hundred sixty-four (264) hours. If the Association member employee has taken sixteen (16) sick hours, the Association member employee will receive 33.3% of the twenty-four (24) hours in excess of the required two hundred forty (240) hour minimum.

- (5) Personal leave hours are considered sick leave hours for the purpose of the stay well bonus, only if they are used immediately before or immediately following vacation or holidays (for those employees who receive holidays off) except as otherwise authorized by the Chief of Police.
- (6) The stay well bonus is payable at straight time.
- (7) Employees shall have the option of receiving the bonus or crediting their unused sick hours to their total accumulations. Such a decision must be received by the City Manager prior to December 1 of each year. The City Manager shall forward this notification to the Finance Department immediately.
- (8) Sick hours taken off by employees, regardless of the reason, shall be deducted from the potential stay well bonus.

The specific purpose of the Stay Well Plan is to encourage employees to stay physically fit and well and to miss as few work hours as possible due to illness or any other reason.

29.00 TERM OF AGREEMENT

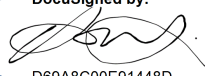
The term of this Agreement shall be July 1, 2021, through June 30, 2024.

30.00 ENTIRE AGREEMENT

This Agreement rescinds and replaces any prior agreements between the parties except side letter agreements that are in effect by their terms.

“City”
CITY OF SCOTTS VALLEY


“Association”
SCOTTS VALLEY POLICE
SUPERVISORS ASSOCIATION

DocuSigned by:

D69A8C00E91448D...
Derek Timm, Mayor

DocuSigned by:

5604333198A6487...
Meredith Roberts, Police Sergeant

DocuSigned by:
Tina Friend
D20DD1D2726141E...
Tina Friend, City Manager

DocuSigned by:

0DBCC98AF3B348C...
Mark Salvo, Lead Negotiator

Approved as to form:

DocuSigned by:

33D3E00924F847F...
Kirsten Powell, City Attorney

**CITY OF SCOTTS VALLEY
SCOTTS VALLEY POLICE SUPERVISOR'S ASSOCIATION**

07/01/2021 - 06/30/2022

<u>Position Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lieutenant	9,013	9,463	9,936	10,432	10,954	11,501	12,076
Sergeant	7,384	7,753	8,141	8,548	8,975	9,424	9,896
Services Supervisor	5,534	5,810	6,102	6,406	6,727	7,063	7,416
Services Supervisor / Information Tech & Project Manager	6,361	6,678	7,013	7,363	7,731	8,117	8,523

**CITY OF SCOTTS VALLEY
SCOTTS VALLEY POLICE SUPERVISOR'S ASSOCIATION**

07/01/2022 - 06/30/2023

<u>Position Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lieutenant	9,463	9,936	10,433	10,954	11,502	12,076	12,680
Sergeant	7,753	8,141	8,548	8,975	9,424	9,896	10,390
Services Supervisor	5,811	6,101	6,407	6,727	7,063	7,416	7,787
Services Supervisor / Information Tech & Project Manager	6,679	7,012	7,363	7,731	8,118	8,523	8,949

**CITY OF SCOTTS VALLEY
SCOTTS VALLEY POLICE SUPERVISOR'S ASSOCIATION**

07/01/2023 - 06/30/2024

<u>Position Classification</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lieutenant	10,135	10,642	11,173	11,732	12,318	12,934	13,581
Sergeant	8,304	8,719	9,155	9,612	10,094	10,598	11,128
Services Supervisor	6,223	6,535	6,861	7,204	7,564	7,942	8,339
Services Supervisor / Information Tech & Project Manager	7,152	7,511	7,886	8,280	8,694	9,128	9,585