

RESOLUTION NO. 114-19 (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE
CITY AND THE POLICE OFFICERS ASSOCIATION UNIT FOR FISCAL
YEARS 2019-2022**

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and the Police Officers Association Unit, in accordance with provisions of the Milias-Myers-Brown Act (Section 3500 et seq. of the Government Code), City of Watsonville's Resolution No. 56-08 (CM), and City of Watsonville Administrative Rule V.1.1., met and conferred in good faith with reference to the matters set forth in a Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Council of the City of Watsonville after reviewing the Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

That the Memorandum of Understanding between the Municipal Employee Relations Officer and the Police Officers Association Unit, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified and appropriated for the fiscal year July 1, 2019, to June 30, 2020; July 1, 2020, to June 30, 2021; and July 1, 2021 to June 30, 2022 or until a new agreement has been executed.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 9th day of July, 2019, by Member Hurst, who moved its adoption, which motion being duly seconded by Member Hernandez, was upon roll call carried and the resolution adopted by the following vote:

AYES: COUNCIL MEMBERS: **Coffman-Gomez, Garcia, Gonzalez, Hernandez, Hurst, Parker, Estrada**

NOES: COUNCIL MEMBERS: **None**

ABSENT: COUNCIL MEMBERS: **None**



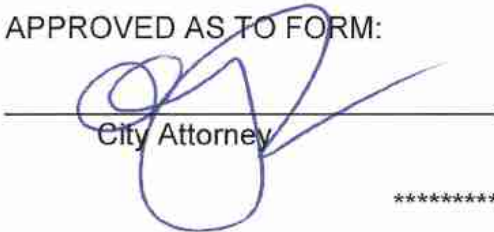
Francisco Estrada, Mayor

ATTEST:

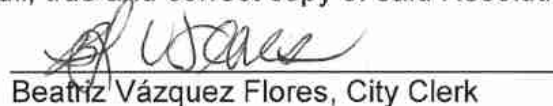

City Clerk

July 9, 2019
Date

APPROVED AS TO FORM:


City Attorney

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 114-19 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 9th day of July, 2019, and that the foregoing is a full, true and correct copy of said Resolution.


Beatriz Vázquez Flores, City Clerk

Date July 9, 2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WATSONVILLE POLICE OFFICERS
ASSOCIATION
AND THE CITY OF WATSONVILLE
2019-2022**



TABLE OF CONTENTS

1.0	GENERAL PROVISIONS	3
2.0	RECOGNITION.....	3
3.0	AUTHORIZED DEDUCTIONS.....	3
3.1	Dues.....	3
3.2	Hold Harmless.....	3
4.0	BULLETIN BOARDS.....	4
5.0	USE OF CITY FACILITIES	4
6.0	NON-DISCRIMINATION	4
7.0	UNION ACCESS.....	4
8.0	REASONABLE TIME OFF.....	4
9.0	HOURS OF WORK AND SHIFT SCHEDULES	5
9.1	Work Schedule and Change of Shift	5
9.2	Hours of Work.....	6
9.3	Continuation of 4-10 Work Schedule.....	6
9.4	Investigations Schedule	6
10.0	MEDICAL AND INSURANCE COVERAGES	7
11.0	OVERTIME.....	7
12.0	COURT TIME OFF.....	9
13.0	COMPENSATORY TIME OFF.....	9
14.0	HOLIDAYS	9
15.0	UNIFORM AND SAFETY EQUIPMENT	10
15.1	Safety Equipment.....	10
15.2	Uniforms	10
15.3	Optional Equipment.....	10
15.4	Required Equipment and Uniform Standards	11
15.5	Replacement of Safety Equipment.....	11
15.6	Personal Property	11
15.7	Clothing Replacement.....	11
16.0	VACATION	11
17.0	SICK LEAVE	12
18.0	FAMILY CARE AND MEDICAL LEAVE POLICY	13
19.0	PAID LEAVE	14
20.0	EDUCATION INCENTIVE PLAN.....	14
21.0	PAY DIFFERENTIALS	15
21.1	Field Training Officers	15
21.2	F.T.O Pay.....	15
21.3	Acting Sergeant Assignment.....	16
21.4	Acting Sergeant Pay.....	16
21.5	Detective Pay	16
21.6	Bilingual Pay.....	16
21.7	Motorcycle Pay	17
21.8	Canine Pay	17
21.9	Master Officer Designation.....	17
21.10	Longevity	18
21.11	Shift Differential	18
22.0	SALARY	19
23.0	RETIREMENT	19
24.0	DEFERRED COMPENSATION PLAN.....	21
25.0	TUITION REIMBURSEMENT	21
26.0	RESIDENCY	21
27.0	MANAGEMENT RIGHTS	21
28.0	PEACEFUL PERFORMANCE.....	22

<u>29.0</u>	<u>PHYSICAL FITNESS.....</u>	<u>23</u>
<u>30.0</u>	<u>VEHICLES.....</u>	<u>23</u>
<u>31.0</u>	<u>GRIEVANCE PROCEDURE.....</u>	<u>23</u>
<u>32.0</u>	<u>HEPATITIS/TB TESTING.....</u>	<u>23</u>
<u>33.0</u>	<u>SAVINGS CLAUSE.....</u>	<u>23</u>
<u>34.0</u>	<u>ELIGIBILITY LIST.....</u>	<u>23</u>
<u>35.0</u>	<u>ENACTMENT.....</u>	<u>23</u>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WATSONVILLE POLICE OFFICERS ASSOCIATION
AND THE CITY OF WATSONVILLE
2019-2022**

This Memorandum of Understanding made and entered into this 1st day of July , 2019, by and between the representatives of the City Manager of the City of Watsonville (hereinafter the "City") and Watsonville Police Officers Association (hereinafter the "Association") affiliated with California Organization of Police and Sheriffs (hereinafter the "Association") for and on behalf of Police Officers.

1.0 GENERAL PROVISIONS

- 1.1 Effective July 1, 2019, and continuing through and including June 30, 2022, this Memorandum contains all items agreed upon by and between the City and the Association.
- 1.2 The Personnel Rules and Regulations of the City of Watsonville are not altered, changed or modified by this M .O .U. unless a specific reference is made herein.
- 1.3 Existing salaries and monetary benefits not changed, modified or specifically made reference to in this Agreement, shall remain in full force and effect during the term of this M .O .U.

2.0 RECOGNITION

The City hereby recognizes the Association as the only bargaining representative of all employees in the classification of Police Officer.

3.0 AUTHORIZED DEDUCTIONS

3.1 Dues

The City agrees to deduct from the wages of employees dues in the amount and for the term prescribed by members of the Association. Any employee desiring to have such deduction made must sign an appropriate assignment form. City shall remit such deduction each month to the Treasurer of the Association in accordance with normal payroll procedure.

3.2 Hold Harmless

The Association shall indemnify and hold City harmless from any and all claims, demands, suits, or any other action arising from the deduction

of said sums, including all costs and attorney's fees incurred by the City in defending same.

4.0 BULLETIN BOARDS

Reasonable space shall be allowed on bulletin boards as specified by the Police Chief for use by the Association to communicate with all employees. Posted material shall not be obscene, derogatory or of a partisan political nature, nor shall it pertain to public issues. All posted material shall bear the identity of the sponsor, shall be neatly displayed and shall be removed when no longer timely.

5.0 USE OF CITY FACILITIES

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

6.0 NON-DISCRIMINATION

6.1 The City, the Association and the Union will continue to comply with applicable laws prohibiting discrimination on the basis of age, race, color, creed, religion, gender, gender identity, sexual orientation, national origin, marital status or registered domestic partnership, medical condition including genetic characteristics, or physical or mental disability.

6.2 The City shall not discharge or otherwise discriminate against any employee by reason of any Union activity not interfering with the performance of his work; and the Union, the Association and its members shall not in any manner discriminate against any employee by reason of his refusal to engage in Union activity.

6.3 The City recognizes and agrees to abide by the Police Officers' Bill of Rights.

7.0 UNION ACCESS

Any authorized representative of the Union shall have the right to contact individual employees working within the unit represented by his organization in City facilities during business hours on matters within the scope of representation, provided arrangements have been made for such contact with the Police Chief or his designated representative, who shall grant permission for such contact if in his judgment it will not disrupt the activities of the Police Department. When contact on the work location is precluded by confidentiality of records or of work situations whether for safety of employees or the public or by disturbance to others, the Police Chief or his representative shall have the right to designate an alternative to the work area.

8.0 REASONABLE TIME OFF

Employee members of the Association shall be allowed reasonable time off without loss of pay for the purpose of participating in contract negotiations. Employee members of the Association 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. There shall be no more than three (3) employees excused from their duties at any one time to participate in these functions.

9.0 HOURS OF WORK AND SHIFT SCHEDULES

9.1 Work Schedule and Change of Shift

The Police Chief or his designated representative shall prepare a schedule showing the hours each employee of the department is to work except in emergency situations. The Police Chief shall give thirty (30) calendar days notice of a change in shift schedules and there shall be ten (10) calendar days notice of change in individual assignment except in cases of emergency or in cases of temporary assignment to maintain minimum staffing requirements caused by scheduled leave. Notice of change of individual assignment to maintain minimum staffing under these conditions shall be at least three (3) calendar days. No prior notice shall be required in emergency situations.

Employees assigned to the Operations Division will be allowed to select their shift based on seniority in classification.

Exceptions to the scheduling and seniority provisions set forth above:

1. Master Officers will select their shifts based on seniority, however, there shall be no more than two (2) Master Officers on any one shift without authorization of the Chief of Police.
2. Field Training Officers (FTOs) will select their shifts based upon seniority, however, there shall be only one (1) FTO assigned to the following shifts: Gold days/swings/graveyard, and Blue days/swing/graveyard shifts.
3. Canine Handlers will be exempt, with the exception of selection within the unit.
4. Traffic personnel will be exempt, with the exception of selection within the unit.
5. Certified bilingual personnel may be exempt to ensure adequate allocation among shifts.
6. Probationary employees will be placed administratively on a team and shift.
7. Exemption: through the evaluation process, disciplinary action, legitimate operational needs, distribution of probationary employees, personnel hardship, medical reasons, legal reasons or restrictions, or extenuating circumstances, and officer may be assigned or reassigned to a certain shift.

8. Employees with at least 25 years of service that are assigned to the Operations Division will select the shift of their desire without restriction so long as such selections do not preclude the Department from staffing each shift with requisite specialty assignments or skills needed per department or operational needs (i.e. two bilingual officers per shift, one FTO, etc.).

9.2 Hours of Work

The normal work week for all covered employees not assigned to the Patrol Division shall consist of forty (40) hours; eight (8) hours per day not including meal periods and other approved break periods. Covered employees assigned to the Patrol Division shall work eighty (80) hours per two-week work period including meal periods and other approved breaks.

9.3 Continuation of 4-10 Work Schedule

- 9.3.1 The Department shall continue the 4-10 work schedule through the term of this agreement (except as provided for in Sections 9.3.4 and 9.3.7). The work schedule shall apply to individuals assigned to patrol and any other divisions as specified by the Chief of Police.
- 9.3.2 The Department shall have the option of scheduling employee's holidays off in conjunction with the employees regular days off.
- 9.3.3 The Department shall assign shifts and days off to employees scheduled on the 4-10 work schedule. Employees may indicate a preference for shifts and or days off prior to Department scheduling. With the approval of the Department, employees may trade work schedules.
- 9.3.4 If at any time Department staffing drops below a total of thirty four (34) in the classification of Police Officer (including trainees), the Department shall have the option of immediately discontinuing the 4-10 schedule until such time as staffing rises to thirty four (34) police officers or more.
- 9.3.5 Individuals working the 4-10 schedule shall accrue time off at current (5-8 schedule) rates, converted to hours. Time off shall be charged at actual hours; ie. 10 hours per day. Effective January 1, 2008, the holiday accrual rate shall be consistent with a 10-hour schedule.

9.4 Investigations Schedule

All sworn officers assigned to the Investigations Division are scheduled to work an 80-hour work period within a two-week pay period. Detectives shall be on a 4/10 schedule. Days off will be on Mondays and Fridays with half the

staff off on either day. If the Police Chief determines it is operationally necessary to change to a 5/8 schedule, this may be implemented after providing 30 days notice to the employees and Association unless a shorter amount of notice is necessary for Department operations. Similar to patrol officers, the lunch period will be termed a "working lunch" and such a period shall not significantly detract from the workday.

City Holidays will be observed. If a holiday falls on a scheduled day-off, the employee will take a different day off that doesn't impact staffing.

The Chief of Police, upon consultation with the Association, may re-instate the 5/8 schedule at his discretion.

10.0 MEDICAL AND INSURANCE COVERAGES

10.1 Medical Insurance

The City shall retain in effect current health insurance coverages for all Unit employees. The following is the current monthly amount the City pays per full time employee.

July 1, 2017	\$1,134.28
--------------	------------

The City shall contribute the same monthly amount per full time employee towards health insurance coverage as provided to Fire Local 1272 or the City's Management Unit, whatever is greater.

10.2 The City agrees to pay a maximum of \$50/month towards any increased medical costs of the employee's share occurring during the fiscal year beginning July 1, 2011. Any additional increases beyond \$50/month shall be shared equally (50/50) by employees and the City.

10.3 The Unit agrees to participate jointly with the City and other employee groups in review of insurance coverages during the term of this agreement. Upon health insurance committee recommendations to change or modify insurance coverages; the parties agree to reopen negotiations on this issue only.

10.4 The City shall maintain in effect life coverage for Unit employees of Fifty Thousand Dollars (\$50,000.00) for the insured and Two Thousand Dollars (\$2,000.00) for dependents. The City will attempt to amend its policy to allow employees to purchase, at his/her option, additional coverage at the City's rate.

11.0 OVERTIME

11.1 Employees required to work more than the hours in their regularly assigned shift (i.e more than eight (8) hours in one day if on a 5/8 schedule or more than ten (10) hours in one day if on a 4/10 schedule) or more than forty (40) hours in one assigned work week shall be compensated at one and one-half (1-1/2) times their regular pay rate for time worked in excess of the limits noted above.

- 11.2 For purposes of calculating overtime compensation, approved leave (except leave without pay) shall be considered as time worked.
- 11.3 Employees who are recalled to duty shall be entitled to a minimum of four (4) hours overtime compensation. Employees called in early for a duty shift or held over from a duty shift shall not be entitled to the four-hour recall minimum, but shall be entitled to regular overtime compensation.
- 11.4 There shall be no pyramiding of overtime.
- 11.5 All required off-duty training and mandatory meetings shall be paid at overtime.
- 11.6 Assigned training time will be considered as time worked.
- 11.7 All overtime, including court time, shall be paid from the time an employee leaves the Police Department building until they return to it.
- 11.8 In the event it is mandatory to fill an overtime position, patrol or special event, the following shall be applied:
 - 1. Except in cases of emergency, notice of mandatory overtime shall be issued at least ten (10) calendar days in advance for pre-planned events, and three (3) calendar days for all other situations.
 - 2. Mandatory overtime shall be assigned at the bottom of the seniority list except for the following exceptions:
 - a. Employee is working
 - b. Employee has not had a separation of work assignments of eight (8) or more hours
 - c. There must be a separation of 29 days or more from mandatory overtime assignments unless the pool of eligible officers has been exhausted. In the event this happens a 29 day separation will not be required.
 - d. Light duty employees, employees off of work due to injury or administrative leave
 - e. Employee is unavailable due to the mandatory overtime day overlapping with a pre-approved vacation on his/her days of work
 - f. Declaration in the form of a memorandum, to the preparer of the overtime, that the employee is unavailable due to a pre-planned event. The Division Captain or his/her designee will render the final decision.
 - 3. The Department shall maintain an updated list identifying the employees who are subject to the mandatory overtime assignment each day.

12.0 COURT TIME

Employees who must return from off-duty status to make court appearances on behalf of the City shall receive overtime in accordance with Section 11.0 of this

M.O.U. A minimum of four (4) hours over-time shall be paid each court appearance involving a separate return from off duty status. This four (4) hour minimum compensation shall not apply for appearances occurring during an extension of the regular workday either before or after the assigned shift. The employee shall not receive more than one (1) four (4) hour minimum compensation on a single court day, unless there are separate callbacks more than four (4) hours apart.

Employees anticipating court appearances are responsible for checking the Santa Cruz County District Attorney's online scheduling system, or the current acceptable practice. Employees shall continue to be responsible for calling appropriate tape recordings and/or phone numbers to receive updated information as to court appearances. The City will institute a centralized system for notifying Officers of court appearance changes through the Records Division; and maintain a system of logging all calls handled by the Division. Employees shall still be responsible for responding to calls received directly from the Court or its officers. If employees are contacted a minimum of two hours prior to a Santa Cruz court appearance or a minimum of one hour prior to a Watsonville court appearance, they shall not appear in court and no minimum payment shall be due.

13.0 COMPENSATORY TIME OFF

13.1 Employees shall be allowed to accrue a maximum of forty (40) hours of compensatory time off.. Compensatory time off shall accrue at the overtime rates as specified in Section 11 .0.

13.2 Employees working a 4-10 work schedule shall not be eligible for compensatory time off.-.

14.0 HOLIDAYS

The following holidays will be observed for the term of this agreement:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday following Thanksgiving (in lieu of Election Day)
December 24 (in lieu of Admission Day)
December 25 (Christmas)

December 31

Recognized holidays which fall on Saturday shall be observed on the preceding Friday. Recognized holidays which fall on a Sunday shall be observed on the following Monday.

Employees assigned to a 5/8 work schedule will observe the holidays specified in the MOU. In addition, beginning in 2020, officers assigned to a 5/8 work schedule will observe Cesar Chavez Day and will be provided with 8 hours of CTO on the first full pay period in January which will expire on the the last full pay period of December of that same year if not used. This equates to a total of 120 hours to equal those on a 4/10 schedule.

Employees assigned to the detective bureau working a 4/10 schedule will observe the City recognized holidays, as specified in the MOU, with the exception of Lincoln's Birthday. Employees assigned to the detective bureau will therefore receive a total of 12 holidays.

Employees assigned to a 4/10 work schedule (or any other alternative work schedule) will receive 10 hours of holiday pay per month, for a total of 120 hours of holiday pay. Holiday time-off will generally be as follows: Blue team holidays will be taken the first Wednesday of every month and Gold team holidays will be taken every third Wednesday. The Department has the discretion to change these days with proper advanced notice.

15.0 UNIFORM AND SAFETY EQUIPMENT

15.1 Safety Equipment

The City shall provide all safety equipment which is mandated by State law or required by the Chief of Police. The Chief shall determine the suitability of all safety equipment. In the event a Police Officer desires to replace any issued item for a different type, such replacement shall require the approval of the Chief and shall occur at the expense of the Officer.

15.2 Uniforms

All employees are responsible for obtaining and maintaining all mandatory uniform items subject to the provisions below.

15.2.1 Uniform allowance shall be provided at One Thousand Two Hundred (\$1,200.00) Dollars per year per officer for the purchase and maintenance of required uniform items and footwear.

15.3 Optional Equipment

With the approval of the Chief, Police Officers may carry additional items for their use while on duty at their own expense.

15.4 Required Equipment and Uniform Standards

The Chief of Police shall issue a list of all required safety equipment, uniform items, approved optional equipment, and standards for the wearing of uniforms.

15.5 Replacement of Safety Equipment

All uniform and/or safety equipment items issued to the employee by the City shall remain the property of the City whether new issue or replacement. All replacement of worn, damaged, or faulty equipment will require that the items to be replaced be surrendered to the Chief of Police or his authorized representative.

15.6 Personal Property

For purposes of replacement or repair of personal property destroyed in the line of duty, the City will pay up to \$200 for replacement, repair, or insurance deductible (whichever is less) for the following:

- 1) Watch
- 2) Prescription eyeglasses
- 3) Prescription or non-prescription sunglasses or reading glasses
- 4) Personal cell phone
- 5) Earpieces

Proof of damage occurring while acting in the course and scope of employment including a police report shall be submitted along with proof of replacement cost and submitted through the reimbursement process as established by the Department. In the event the cost of repair or replacement exceeds \$200, the employee may be reimbursed for any additional sums that are found to be reasonable. The reasonableness of any such additional sums shall be determined by the Chief of Police whose decision is final. The above replacement payments will not be paid more than one time for any of the above items within a contract year.

15.7 Clothing Replacement

Uniform and clothing items damaged in the line of duty will be replaced or repaired at City expense. Items repaired must be repaired in such a way as to be deemed acceptable at City inspections. Replacement will take place only when the damage was not due to the negligence of the employee. Personal clothing items damaged in the line of duty would be repaired or the City will pay the reasonable value of the irreparable item\ s not to exceed \$150 per year.

16.0 VACATION

16.1 Vacation Accrual

Each officer shall accrue vacation at the following rates:

From 0 to 5 years of service - 96 hrs/year
From 5 to 13 years of service - 128 hrs/year
From 13 years or more - 160 hrs/year

16.2 Maximum Vacation Accrual

Employees with more than two (2) times their annual vacation accrual on the books shall bring their accrual within the accrual maximum by June 30, 2022. After one year of service, each employee will be expected to take during each year the vacation to which he/she is entitled. After June 30, 2022 when an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

16.3 Vacation Cash Out

Employees may cash out up to 80 hours of vacation provided that they retain on the books at least 80 hours of vacation at the time of cash out. Cash out will be on the last pay period in March with a 12 day notice to payroll prior to the relevant pay day.

On a one-time basis, employees may cash out up to 40 hours of vacation in the last pay period in September, 2019 if they retain 80 hours on the books. In addition, those employees with over 100 hours over the cap as of July 1, 2019 may cash out an additional 40 hours. Those with 150-200 hours over the cap may cash out an additional 60 hours and those with 200 hours or more may cash out an additional 80 hours. The names of employees eligible for this additional cash out are included in Appendix A. Thereafter, cash out of up to 80 hours may only occur in March as defined above.

16.4 Vacation Sign-Up

The following system shall be utilized for vacation sign up:

- (1) Employees may sign up for vacations by seniority with sign up to be completed by February 1 of each calendar year. After this time period, all sign-ups will be done on a first-come, first-served basis.
- (2) Cancellations of vacations will be done in writing.

17.0 SICK LEAVE

- 17.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.
- 17.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of fifty percent (50%) of such excess. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours) at January 1 of each year. Unused sick leave may not be used to delay the date of an employee's disability retirement.
- 17.3 In accordance with California "Kin Care" law, in the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one-half of the annual sick leave allowance (7.5 days) by the department head. For the purposes of this section, immediate family shall include parents, spouses, domestic partners and children. For purposes of this section, "parent" and "child" include biological, foster, adopted, step, or legal guardian relationships and a "child" also includes the child of a domestic partner. Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

18.0 FAMILY CARE AND MEDICAL LEAVE POLICY

- 18.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:
- a. The birth of a child or to care for a newborn of an employee;
 - b. The placement of a child with an employee in connection with the adoption or foster care of a child;
 - c. Leave to care for a child, parent or spouse who has a serious health condition; or
 - d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
 - e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying Exigency Leave").

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an

employee may take for other FMLA/CFRA qualifying reason during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six(26) weeks during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave is to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member may take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

18.2 An employee is eligible for leave if the employee:

1. Has been employed for at least 12 months; and
2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave,

18.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave and 4850 leave will run concurrently with family leave.

18.4 This section provides a benefit summary only. For further information, refer to the City's Administrative Rule on this subject.

19.0 PAID LEAVE

Paid leave may be taken in increments of less than one (1) day subject to normal leave procedures. Seventy-two (72) hours advance notice of absence except in case of emergency or sickness will be given to the department by all officers.

20.0 EDUCATION INCENTIVE PLAN

Employees who have obtained a POST Intermediate Certificate or an A.A. or A.S. degree will receive differential pay of two and one half percent (2.5%) of the base wage rate. Any employee who has received a POST Advanced Certificate or a B.A. or B.S. Degree will receive differential pay of five percent (5%) of the base wage rate. Employees who thereafter obtain such certificates will be paid in the applicable differential commencing with the first full pay period after submitting documented proof of same to the City.

Employees with a Master's degree shall receive an additional 2.5% for a total of 7.5% Educational Incentive Pay on the first full pay period after verification is provided to Human Resources.

21.0 PAY DIFFERENTIALS

21.1 Field Training Officers

The position of Field Training Officer shall be regularly assigned. Officers assigned as Field Training Officer shall serve at the pleasure of the Chief of Police. Field Training Officers shall be responsible for assisting in the training of new personnel and participating in the ongoing departmental training program as directed by the Department Administration. Field Training Officers shall also serve as Acting Sergeant in the absence or disability of a regularly assigned Sergeant and assist the Shift Supervisor in the management and supervision of assigned personnel. It is understood that transfer from the FTO program is not necessarily a matter of disciplinary action and may or may not require a notice other than that described in Section 9.0 and its subsections.

21.2 F.T.O Pay

Officers assigned as Field Training Officers shall receive a five percent (5%) differential of base pay only while assigned to serve in that capacity.

21.2.1 Temporary Field Training Officer (FTO)

A Temporary Field Training Officer (FTO) is a temporary duty assignment based on the needs of the Department and must meet the requirements set forth in the Officer Transfer Policy (OTP)

An officer assigned as a Temporary FTO will serve in the capacity for a minimum of one full pay-period and a maximum time as determined by the Police Chief, Assistant Police Chief, or Captain, but not to exceed six months.

The Temporary FTO position will not be created to supplant the regular FTO positions, but only to supplement the FTO program, as needed.

An officer assigned as a Temporary FTO is responsible for the same duties as a regular FTO, whether or not they are assigned a recruit for the entire designated time period. This includes administrative duties as determined by the FTO Sergeant or Captain in the chain of command.

A temporary FTO must successfully complete the training required by POST and State Law prior to being assigned as a temporary FTO.

Employees assigned to temporary FTO position will earn a 5% differential "Temporary FTO Pay" which is not reportable to CalPERS per state law.

21.3 Acting Sergeant Assignment

Any Officer other than an FTO who serves as Acting Sergeant for more than fifteen (15) consecutive work days shall be entitled to a five percent (5%) increase in pay or assignment to a salary range within the classification of Sergeant, whichever is greater, so long as the Officer serves as Acting Sergeant.

21.4 Acting Sergeant Pay

In the event that an Officer other than an F.T.O. is required to serve as Acting Sergeant, that Officer shall receive no additional pay except as noted herein.

21.5 Detective Pay

Officers assigned to the Detective Bureau shall receive a differential of five percent (5%) for the period of their assignment as a Detective. Assignment to the Detective Bureau shall be at the sole discretion of the Chief of Police. It is understood that transfer from the Detective Bureau is not necessarily a matter of disciplinary action and may or may not require a notice other than that described in Section 9.0 and its subsections.

Detective differential pay shall be understood to provide compensation for the Detective standby system. Detectives assigned to SCNET shall continue to receive the differential while on special assignment. Standby shall be defined as from 5 :00 p.m. to 8:00 a .m. weekdays and twenty-four hours per day on weekends and holidays. One officer at a time shall be assigned stand-by on a rotational basis. When assigned standby, officers shall maintain pager contact with the City.

21.6 Bilingual Pay

21.6.1 Officers who can demonstrate proficiency in reading and speaking the Spanish language shall receive a bonus pay of five percent (5%) of base pay per month. This bonus shall apply to Officers in regular active service to the City.

The City shall establish a method of testing for competency in the Spanish language. An Officer must pass the City's competency test on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Police Chief.

21.6.2 The City may assist interested officers in achieving the proficiency level necessary to qualify for bilingual pay. When available, this assistance may take the form of on-site Spanish classes. The City shall schedule the classes in such a way as to provide reasonable amounts of on-duty class time for employees on different shifts. Any employee attending a class while not on regular duty hours or studying shall do so on their own time. Attendance at Spanish classes shall be strictly voluntary.

21.7 Motorcycle Pay

Officers assigned to motorcycle duty shall receive a pay differential of One Hundred and Twenty-Five Dollars (\$125.00) per month. Individuals assigned motorcycles shall receive all required safety equipment, including jacket, breeches, helmet, gloves, glasses, and boots. Assignment to Motorcycle duty shall be at the sole discretion of the Chief of Police. It is understood that a transfer from motorcycle duty is not necessarily a matter of disciplinary action and may or may not require notice other than that described in Section 9.0 and its subsections.

21.8 Canine Pay

In lieu of all current formal and informal compensation, employees assigned by the Chief of Police to canine duty shall receive compensation in the amount of three and one half (3.5) hours additional overtime time pay per week. This pay shall be mutually understood to compensate the employee for the additional time required to care for their assigned animal. No additional time shall be spent on care without the expressed direction of the Department.

21.9 Master Officer Designation

Officers who have completed his/her assignment in three of the following specialties and meet the following requirement shall be designated as a Master Officer in recognition of the cross-training and experience gained in these assignments.

- FTO
- Detective
- DARE
- K-9
- DART
- Traffic
- CNET

- Records
- PAL
- SRO
- SCARE
- BASTA (Gang Suppression)

Officers who have served in specialty assignments similar to those listed above with another agency may obtain credit for that assignment for purposes of eligibility for the Master Officer designation by obtaining approval from the Police Chief. Officers designated as Master Officers shall receive a 5% differential in pay, provided that they are not then receiving another differential for any of the above-listed specialty assignments and they maintain a satisfactory performance evaluation. The Association and the Police Chief will continue to work together to develop the policies necessary to implement the Master Officer designation.

The Master Officer Program will be closed to any employee with less than two (2) of the requisite special assignments completed as of September 1, 2016. The City and the WPOA will jointly prepare a list of eligible officers (Attachment 1). All other employees who already qualify as Master Officer by September 1, 2016, shall continue to receive or be eligible to receive special compensation pursuant to the Master Officer Program.

Master Officers that receive the five percent (5%) specialty pay may be placed administratively in non-patrol positions that would take advantage of their expertise in a given field. The Department positions or units could be, but not limited to, administrative duties, field training program, cadet or community services advisers, investigations bureau or personnel and training. Master Officers administratively assigned to the field training program will not forfeit their right to select their desired shift on the basis of Department seniority. Master Officers receiving 5% are not eligible for any longevity pay.

21.10 Longevity

Any employee with at least 10 years of service as a sworn peace officer with the City of Watsonville shall receive a two percent (2%) Longevity Pay Premium, and any employee with at least 20 years of service as a sworn peace officer with the City of Watsonville shall receive an additional two and one-half percent (2.5%) longevity pay premium (for a total four and one-half percent (4.5%) longevity pay premium).

Employees shall not be eligible for Longevity Premium Pay if the employee is designated as a Master Officer. Employees, listed in the attachment to this Side Letter, that are eligible to become qualified for the Master Officer Program but are not yet qualified may elect to participate in the Longevity Pay Premium plan.

21.11 Shift Differential

Employees assigned to graveyard shift will be subject to a 2.5% shift differential effective the first full pay period after July 1, 2019 or ratification of the contract. This does not apply to shift trades, overtime, or other short term assignments requiring occasional graveyard work.

Effective the first full pay period after July 1, 2020, the graveyard shift differential shall be increased an additional 2.5% for a total of 5.0%.

22.0 SALARY

22.1 Year 1: 4.0% salary increase effective on the later of the first full pay period after July 1, 2019 or the first full pay period on or after the date the Agreement is both ratified by the Union and approved by the City Council.

Year 2: On the first full pay period after July 1, 2020 all members shall receive 3.5% salary increase.

22.2 Effective on the pay period on or after July 1, 2021 a new top step will be created at 5% higher than the current top step. Members who have been at top step for a least 1 year as of July 1, 2021 will receive the new step on the first full pay period on or after July 1, 2021. This top step will become the new step 6. All other steps will be renumbered accordingly and employees not at top step for at least one-year will be placed at the newly numbered step at their current salary rate. Employees not at top step will advance to a new step at their normal anniversary date per City rules.

If either of the following items occur then the 3rd year salary increases will be suspended and the salary portion of the contract reopened.

1- CalPERS increases: If the August 2020 CalPERS Actuarial reports project a combined employer cost of more than 5% greater than currently projected.

2- Revenues: If at any point during this contract year the City experiences year over year decreases in either property or sales tax, or City consultant projections for sales or property taxes in FY 2021-22 are less than projected for FY 2020-21.

23.0 RETIREMENT

23.1 Tier 1 The following benefits are included in the City's retirement plan for employees hired on or before July 1, 2011:

(a) 3% at 50 formula.

- (b) Single Highest Year
- (c) 1959 Survivor Benefits Fourth Level: Employee to pay employee contribution, City to pay employer contribution for Fourth Level Benefit.
- (d) Government Code 21222 .1 funded to May 31, 1983.
- (e) Government Code 21222 .2.
- (f) Military Service Credit
- (g) Credit for Unused Sick Leave Section 20862 .8

TIER 2: For employees hired between July 1, 2011 and December 31, 2012 and for Classics members as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, hired after July 1, 2011 the retirement formula shall be 3% at 55 with final compensation based on the average of the highest wages earned in any consecutive 3-year period.

TIER 3: Pursuant to California Public Employee's Pension Reform Act of 2013 (PEPRA) the City shall provide the CalPERS 2.7% at 57 retirement plan for Public Safety employees hired on or after January 1, 2013. Final compensation shall be based on the average of the highest wages earned in any consecutive 3 year period. Public Safety employees subject to PEPRA shall pay at least 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.

- 23.2 Effective the pay period including July 1, 2007, employees in Tier 1 and Tier 2 shall pay the 9% employee contribution towards PERS pursuant to the terms and conditions of IRS Code section 414(h)(2).

Per PEPRA, Tier 3 employees shall contribute 50% of the normal cost of the CalPERS benefit, or what is determined by CalPERS to be the employee contribution rate.

Effective the first full pay period commencing on or after July 1, 2018 (or as soon thereafter as administratively feasible), all Tier 1, Tier 2 and Tier 3 members will contribute an additional three percent (3%) toward the cost of their respective retirement benefits. The parties mutually recognize and acknowledge that the additional employee contributions provided herein satisfy the cost-sharing terms set forth in Government Code section 20516.5. Further, these additional employee pension contributions for Tier I and Tier II employees will be applied to the employee account with CalPERS pursuant to a contract amendment.

- 23.3 Any future income tax obligation resulting from these contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations shall be the exclusive responsibility of the employee and the City shall not be held responsible therefore.

24.0 DEFERRED COMPENSATION PLAN

24.1 Deferred Compensation Plan

Employees shall be allowed to participate in a deferred compensation plan which currently exists for management personnel.

25.0 TUITION REIMBURSEMENT

Tuition reimbursement shall be governed by the City Administrative Rule and Regulation 3.1.1. City Administrative Rule and Regulation 3.1.1 Tuition Reimbursement is modified as follows:

Section II.2. is modified to allow reimbursement of claims not to exceed \$2,000 per year.

It is acknowledged that employees may submit requests for POST training for approval for reimbursement provided, however, that it is acknowledged that training not mandated by the City shall be undertaken on the employee's own time.

26.0 RESIDENCY

As a condition of employment, all Safety employees hired by the City Police Department after July 2, 1983 shall, within six (6) months of date of hire, establish a bona fide residence and reside within a reasonable distance from the Watsonville Police Building. For this purpose "reasonable distance" shall be construed to mean fifty (50) miles.

27.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the P.O.A. shall remain vested with the City, unless expressly abridged by this M.O.U. These rights include but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions; direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;

- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- 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.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the recognized grievance procedure.

Section A. The City Manager and Department Heads have and will continue to retain exclusive-making authority on matters not officially and expressly modified by specific provisions of this M.O.U.

Section B. In the exercise of the rights set forth in Section 25 .0, the City of Watsonville has the right to make reasonable rules and regulations.

28.0 PEACEFUL PERFORMANCE

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing . No lock-outs shall be made by the City. In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, the Association shall make a good faith effort to stop such violations of this section.

29.0 PHYSICAL FITNESS

Upon request, the Union agrees to meet and confer with the City during the term of this agreement on any proposed physical fitness programs developed by the City. Should the City eliminate the existing exercise facility, it shall provide notice to the Union and, upon request, meet and confer with the Union in order to provide for an alternate, equivalent means of providing physical fitness facilities for unit members.

30.0 VEHICLES

30.1 The City and Union agree that the City shall be responsible for enforcing and adopting standards for the vehicle refurbishment program. Failure of the City to adhere to the refurbishment standards shall be subject to appeal through the grievance procedure.

30.2 The City shall continue to use State of California specifications for the purchase of patrol vehicles.

30.3 The City shall provide a take-home vehicle for personnel serving as canine handlers, traffic officers, and the on-call investigator.

31.0 GRIEVANCE PROCEDURE

Upon mutual agreement of the City and an employee(s), formal grievances may be started at any agreed upon level of the Grievance Procedure.

32.0 HEPATITIS/TB TESTING

Upon request, the City would provide employees with Hepatitis and/or TB tests.

33.0 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 hereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

34.0 ELIGIBILITY LIST

Effective September 6, 2018 the Eligibility List for Sergeant shall be two years and may not be extended. The eligibility list may be abolished by the Human Resources Director at any time subject to the request of the Police Chief.

35.0 ENACTMENT

It is understood that the foregoing shall be jointly submitted to the City Council for approval and upon approval this Agreement becomes final and binding.

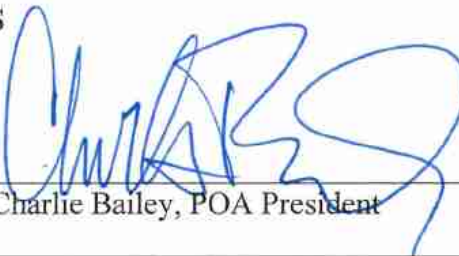
WATSONVILLE POLICE OFFICERS ASSOCIATION

Date: 7-9-19

Date: _____

Date: _____

Date: _____



Charlie Bailey, POA President

CITY OF WATSONVILLE

Date: 7/15/19



Matthew D. Huffaker, City Manager

Appendix A

Per Section 16.3, officers eligible for additional vacation cash out (above 40 hours) in September 2019 on a one-time basis are as follows:

Up to additional 80 hours

Isaak Rodriguez

Up to additional 60 hours

Brian Fulgoni

Lourdes Gombos

Fernando Lopez

Up to additional 40 hours

Ruben Zendejas

Angel Calderon

Rudy Lopez