

RESOLUTION NO. 2015-XXX

RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, APPROVING A THREE YEAR MEMORANDUM OF UNDERSTANDING WITH THE CALISTOGA POLICE OFFICERS ASSOCIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2015-16 OPERATING BUDGET FOR AN AMOUNT NOT TO EXCEED \$56,199 FROM THE UNAPPROPRIATED GENERAL FUND RESERVES TO THE POLICE DEPARTMENT BUDGET

WHEREAS, pursuant to provisions of the California State Government Code certain employees in specific positions of the City of Calistoga have organized themselves into a bargaining unit; and

WHEREAS, the employees in specified positions are recognized as the Calistoga Police Officers Association (CPOA); and

WHEREAS, the City of Calistoga has negotiated with the CPOA in the past to establish a Memorandum of Understanding agreement (MOU) to outline benefits and compensation for positions that are part of CPOA; and

WHEREAS, the existing MOU executed between the City of Calistoga and the CPOA expires on December 31, 2015; and

WHEREAS, the City of Calistoga and representatives of the CPOA have negotiated in good faith for a new MOU as set forth in the attached MOU; and

WHEREAS, the City Council and representatives of the CPOA have agreed in principle to the terms of the new MOU and signed tentative agreements on October 27, 2015, to this effect.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Calistoga hereby approves the Memorandum of Understanding between the City of Calistoga and Calistoga Police Officers Association for a period from January 1, 2016, through December 31, 2018, shown as Exhibit A to this resolution and authorizes the City Manager to execute the Memorandum of Understanding agreement; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Calistoga hereby approves budget adjustments to the Fiscal Year 2015-16 Operating Budget for an amount not to exceed \$56,199 from the unappropriated General Fund reserves to the Police Department budget as set forth as Exhibit B to this resolution.

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PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this **1st day of December, 2015**, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CHRIS CANNING, Mayor

ATTEST:

MELISSA VELASQUEZ, Deputy City Clerk

City of Calistoga
CPOA
January 1 through June 30, 2016

EXHIBIT B

Budget adjustment

01	4116	4301 salaries	28,924
01	4116	4309 incentive pay	3,433
01	4116	4303 fica & medicare	2,476
01	4116	4310 PERS	6,916
01	4116	4312 workers comp	1,854

		total	\$ 43,602
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01	4129	4301 salaries	8,126
01	4129	4309 incentive pay	759
01	4129	4303 fica & medicare	680
01	4129	4310 PERS	2,524
01	4129	4312 workers comp	509

		total	\$ 12,597
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		grand total	\$ 56,199
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Memorandum of Understanding

Between

City of Calistoga

And

Calistoga Police Officers

Association

January 1, 2016 to December 31, 2018

Adopted _____ December 15, 2015

Resolution No. 2015-xxx

**2016MOU
City of Calistoga/CPOA**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CALISTOGA
AND
CALISTOGA POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into between the CITY OF CALISTOGA, hereinafter referred to as CITY and CALISTOGA POLICE OFFICERS ASSOCIATION, hereinafter referred to as ASSOCIATION, a formally recognized employee organization pursuant to the provision of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

The parties agree that this Memorandum of Understanding shall be submitted to the City Council of the City of Calistoga with the joint recommendation of the designated representatives of the parties that the City Council resolve to adopt its terms and conditions and take such other and additional action as may be necessary to implement its provisions.

CITY agrees to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with ASSOCIATION, and shall consider fully such presentations as are made by ASSOCIATION on behalf of its members prior to arriving at a determination of policy or course of action.

The parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached an agreement thereon as set forth below.

The parties agree as follows:

Article 1 -City Rights

- A. Except as limited by the specific and express terms of the Agreement, CITY hereby retains and reserves unto itself all rights, powers authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Municipal Code of the City of Calistoga, and/or the laws and Constitute of the United States of America.
- B. Regardless of any provision contained in the MOU or which may be implied from this MOU, CITY shall retain and shall have the right to exercise the following exclusive rights, which include but are not limited to the following:
 - 1. the right to hire and fire;

2. the right to determine the mission of its constituent departments, divisions or commissions, and boards;
3. the right to set standards of service and municipal fees and charges;
4. the right to determine the procedures and standards of selection for employment, assignment, transfer and promotion of applicants and employees, provided in the case of employees that the exercise of such right shall not infringe on any rights employee has under this MOU;
5. the right to direct its employees;
6. the right to discharge or suspend employees for just cause and take other disciplinary actions against its employees as set forth herein;
7. the right to relieve its employees from duty because of lack of work or other legitimate reasons;
8. the right to maintain the efficiency of governmental operations;
9. the right to determine the methods, means and personnel by which governmental operations are to be conducted;
10. the right to determine and re-determine job content and job classifications;
11. the right to contract out any work which is now being performed by employees of the CITY or which shall be performed in the future by employees of CITY, provided this only occurs in those situations where the tasks cannot be accomplished by current association members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that CITY shall make every reasonable effort to place service requiring similar skills as the work performed by the employee when displaced by the contracting out and which requires minimal training to afford the employee opportunity to adequately perform the new position;
12. the right to take all necessary actions to carry out the mission of the CITY, its constituent departments, divisions, or commissions and boards in cases of emergencies; and
13. the right to exercise complete control and discretion over its organization and the technology of performing its work.

Article 2- Employee Rights

Employees of the CITY shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. Employees of CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. Should any

employee exercise that right, the employee organization shall be given advance notification prior to the implementation of the results of such self-representation.

Article 3- Recognition

- A. CITY recognizes the ASSOCIATION as the exclusive representative on behalf of employees occupying the full-time job classifications of:

- Police Officer
 - Police Corporal
 - Police Sergeant
 - Community Service Officer
 - Police Dispatcher
 - Police Dispatch Supervisor

- B. Such representation being subject to and qualified by employee rights under applicable local, State and Federal law to be represented by the organization of their choice.

Article 4- Access of Facilities

- A. All ASSOCIATION business will be conducted by employees and ASSOCIATION representatives outside of established working hours, and CITY facilities will not be used for the conduct of ASSOCIATION business, unless permission is granted therefore in writing. Nothing herein shall be construed to prevent an ASSOCIATION representative or an employee from contacting the City Manager or other management representatives regarding personnel related matters during working hours.
- B. The authorized ASSOCIATION Business Agent shall be given access to work locations during working hours, provided that prior to visiting any work location the ASSOCIATION representative notifies the CITY.

Article 5- Dues

The CITY shall deduct Association dues from employee's pay in conformity with State and City regulations. CITY shall pay over to ASSOCIATION all sums so deducted on account of such dues. ASSOCIATION shall provide CITY with authorization for such deductions, and said authorizations shall clearly state the terms and conditions for implementation of deductions and conditions for cancellation of deductions.

Article 6- No Discrimination

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate union

activities against any employee or applicant for employment by the ASSOCIATION or by the CITY or by anyone employed by the CITY; to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability, however the disabled person must be able to perform the essential functions established for the classification.

Article 7- Term

This MOU becomes effective upon ratification by the City Council and shall remain in force and effect from January 1, 2016, through December 31, 2018.

Article 8- Grievance Procedures

Please see Police Department Policy and Procedure Manual Section 1006.

Article 9- Probationary Period

- A. The probationary period is part of the examination process. It is a work test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.
- B. During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal.
- C. All employees who are not currently employed in a permanent position shall be on probation for one (1) year following employee's successful completion of a POST-accredited police officer academy, before attaining permanent status. All employees who are not currently employed in a permanent position who have successfully completed the POST-accredited police officer academy and received certification thereof, prior to date of hire, shall serve a probationary period of one (1) year before attaining permanent status. All employees hired as full-time dispatchers shall be on probation for one (1) year starting on the date of full-time hire.
- D. The granting of any leave of absence without pay exceeding five (5) consecutive calendar days shall cause such employee's probationary period to be extended by the number of calendar day(s) for which such leave of absence has been granted, and shall require adjustment of such employee's anniversary date, pursuant to the formula set forth hereinabove.

Article 10- Sick Leave

Please see Section 10.2 of the CITY's Personnel Rules and Regulations.

Article 11- Disabled Pregnancy Leave

Please see Section 10.06 of the CITY's Personnel Rules and Regulations.

Article 12- Vacation Leave

- A. Every full-time regular employee represented by this MOU shall accumulate vacation based on year of service as follows:

Year 1 through Year 3	-10 Days
Beginning Year 4 through Year 6	-12.5 Days
Beginning Year 7 through and up	-20 Days

A day of vacation shall be the equivalent to eight (8) Hours

- B. Employees shall not earn vacation once their accrued vacation balance has reached three (3) times their annual vacation allowance. An extension of vacation limits may be granted by the City Manager. The CITY encourages employees to use vacation annually.
- C. No employee shall be permitted to work for compensation for CITY in any capacity during the time of his/her paid vacation from CITY service, upon termination, vacation used shall be pro-rated against vacation earned.
- D. Every CITY employee who leaves CITY employment, unless discharged from CITY service during probation, shall be granted the use of all accumulated vacation or shall be paid at the current rate of compensation applicable at the time of separation. Because employees seldom terminate on the final day of a month, the following method will provide for equitable payment of vacation earned during the month of termination. If an employee terminates on a day falling on the first through the fifteenth day of a month, the employee shall receive credit for one- half the month's accrual; if an employee terminates on a day falling on the sixteenth through thirty-first day of the month, the employee shall receive full credit of the vacation accrual for the month.
- E. Employee requests for vacation leave shall be submitted to their supervisor or the Chief of Police at least thirty (30) days in advance of the starting day of requested leave.

Article 13- Holidays

A. Each employee shall be allowed the following holidays with full pay:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Admission's Day	September 9
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

B. Each employee shall receive ten (10) hours or the hours of assigned shift straight time pay or ten (10) hours or the hours of assigned shift compensatory time off for each of the recognized holidays if said holiday falls on the employee's regular day off. If an employee is scheduled to work a normal workday on a recognized holiday, the employee shall receive fifteen (15) hours or one and one-half (1.5) times the hours of assigned shift at straight time pay or fifteen (15) hours or one and one-half (1.5) times the hours of assigned shift of compensatory time off. It will be the employee's option to receive pay or compensatory time off.

Article 14- Salary on Reduction/Demotion

Any employee who is demoted to a position in a class having a salary range lower than the class or position from which he/she was demoted from shall have his/her salary reduced to the monthly salary next lower than the salary he/she received before the demotion. In such cases, the employee shall retain the same anniversary date.

Article 15- Wages and Benefits

A. Monthly salaries shall be provided for the employee classifications in accordance with the salary schedule in Appendix A.

Effective January 1, 2016 all bargaining unit salaries shall be increased by three percent (3%) as shown in Appendix A.

Effective January 1, 2017 all bargaining unit salaries shall be increased by three percent (3%) as shown in Appendix A.

Effective January 1, 2018 all bargaining unit salaries shall be increased by three percent (3%) as shown in Appendix A.

B. Medical and Dental Benefits

Regular or probationary full-time employees are members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The CITY's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be the minimum payment required by the Public Employees Medical and Hospital Care Act.

1. In addition, effective July 1, 2015, the CITY shall contribute the entire cost of the following insurances, except for employee contributions below:
 - a. 10% of the Dental Plan monthly premium amount, paid through a payroll deduction.
 - b. 10% of the Medical Plan monthly premium amount for any eligible CalPERS medical plan, paid through a payroll deduction.

An employee may use any contributions to a Section 125 Plan toward the cost of employer-provided PERS Medical health insurance and Dental insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

2. Share the Savings Program –

The CITY shall provide three hundred dollars (\$300.00) per month to any employee who meets the following criteria:

- a. Declines the CITY sponsored Medical Coverage
- b. Provide the CITY with acceptable evidence of Medical Insurance from an alternative provider.
- c. An employee may accept or decline dental coverage without affecting the Share the Savings Program.

C. Affordable Care Act

At such time as regulations are issued implementing the Affordable Care Act ("ACA"), the City and the CPOA will meet to discuss the impact, if any of such regulations on any benefit plans offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that

the City and the CPOA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Article 16- Uniforms and Equipment

A. Uniform and Equipment Issuance:

1. At initial full-time employment Community Service Officer, Police Dispatchers, Dispatch Supervisors, Police Officers, Police Corporals and Police Sergeants shall be issued, at the CITY's expense, the following items:

- 3 shirts with patches
- 3 trousers/skirts
- 1 tie
- 1 tie bar
- 1 pair uniform shoes
- 1 belt, trouser type

The City will pay each year a stipend for cleaning and purchase of the uniform and equipment items listed above to employees in each of the listed positions by the first pay period in July, as follows: sworn officers: \$750 and Community Service Officer, Dispatchers and Dispatch Supervisor: \$500. However, new employees shall only receive the July stipend on a pro rata basis from the date of hire to the end of the fiscal year. Subsequently, they are entitled to the same stipend on a full annual basis as other employees.

2. All full-time Police Officers, Police Corporals and Police Sergeants shall be issued, at CITY's expense, the following:

- Sam Browne belt
- 4 Keeper straps
- Baton
- Baton ring
- Handcuffs with case
- Duty handgun with holster
- Ammunition pouch
- Protective vest*

*Any vest issued will be considered having a life of five (5) years.

- B. For employees hired before January 1, 2013, the CITY shall report the value of uniform cleaning and replacement to PERS as follows:

Sworn Officers	\$750 per year
Dispatchers and Dispatch Supervisor	\$500 per year

Article 17- Field Training Officers

- A. Field Training Officers (FTO's) will receive \$25.00 per shift while assigned to training an officer.
- B. Training dispatchers will receive \$25.00 per shift while assigned to training duties.

Article 18- Retirement

- A. Employees Hired Before May 1, 2012

For employees hired before May 1, 2012 only, the CITY shall provide all current Police Officers, Police Corporals, and Sergeants with retirement coverage through the Public Employees' Retirement System (PERS) under 3% at 55 Local Safety plan. CITY shall provide all current Dispatchers and Dispatch Supervisor with retirement coverage through the Public Employees' Retirement System (PERS) under the 2.5% at 55 miscellaneous plans. Additional PERS Retirement Benefits for employees hired before May 1, 2012 are as follows:

- 1. Credit for unused Sick Leave (Government Code Section 20965), and
- 2. Single Highest Year (Government Code Section 20042).

- B. Employees Hired On Or After May 1, 2012 And Before January 1, 2013, Or Employees Who Qualify For Pension Reciprocity

For employees hired on or after May 1, 2012, and before January 1, 2013, as well as for employees who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related reciprocity requirements established by PERS, the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 21369 (2% @ 55) for Safety employees and Government Code Section 21353 (2% @ 60) for Non-Safety employees. These formulas shall be based upon a 3-year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

- C. Employees Hired On Or After January 1, 2013

For employees hired on or after January 1, 2013 who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c), the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 7522.25 (b) (the Basic Safety

Plan – 2% @ 57) for Safety employees and through the PERS retirement formula under Government Code Section 7522.20 (2% @ 62) for Non-Safety employees. These formulas shall be based upon a 3-year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

D. Employee Contributions

All employees shall pay the full employees' share of Public Employees' Retirement employee contribution as determined by PERS; the City shall not pick up any portion of the required employee contribution.

Article 19- Work Schedule

- A. Work Period: The work period for full-time personnel will be defined by the FSLA public safety definition, recognized to cover employees who will work 171 hours in a 28 day period. The shift hours for employees presently consists of twelve (12) hours of work inclusive of a thirty (30) minute lunch break and two (2) fifteen (15) minute rest periods for employee classifications in this agreement. The CITY may explore alternate schedules to meet the operating needs of the Department.
- B. Normal Work Day: As assigned by the Chief of Police, either twelve (12) consecutive hours of work in a twenty-four hour period; ten (10) consecutive hours of work in a twenty-four (24) hour period; or eight (8) consecutive hours of work in a twenty-four (24) hour period. The definition of workday for the purposes of computing accumulation of use of sick or vacation, is eight (8) hours.
- C. Work Shift: Specific time during a twenty-four (24) hour period at which an employee's normal work day regularly begins and ends, to be established by the Chief of Police.
- D. Work Schedule: Specifically named days of the week which comprise an employees' normal workweek, to be established by the Chief of Police.
- E. Employment other than that employment pursuant to this MOU shall be restricted according to law.

Article 20- Special Compensation

- A. Should the CITY call back or recall any full-time employee after his/her normal working hours or assigned schedule to perform work, CITY shall pay said employee applicable time at one and one-half (1 1/2) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours, regardless of time actually worked as a result of being called back to perform services for the CITY.

- B. Should the City or other entity require an employee to be subject to court time or court standby time during a time other than the employee's assigned work shift schedule said employee's applicable time will be paid at the rate of one and one-half (1 ½) for all hours actually worked. Employee shall be allowed travel time, to court from home or station, whichever is closer in addition to the amount of time spent in the court time appearance. In no event shall employee receive less than a minimum payment of three (3) hours, regardless of time actually worked as a result of being in court. Court standby time shall be limited to a maximum of four hours of pay per day.
- C. All overtime, extended shift work, special detail work, training, authorized training, in excess of the established maximum hours in a work period as defined by the Fair Labor Standards Act shall be compensated by payment at the rate of one and one-half (1 ½) times the applicable hourly base rate of pay of the employee, or at the determination of the employee by compensatory time off.
- D. For non-court regular standby, employees shall be afforded one hours pay for every eight hours on standby.

Article 21- Definitions

- A. Overtime: Overtime for employees on a forty (40) hour work week schedule is authorized time worked in excess of forty (40) hours in a work week. Overtime for employees on twelve hour shifts is authorized time worked in excess of 171 hours in a 28 day period. Such overtime shall exclude shift changes.
- B. Recall Work/Call Back: Work performed by off-duty employee ordered to work.
- C. Extended Shift Work: Time worked by employees beyond their normal assigned work shift.
- D. Special Detail Work: Work performed by an employee during off-duty hours involving duty at parades and other public or civic events, or a private contract employment when assigned by the Chief of Police.
- E. Training: Time spent by employees during off-duty hours attending required training.
- F. Authorized Training: Training authorized by the Chief of Police, which is not required.

- G. Court Time: Time required of an employee in attendance at court in response to a subpoena, a coroner's inquest, a hearing, or trial in a civil or criminal case, during a time other than the employee's assigned work shift schedule, for the purpose of testifying respecting knowledge acquired or claimed to have been acquired by such employee in the course of employment with CITY.
- H. Court Standby Time: Time required by an off-duty employee, authorized to the tribunal ordering the appearance, to remain available at a location other than the location specified in the Subpoena.
- I. Employee(s): Full-time positions of Police Officers, Police Corporals, Sergeants, Community Service Officer, Dispatcher, and Dispatch Supervisor.
- J. Sworn Personnel: Employees who are Peace Officers in accordance with Penal Code Section 830.1.
- K. Regular Standby: Employees placed on standby in appropriate circumstances when an employee is scheduled for, in an emergency or natural disaster.
- L. Compensating Time Off: Please see Section 9.02 C of the CITY's Personnel Rules and Regulations.

Article 22- Differential and Bilingual Pay

- A. Employees who work a shift which consists of one-half (1/2) the hours actually worked between 12:00 midnight and 8:00 a.m. shall receive a four per cent (4%) of base salary graveyard differential for such shift actually worked.
- B. Dispatcher employees who work the shift described in Section A of this article in excess of eight (8) consecutive months shall receive an additional two percent (2%) for a total of six percent (6%) of base salary graveyard differential for such shift actually worked.
- C. Employees who qualify shall receive five per cent (5%) of base salary as bilingual differential. An employee shall be deemed qualified who is determined by the CITY to be fluent in an appropriate language or enrolled in a class to learn that language. The CITY shall consult with the ASSOCIATION prior to establishing fluency standards.

Article 23- Educational Incentive

- A. As an incentive for employees to continue their education in police sciences, CITY shall pay:

1. To all full-time employees in the classifications of Police Officer, Police Corporal and Police Sergeant that possess the following:
 - a. POST Intermediate Certificate, an Associate Degree or 60 units of college credit an additional two and one half percent (2.5%) of base salary.
 - b. POST Advanced Certificate, a Bachelor Degree or 120 units of college credit an additional two and one half percent (2.5%) of base salary.
 2. To all full-time employees in the classifications of Community Service Officer, Police Dispatcher or Police Dispatch Supervisor that possess the following:
 - a. POST Complaint Dispatch Certificate an additional two and one half percent (2.5%) of base salary.
 - b. POST Public Safety Dispatcher Certificate, a Bachelor Degree or 120 units of college credit, an additional two and one half percent (2.5%) of base salary.
- B. In no case shall an employee receive more than five percent (5%) of base salary for educational incentive.
- C. All college degrees or units of college credits shall be from an accredited college recognized by the State of California.

Article 24- Life Insurance

- A. CITY shall provide life insurance coverage for each employee covered by the MOU in the amount of fifty thousand dollars (\$50,000), or one year's base salary, whichever is greater, to include a double indemnity provision.

Article 25- Service Bonus

The CITY shall provide a lump sum Service Bonus in the following manner.

1. On the completion of five (5) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Bonus equivalent to 1.5% of the employee's annual base salary.
2. On the completion of ten (10) of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Bonus equivalent to 2% of the employee's annual base salary.

3. On the completion of fifteen (15) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Bonus equivalent to 2% of the employee's annual base salary.
4. On the completion of twenty (20) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Bonus equivalent to 2.5% of the employee's annual base salary.
5. After the twenty-fifth year of service with the City, upon completion of each fifth year of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Bonus equivalent to 2.5% the employee's annual base salary.

Article 26- Military Leave

Please see Section 10.08 of the CITY's Personnel Rules and Regulations.

Article 27- Medical Examinations

- A. Any applicant being considered for appointment as a full-time probationary employee shall, prior to such appointment, undergo a physical examination performed by a licensed physician at CITY's expense.
- B. Any applicant being considered for appointment as a full-time probationary employee shall, prior to such appointment, undergo a psychological examination at CITY's expense.
- C. Annually, thereafter, each employee shall undergo a physical examination at CITY's expense, to be performed by a licensed physician of employee's choice.

Article 28- Provisions of Law

If any provision of the application or any provision of this MOU as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Article 29- No Strike

The ASSOCIATION agrees that there will be no strike, work stoppage, slowdown, 'sick-in', sit down, refusal to perform work, or other interference with

operations, nor any picketing or refusal to enter upon CITY's premises on any account, or in connection with any grievance or dispute, and CITY agrees that it will engage in no lockouts during the term of this MOU.

Article 30- Layoff

In the event of employee layoffs, seniority shall be the basis for layoffs undertaken for economic reasons. Non-economic layoffs such as reorganization or restructuring need not be based on seniority, but shall be based primarily on merit, as reflected in the most recent two employee evaluations. Such layoffs shall be subject to the grievance procedure.

Article 31- Personnel Rules and Regulations

The Articles of this Agreement are also covered in the CITY Personnel Manual. It is the intent of the parties that the provisions in both the Personnel Manual and the Agreement be the same. If there is a conflict between the two, the provisions of this Agreement shall prevail over the Personnel Manual.

Any specific reference to a section of the City of Calistoga Personnel Rules and Regulations in this MOU is subject to review under the City of Calistoga Grievance Procedure (Section 13 of the City of Calistoga Personnel Rules and Regulations) and may not be modified without mutual agreement of the CPOA except during MOU negotiations.

Article 32- Successor MOU

.Negotiations for a successor MOU shall begin on or before three months prior to the end of the term of this agreement. Either party hereto may serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor MOU. Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days thereafter.

Article 33- Unauthorized Leave

Please see Section 10.12 of the City's Personnel Rules and Regulations.

Executed this _____ day of _____, 2015

CITY OF CALISTOGA

City Manager

President

Secretary-Treasurer

APPENDIX A
City of Calistoga
Salary Schedule
Calistoga Police Officers Association (CPOA)

Monthly

Position Title	Range
Police Officer	29
Police Corporal	31
Sergeant	36
Dispatch Supervisor	25
Dispatcher	19
Community Service Officer	19

	JANUARY 1, 2016			3%	Fixed
Range	Step 1	Step 2	Step 3	Step 4	Step 5
29	5521	5797	6087	6391	6711
31	5797	6087	6391	6711	7046
36	6551	6878	7222	7584	7963
19	4326	4542	4770	5008	5258
25	5008	5258	5521	5797	6087

	JANUARY 1, 2017			3%	Fixed
Range	Step 1	Step 2	Step 3	Step 4	Step 5
29	5687	5971	6270	6583	6912
31	5971	6270	6583	6912	7257
36	6748	7084	7439	7812	8202
19	4456	4678	4913	5158	5416
25	5158	5416	5687	5971	6270

	JANUARY 1, 2018			3%	Fixed
Range	Step 1	Step 2	Step 3	Step 4	Step 5
29	5858	6150	6458	6780	7119
31	6150	6458	6780	7119	7475
36	6950	7297	7662	8046	8448
19	4590	4818	5060	5313	5578

25	5313	5578	5858	6150	6458
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