

**Memorandum of Understanding
Between**

City of Calistoga

And

Calistoga Police Officers Association

January 1, 2023 – December 31, 2025

2023 MOU City of Calistoga/CPOA

Calistoga Police Officers Association
 Memorandum of Understanding
 January 1, 2023 – December 31, 2025

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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 Constitution 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 the recognized employee organization 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 the recognized employee organization.

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 Sergeant
 Public Safety Community Service Officer
 Public Safety Dispatcher
 Public Safety Dispatch Supervisor

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

Employees may sign up for Payroll Deductions of Association Dues with the ASSOCIATION. The ASSOCIATION will certify changes or new authorizations for dues deductions from members of the ASSOCIATION in an electronic data file to be transmitted to the CITY's Administrative Services Department – payroll unit. If an employee opts for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion, or demotion of the employee to a different bargaining unit; or
2. Until the end of the pay period following notification from the ASSOCIATION to the CITY to cease deduction dues, or a later date as specified by the ASSOCIATION (to coincide with the end of a pay period).
3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over dues.
4. The ASSOCIATION, in consideration for and as a condition of the CITY withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866 shall hold harmless and indemnify the City of Calistoga, its officers, and employees from any liability that may result from making, canceling or changing requested 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, 2023, through December 31, 2025.

Article 8 - Grievance Procedures

- A. Definition of Grievance: A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of this Memorandum of Understanding or City/Department policies or procedures.
- B. Statement of Grievance: The statement of grievance shall contain the approximate date of the incident giving rise to the grievance, the specific Memorandum of Understanding Article or City/Department policy or procedure in question, a brief narrative of the facts of the concern and the proposed resolution the grievant is seeking.
- C. Timelines:
1. Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review.
 2. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition.
 3. the parties may extend time limits by mutual written agreement in advance of a deadline.
 4. Any grievance not timely filed or appealed within specific time limits may be rejected as untimely.
- D. Grievance Procedures:
1. Step 1 – Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor n later than thirty (30) calendar days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
 2. Step 2 – Chief of Police: If the employee believes that the grievance has not been resolved in Step 1 (Informal Resolution with Supervisor), the employee may submit a written Statement of Grievance to the Chief of Police. The employee must submit the Statement of Grievance within thirty (30) calendar days after the grievant and his/her Supervisor were unable to resolve the grievance. The Chief of Police shall consider, discuss the grievance with the grievant (and his/her representative, if any) and/or investigate as the Chief of Police deems appropriate, and shall, within twenty-one (21) calendar days of

the written Statement of Grievance, submit his/her decision in writing to the grievant.

3. Step 3 – Personnel Officer or Designee: If the employee believes that the grievance has not been resolved through Step 2 (Chief of Police), the employee may appeal the grievance decision of the Chief of Police to the Personnel Officer. Such appeal must be filed within fourteen (14) calendar dates of the date of the Chief of Police’s written decision. The Personnel Officer/designee shall consider, discuss the grievance with the grievant (and his/her representative, if any) and/or investigate as the Personnel Officer/designee deems appropriate, and shall, within twenty-one (21) calendar days of receipt of the written Statement of Grievance, submit his/her decision in writing to the grievant.
4. Step 4 – Advisory Arbitration: If the employee believes that the grievance has not been resolved through Step 3 (Personnel Officer or Designee), the employee may appeal the grievance decision of the Personnel Officer/Designee to a hearing before a third party, neutral arbitrator. Such appeal shall be concurrently filed by the grievant to the City’s City Manager and the Association’s President.

Within fourteen (14) calendar days following receipt of the appeal to Advisory Arbitration, either the City Manager/designee or Association President/designee shall request a list of seven (7) arbitrators to be supplied by the State of California Mediation and Conciliation Service. The City Manager/designee or Association President/designee may mutually select one (1) arbitrator from the said supplied list or shall select one from the list by, after a toss of a coin (with the winner of the coin toss to decide which party shall move first), alternately striking names until one name remains. That person remaining shall serve as the arbitrator.

The fees of the arbitrator and of a court reporter, if any, shall be shared equally by the City and the grievant. Each party shall be responsible for its own costs, including the costs of their advocates.

A hearing before the arbitrator shall be held within sixty (60) calendar days of the selection of the arbitrator, unless the selected arbitrator’s schedule does not so permit. If the selected arbitrator’s schedule does not so permit, either the parties shall mutually agree to extend the date of the hearing or, absent such mutual agreement, the selected arbitrator shall be the individually last struck before the arbitrator who is not timely available. This process shall continue until either a) the arbitrator is available to hold the hearing timely; or b) the parties mutually agree to a time extension; or c) none of the seven arbitrators are timely available and, if so, then the first arbitrator (i.e., the arbitrator whose name was not stricken from the listing of seven and thus contacted first) shall be the arbitrator (and notwithstanding the arbitrator’s inability to hold the hearing within sixty calendar days).

The arbitrator's recommended decision shall be concurrently filed with the City Manager/designee, Association President/designee and the grievant.

5. Step 5 – Following the Grievance Hearing: The City Manager shall have thirty (30) calendar days following receipt to accept or reject the arbitrator's recommended decision. If the City Manager does not act within the thirty (30) calendar days then the arbitrator's recommended decision is deemed adopted. In the event the City Manager rejects the arbitrator's recommended decision, then the decision of the City Manager shall be final and the City shall pay one hundred percent (100%) of the fees of the arbitrator and court reporter (i.e., fees of the arbitrator and court reporter are no longer equally shared between the City and the grievant).

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. Individuals hired, rehired (except as a result of a disciplinary action appeal decision), promoted, demoted, transferred or placed within the bargaining unit shall serve a probationary period of one (1) year following said date of hire, rehire, promotion, transfer or placement within the bargaining unit.
- D. The granting of any leave of absence with or without pay, military leave of absence or jury duty exceeding seven (7) 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 -Family and Medical 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 | 80 hours annually |
| Beginning Year 4 through Year 6 | 100 hours annually |

Beginning Year 7 through and up 160 hours annually

- B. Employees shall not earn vacation once their accrued vacation balance has reached 480 hours. 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. The following holidays are recognized by the City as the holidays the employees are entitled to be compensated for, pursuant to PERS rules, to make them persable compensation for retirement purposes. Each day is valued at 12 hours or the assigned shift hours depending on the employee's schedule.

| | |
|-------------------------------|---------------------------|
| 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 |
| Juneteenth | June 19 |
| 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. If an employee is scheduled to work a normal workday on a recognized holiday, the employee shall receive one and one-half (1.5) times the hours of assigned shift at straight time pay 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 receive the highest salary step in the new classification that does not exceed his/her rate immediately prior to 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**.

B. Medical, Vision 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 January 1, 2022, 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.
- c. 10% of the Vision Plan monthly premium amount, paid through a payroll deduction, effective March 1, 2022. Enrollment is mandatory for all employees.

An employee may use any contributions to a Section 125 Plan toward the cost of employer-provided PERS Medical health insurance, Vision 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 four hundred dollars (\$400.00) 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 employees in recognized classifications 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 peace officers: \$900 and non-safety employees: \$600. Effective the first pay period in July 2023 the sworn peace officer uniform allowance is increased from nine hundred dollars (\$900) to one thousand dollars (\$1,000) and the non-safety employees uniform allowance is increased from six hundred dollars (\$600) to seven hundred dollars (\$700). 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.

B. All full-time sworn peace officers 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.

- C. For employees hired before January 1, 2013, the CITY shall report the value of uniform cleaning and replacement to PERS as follows:
- Sworn Peace Officers is \$900 per year, increased to \$1,000 effective July 1, 2023
 - Non-safety employees is \$600 per year, increased to \$700 effective July 1, 2023

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 – Assignment Pay

- A. Upon assignment by the Chief of Police, with concurrence of the City Manager, an employee assigned as a School Resource Officer, Defensive Tactics Instructor, or Firearms Instructor shall receive two hundred six dollars per month, divided and paid in equal amounts for each pay period (e.g., one hundred three dollars if paid semi-monthly and ninety-five dollars and eight cents if paid biweekly).

Article 19 - Retirement

- A. Employees Hired Before May 1, 2012

For employees hired before May 1, 2012 only, the CITY shall provide safety employees with retirement coverage through the Public Employees' Retirement System (PERS) under 3% at 55 Local Safety plan. CITY shall provide all current non-safety employees (i.e., miscellaneous employees) 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.

E. 401 (a) Money Purchase Plan – City Contribution to Regular Full-Time PEPRAs and Regular Full-Time Classic Tier II Sworn Safety Employees

Effective July 1, 2021, the City shall make a five percent (5%) of pre-tax base salary contribution to each regular full-time PEPRAs and regular full-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account, up to the annual limit under IRC §415(c), which is equal to the lesser of (i) one hundred percent (100%) of each regular full-time PEPRAs and regular full-time Classic Tier II safety employee's IRC §415 compensation or (ii) the dollar limit in effect for the year. The dollar limit for 2021 is \$58,000 and \$61,000 for 2022. These contribution limits may adjust annually.

1. These contribution limits are inclusive of the contributions of City, which also includes contributions of City and employee to any other 401(a) accounts the regular full-time PEPRAs and regular full-time Classic Tier II sworn safety employee holds with City or any other entities related to the City that meet the controlled group rules under IRC §414(b), the common control rules under IRC §414(c), or the affiliated service group rules under IRC §414(m) as set forth in the Internal Revenue Code.
2. The City's contribution to each regular full-time PEPRAs and regular full-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account will be retroactive to July 1, 2021.
3. No interest will be paid on the retroactive contribution.

4. Because the City contribution is derived from base salary, the City's dollar contribution to each regular full-time PEPRAs and regular full-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account shall increase with any increase to the regular full-time PEPRAs and regular full-time Classic Tier II sworn safety employee's base salary, subject to the contribution limits set forth above.
5. In no event will the City contribution exceed 5% of the full-time time PEPRAs or regular full-time Classic Tier II sworn safety employee's pre-tax base salary.
6. No employee contribution will be permitted to the employee's Calistoga 401(a) Money Purchase Plan account.

Article 20 - Work Schedule

- A. **Work Period:** The work period for full-time personnel will be defined by the FLSA 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. The Work Schedule should be posted at least fourteen (14) days in advance of its effective date.
- E. **Employment other than that employment pursuant to this MOU shall be restricted according to law.**

Article 21 – Overtime

- A. All FLSA non-exempt employees shall receive overtime pay computed at one and one-half (1.5) their regular rate for all hours worked by the employee in excess of amounts in a designated work period as specified by the FLSA. Overtime hours shall be paid to the nearest quarter hour of time worked. Official City holidays shall be considered as actual hours worked for purposes of computing overtime eligibility. Vacation, sick, compensatory time shall not count as actual hours worked for computing overtime. Except in case of emergency, overtime must be pre-authorized by the City.

- B. Employees eligible for overtime pay may elect to received Compensatory Time Off (CTO) at time and one-half (1.5) in lieu of overtime pay. Employees may accrue and have a maximum current credit of eighty (80) hours of CTO. Employees represented by the bargaining unit may accrue CTO on a fiscal year basis. CTO must be used by the employee by the end of the fiscal year; otherwise, the employee will receive overtime pay in lieu of CTO.
- C. FLSA exempt employees are not covered by the overtime provisions and are not eligible for overtime pay.
- D. FLSA non-exempt employees that are required to work in excess of a full-time employee's normal work day (e.g., 8, 10, 12 hours per work day) will be entitled to overtime at one and one-half (1.5) their regular rate for all hours worked in excess of that full-time employee's normal work day.

Article 22 - 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.
- E. Any employee who has received a subpoena to appear in court or DMV Hearings and is cancelled for such appearance with less than forty-eight (48) hours advance notice shall receive a minimum of two (2) hours pay at her/his hourly base rate.

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Article 23 - 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): Individuals hired into a regular position from which the classification is represented under this collective bargaining agreement.
- 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 24 - 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. 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 a language or enrolled in a class to learn that language. The CITY shall consult with the ASSOCIATION prior to establishing fluency standards.

Article 25 – Police Corporal

- A. **Definition:** The Corporal position is a specialty assignment made by the Chief of Police and not a permanent assignment or promotion. Corporals will provide input in the evaluation process of staff under their functional supervision but the responsibility of performance evaluations will be the assigned patrol sergeant or supervisor. The Corporal specialty assignment is an annual assignment to be reviewed annually and may be extended based upon an annual review by the Sergeant with a recommendation to the Chief of Police. The position is primarily a graveyard shift generally working 6:00 p.m. – 6:00 a.m. on a designated patrol team.
- B. **Scope:** This is a sworn lead-level law enforcement position that performs all law enforcement activities found in a municipal police department, and provides lead supervision and direction to Police Officers on an assigned shift. Corporals are required to be armed while on duty and may be assigned to work in uniform or plain clothes. Shift schedules and job assignments may be changed periodically to assure the maximum delivery of effective police service. The position is distinguished from Police Sergeant in that the latter is the full supervisor position and exercises direct and general supervision over Police Officers, Police Corporals, and other non-safety staff. Corporals will provide input in the evaluation process of staff under their functional supervision but the responsibility of performance evaluations will be assigned patrol Sergeant or supervisor. The approval of overtime by the Corporal position is limited to providing shift coverage for immediate unanticipated vacancies (i.e., sick) in dispatch or patrol and for completion of reports. Corporals may sign up for Sergeant patrol overtime if a Sergeant is not available to work the post assignment.
- C. **Compensation:** A Police Officer assigned by the Chief of Police as a Corporal shall receive additional compensation in the amount of five percent (5%) of the employee's base pay per pay period.¹
- D. **Selection Process:** The selection process will minimally be a letter of interest submitted by the applicant candidate and an oral board selection with a recommendation to the Chief of Police. The Chief of Police has the duty to make the appointment. The oral board will minimally be two Police Sergeants and the Public Safety Dispatch Supervisor.

¹ As an illustrative example: The Police Officer's monthly base salary is \$1,000 per month (e.g., Police Officer salary schedule, step 5) and the Police Officer receives 2.5% (\$250) for the possession of a specific POST certificate or college units/degree. The 5% Corporal assignment compensation is based on \$1,000 and is not based on \$1,250.

If there is only one candidate who meets the qualification criteria, the Chief of Police may conduct the selection interview and solicit recommendations by the Police Sergeants and Public Safety Dispatch Supervisor. In the event of more than one Corporal, seniority between the Corporals will be based on the individuals' dates of hire with the City.

Article 26 - Educational Incentive

- A. As an incentive to recruit and/or retain employees who have pursued and completed higher education and professional training referenced herein, 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. Current employees and new hires must have a degree that is field related. In order to be a qualifying educational degree, an Associates, Bachelor's or Master's degree must be related to the work of the employee's position, career development or occupation in such fashion as will offer substantial benefit to the City and must have been conferred by a college or university accredited by the Western Association of Schools and Colleges or by a national accreditation agency.

Article 27 - 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.

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Article 28 - Longevity Pay

- A. The CITY shall provide pensionable Longevity Pay 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 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 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 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 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 equivalent to 2.5% the employee's annual base salary.
- B. Effective the later of the date of the City Council's adoption of the collective bargaining agreement or January 1, 2023 the **Article 27, Longevity Pay, paragraph A** is deleted in its entirety and replaced as follows:
1. On the completion of four (4) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum equivalent to two percent (2%) of the employee's annual base salary.
 2. On the completion of eight (8) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum equivalent to two and one-half percent (2.5%) of the employee's annual base salary.
 3. On the completion of twelve (12) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum equivalent to three percent (3%) of the employee's annual base salary.
 4. On the completion of sixteen (16) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum equivalent to three and one-half percent (3.5%) of the employee's annual base salary.

5. 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 equivalent to four percent (4%) of the employee's annual base salary.

Article 29 - Military Leave

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

Article 30 - 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.

Article 31 - 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 32 - 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 33 - 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 34 - Personnel Rules and Regulations

Some of 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 Grievance Procedure of this Agreement and may not be modified without mutual agreement of the CPOA except during MOU negotiations.

Article 35 - Successor MOU

The parties agree to begin successor MOU negotiations one hundred fifty (150) to one hundred eighty (180) day prior to the expiration of the current MOU.

Article 36 - Unauthorized Leave

An employee is deemed to have resigned from his/her position if the employee is absent for three (3) or more consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at the employee's address of record, of the circumstances of the job abandonment, and given an opportunity to provide an explanation of his or her unauthorized absence. An employee who promptly responds to the City's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Chief of Police (or designee) before final action is taken, to explain the unauthorized absence and failure of timely notification. An employee separated for unauthorized leave or job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for unauthorized leave or job abandonment has the right to a post-separation appeal.

Article 37 - Full Understanding, Modification and Waiver

This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers-Milias-Brown Act, as amended, not covered herein without first having met and conferred with the Association to the extent required by law. For purposes of the Agreement, emergency means any sudden and unforeseeable incident or occurrence.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City, and ratified by the membership of the Association.

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The waiver of any breach of and term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Executed this 15 day of December, 2022.

CITY OF CALISTOGA



City Manager

CALISTOGA POLICE OFFICERS ASSOCIATION



President



Secretary-Treasurer

APPENDIX A
Salary Schedule
Calistoga Police Officers Association (CPOA)
Monthly

1. The present approximate monthly pay rate for represented classifications are:

| Classification | Monthly-1 | Monthly-2 | Monthly-3 | Monthly-4 | Monthly-5 | FLSA |
|--|-----------|-----------|-----------|-----------|-----------|------------|
| Police Officer | \$6,786 | \$7,1256 | \$7,481 | \$7,855 | \$8,248 | Non-Exempt |
| Public Safety Community Services Officer | 5,318 | 5,582 | 5,862 | 6,156 | 6,462 | Non-Exempt |
| Public Safety Dispatch Supervisor | 6,156 | 6,462 | 6,786 | 7,125 | 7,481 | Non-Exempt |
| Public Safety Dispatcher | 5,320 | 5,582 | 5,862 | 6,156 | 6,462 | Non-Exempt |
| Sergeant | 8,051 | 8,455 | 8,876 | 9,322 | 9,788 | Non-Exempt |

2. Effective the later of the beginning of the first full pay period following the City Council's adoption of the collective bargaining agreement or January 1, 2023, the base wages set forth in this **Appendix A, paragraph 1**, above, will be increased by five and one-half percent (5.5%) for Police Officer and Sergeant and by six percent (6%) for the other listed classifications.
3. Effective the beginning of the pay period which includes January 1, 2024, the base wages set forth in this **Appendix A, paragraph 2**, above will be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2023 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).
4. Effective the beginning of the pay period which includes January 1, 2025, the base wages set forth in this **Appendix A, paragraph 3**, above will be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2024 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).
5. The hourly rate is calculated by multiplying the monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

SIDE LETTER OF AGREEMENT

To the Memorandum of Understanding Between the City of Calistoga and the Calistoga Police Officers Association Regarding Biweekly Pay Periods

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Police Officers Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

WHEREAS, employees are presently paid bimonthly (twice monthly) with the first pay period of the first of the month through the fifteenth (employees paid on approximately the fifteenth) and the second pay period from the sixteenth through the end of the month (employees paid on approximately the last day of the month); and

WHEREAS, every pay period employees need to estimate the hours worked from the due date of timesheets (typically four days prior to the end of the pay period) and such estimations may be inaccurate due to additional hours worked or the use of paid time off (e.g., using vacation, sick leave, compensatory time off); and

WHEREAS, the CITY wishes to pay employees on a biweekly (every other week) basis, subject to the agreement between all of the City's represented employee associations.

Now, therefore, the parties agree as follows, effective October 1, 2023:

- Timesheets and paychecks will be on a biweekly basis and no longer on bimonthly basis.
- Employees shall be paid on the Friday following the close of the pay period (i.e., first paycheck will be October 20, 2023 and then every two weeks thereafter).
- **Section 19, Work Schedule, paragraph A, Work Period**, is amended by deleting "The work period for full-time personnel will be defined by the FLSA public safety definition, recognized to cover employees who will work 171 hours in a 28 day cycle" and replaced with "The work period for police safety employees is defined as the FLSA police safety 7k exemption of eighty-six (86) hours in fourteen (14) days."
- As a transition from bimonthly to biweekly paychecks, an employee may borrow one thousand five hundred dollars (\$1,500.00) payable through the City's accounts payable process, with employee repayment of five hundred dollars (\$500) as a payroll deduction taken over the second paycheck in October 2023, the first paycheck in November 2023, and the second paycheck in November 2023. An employee who participates with this transition loan shall sign a promissory note which shall include repayment from the employee's accrued leave payouts should the employee separate from CITY employment prior to full repayment of the transition loan.

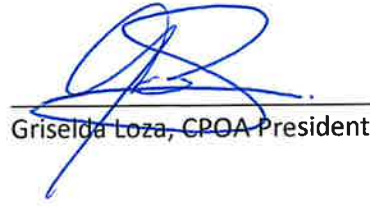
- The City may elect to not implement this Side Letter Agreement if all three of the CITY's bargaining units have not agreed to the change of biweekly timesheets and paychecks.

For the CITY



Laura Snideman, City Manager

For the ASSOCIATION



Griselda Loza, CPOA President

SIDE LETTER OF AGREEMENT

**To the Memorandum of Understanding
Between the City of Calistoga and the Calistoga Police Officers Association
Regarding Lump Sum Payment for Early Settlement**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Police Officers Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

To encourage the early settlement of the successor collective bargaining agreement, upon the City's receipt of the signed, ratified Memorandum of Understanding, employees as of December 1, 2022 shall receive the following lump sum payment within three pay periods following the CITY's said receipt.

- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services on or before noon of December 16, 2022, then the employees shall receive a lump sum payment of one thousand dollars (\$1,000).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after noon of December 16, 2022 but on or before December 30, 2022, then employees shall receive a lump sum payment of six hundred dollars (\$600).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after December 30, 2022 but on or before January 17, 2023, then employees shall receive a lump sum payment of three hundred dollars (\$300).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after January 17, 2023, then there shall be no supplemental payment to the employees under this Side Letter Agreement.
- It is the parties intent that there shall be only one (1) lump sum payment dependent on the soonest date the signed, ratified Memorandum of Understanding is returned to the Director of Administrative Services.
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. Temporary employees do not qualify for any lump sum payment.

For the CITY



Laura Snideman, City Manager

For the ASSOCIATION



Griselda Loza, CPOA President

SIDE LETTER OF AGREEMENT

**To the Memorandum of Understanding
Between the City of Calistoga and the Calistoga Police Officers Association
Regarding Joint Labor-Management Committee**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Police Officers Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

The parties will form a joint labor-management committee, within one (1) month following adoption of the successor collective bargaining agreement, and meet within thirty (30) days following formation. Membership of the joint labor management committee will be the Police Chief (who will serve as Committee Co-chair), one person designated by the Police Chief, and two representatives designated by the Association (of whom one will serve as Committee Co-chair). The Committee has the following defined purpose:

- Collect calendar year 2022 data on the number of police safety employees on duty by day and shift;
- Collect other relevant data as determined by the Committee, which may include (as illustrative examples only):
 - In instances where one (1) Association-represented police safety employee was on duty, identify the type(s) of calls for service the employee received, initiated, and/or responded to;
 - Compare 2023 data related to instances where one (1) Association-represented police safety employee was on duty to 2022 data and identify, to the extent possible or practical, the reason(s) for the difference(s);
- Make recommendation(s) to the Police Chief for any proposed departmental policy and/or operational changes which are within the Police Chief's authority to implement.

The joint labor management committee should strive to complete any data collection, review and recommendations within six (6) months of the committee's formation.

For the CITY



Laura Snideman, City Manager

For the ASSOCIATION



Griselida Loza, CPOA President