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1. All full-time Police Dispatchers and Dispatch Supervisors 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

2. All full-time Police Officers, Senior Police Officers and Police Sergeants shall be issued, at City's expense, the above items, as well as 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. Uniform Cleaning and Replacement Please see Section 9.14 of the City's Personnel Rules and Regulations.

C. 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 18 - 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.

359 **Article 19 - Retirement**

360  
361 A. CITY shall provide Police Officers, Senior Police Officers and Sergeants with  
362 retirement coverage through the Public Employee's Retirement System (PERS)  
363 under the 3% at 55 Local Safety plan. CITY shall provide Dispatchers and  
364 Dispatch Supervisor with retirement coverage through the Public Employee's  
365 Retirement System (PERS) under the 2.5% at 55 Miscellaneous plan. Additional  
366 PERS Retirement Benefits are as follows:

- 367  
368 1. Credit for unused Sick Leave (Government Code Section 20965).  
369 2. Single Highest Year (Government Code Section 20041).  
370 3. Employer Paid Member Contributions (Government Code Section  
371 20023(c)(4).  
372

373  
374 B. CITY agrees to pay both employee's and City's required contribution to PERS  
375 throughout the term of this Agreement.  
376  
377  
378

379 **Article 20 - Work Schedule**

380  
381 A. Work Week. The work week for full time personnel will be defined by the FSLA  
382 public safety definition, recognized to cover employees who will work 160 hours  
383 in a 28 day period. The shift hours for employees presently consists of ten (10)  
384 hours of work inclusive of a thirty (30) minute lunch break and two (2) fifteen (15)  
385 minute rest periods for employee classifications in this agreement. The City may  
386 explore alternate schedules to meet the operating needs of the Department.  
387

388 B. Normal Work Day. As assigned by the Chief of Police, either twelve (12)  
389 consecutive hours of work in a twenty-four hour period; ten (10) consecutive  
390 hours of work in a twenty-four (24) hour period; or eight (8) consecutive hours of  
391 work in a twenty-four (24) hour period. The definition of workday for the  
392 purposes of computing accumulation of use of sick or vacation, is eight (8)  
393 hours.  
394

395 C.. Work Shift: Specific time during a twenty-four (24) hour period at which an  
396 employee's normal work day regularly begins and ends, to be established by the  
397 Chief of Police.  
398

399 D.. Work Schedule: Specifically named days of the week which comprise an  
400 employees' normal workweek, to be established by the Chief of Police.  
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402 E.. Employment other than that employment pursuant to this MOU shall be restricted  
403 according to law.

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**Article 21 - Call-Back**

- A. Should CITY call back any full-time employee after his/her normal working hours to perform work, CITY shall pay said employee applicable time 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.

**Article 22 - 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 160 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. 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 appearance (minimum payment 3 hours).
- 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. Such court standby time shall be limited to a maximum of four (4) hours per day.

- 449 I. Compensation Rate: All overtime, recall work, extended shift work special detail  
450 work, training, authorized training, court time, and court standby time, shall be  
451 compensated by payment at the rate of one and one-half (1 1/2) times the  
452 applicable hourly base rate of pay of the employee, or at the determination of the  
453 employee, by compensatory time off.  
454  
455 J. Employee(s): Full Time positions of Police Officers, Senior Police Officers,  
456 Sergeants, Dispatcher, and Dispatch Supervisor.  
457  
458 K. Sworn Personnel: Employees who are Peace Officers in accordance with Penal  
459 Code Section 830.1.  
460  
461 L. Regular Standby: Employees may be placed on standby in appropriate  
462 circumstances when an employee is scheduled for an appearance in court and,  
463 at other times, in an emergency or natural disaster. For non-court standby,  
464 employees shall be afforded one hour's pay for each eight hours on standby.  
465  
466 M. Compensating Time Off: Please see Section 9.02E of the City's Personnel  
467 Rules and Regulations.  
468

469 **Article 23 - Differential and Bilingual Pay**  
470

- 471 A. Employees who work a shift which consists of one-half (1/2) the hours actually  
472 worked between 12:00 midnight and 8:00 a.m. shall receive a four per cent (4%)  
473 of base salary graveyard differential for such shift actually worked.  
474  
475 B. Dispatcher employees who work the shift described in section A of this article in  
476 excess of eight (8) consecutive months shall receive an additional two percent  
477 (2%) for a total of six percent (6%) of base salary graveyard differential for such  
478 shift actually worked.  
479  
480 C. Employees who qualify shall receive five per cent (5%) of base salary as  
481 bilingual differential. An employee shall be deemed qualified who is determined  
482 by the CITY to be fluent in an appropriate language or enrolled in a class to learn  
483 that language. The CITY shall consult with the ASSOCIATION prior to  
484 establishing fluency standards.  
485

486 **Article 24 - Educational Incentive**  
487

- 488 A. As an incentive for employees to continue their education in police sciences,  
489 CITY shall pay:  
490  
491 1. To all full time employees in the classifications of Police Officer, Senior  
492 Police Officer and Police Sergeant that possess the following:  
493

- 494 a. POST Intermediate Certificate, an Associate degree or 60 units of  
495 college credit an additional two and one half percent (2.5%) of base  
496 salary.  
497 b. POST Advanced Certificate, a Bachelor degree or 120 units of  
498 college credit an additional two and one half percent (2.5%) of base  
499 salary.  
500  
501 2. To all full time employees in the classifications of Police Dispatcher or  
502 Police Dispatch Supervisor that possess the following:  
503  
504 a. POST Complaint Dispatch Certificate an additional two and one  
505 half percent (2.5%) of base salary.  
506 b. POST Public Safety Dispatcher Certificate, a Bachelor degree or  
507 120 units of college credit, an additional two and one half percent  
508 (2.5%) of base salary.  
509  
510 B. In no case shall an employee receive more than five percent (5%) of base salary  
511 for educational incentive.  
512  
513 C. All college degrees or units of college credits shall be from an accredited college  
514 recognized by the State of California.  
515

516 **Article 25 - Life Insurance**  
517

- 518 A. CITY shall provide life insurance coverage for each employee covered by the MOU  
519 in the amount of fifty thousand dollars (\$50,000), or one year's base salary,  
520 whichever is greater, to include a double indemnity provision.  
521

522 **Article 26 - Service Bonus:**  
523

- 524 A. Effective upon the adoption of the MOU the City shall provide a lump sum  
525 Service Bonus in the following manner:  
526  
527 1. On the completion of five (5) years of continuous service from the initial  
528 anniversary date with the City, the City shall provide the employee with a  
529 one-time lump sum Service Bonus equivalent to 2.5% of the employee's  
530 annual base salary.  
531  
532 2. On the completion of ten (10) years of continuous service from the initial  
533 anniversary date with the City, the City shall provide the employee with a  
534 one-time lump sum Service Bonus equivalent to 5.0% of the employee's  
535 annual base salary.  
536 3. On the completion of fifteen (15) years of continuous service from the  
537 initial anniversary date with the City, the City shall provide the employee

- 538 with a one-time lump sum Service Bonus equivalent to 7.5% of the  
539 employee's annual base salary.
- 540 4. On the completion of twenty (20) years of continuous service from the  
541 initial anniversary date with the City, the City shall provide the employee  
542 with a one-time lump sum Service Bonus equivalent to 10.0% of the  
543 employee's annual base salary.
- 544 5. On the completion of twenty-five (25) years of continuous service from the  
545 initial anniversary date with the City, and on the completion of each five  
546 (5) years of continuous service from the initial anniversary date with the  
547 City thereafter, the City shall provide the employee with a one-time lump  
548 sum Service Bonus equivalent to 10.0% of the employee's annual base  
549 salary.
- 550
- 551 B. On eligibility of the Service Bonus payment, the employee will have an option to  
552 receive the Service Bonus in a lump sum or, to designate that the Service Bonus  
553 be paid out in equal installments over five years upon the anniversary date. If  
554 the employee separates from the City prior to the completion of the Service  
555 Bonus installment payments the remaining balance of the will be paid in full at  
556 separation. The intent of this optional payment plan of the Service Bonus is to  
557 comply within the CalPERS definitions and implementation of Government Code  
558 Section 20636 under the California Code of Regulations 571 (a) and meet the  
559 standards set in C.C.R 571 (b) for the Service Bonus to be reported as a special  
560 pay subject to CalPERS final compensation calculations.
- 561
- 562 C. Continuous service is defined as years from the anniversary date of initial hire of  
563 the employee.

564

565 **Article 27 - Military Leave**

566

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

568

569

570 **Article 28 - Medical Examinations**

571

- 572 A. Any applicant being considered for appointment as a full-time probationary  
573 employee shall, prior to such appointment, undergo a physical examination  
574 performed by a licensed physician at City's expense.
- 575
- 576 B. Any applicant being considered for appointment as a full-time probationary  
577 employee shall, prior to such appointment, undergo a psychological examination  
578 at City's expense.
- 579
- 580 C. Annually, thereafter, each employee shall undergo a physical examination at  
581 City's expense, to be performed by a licensed physician of employee's choice.
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**Article 29 - 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 30 - 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 31 - 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 32 - 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 33 - 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.

628 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009  
629  
630

CITY OF CALISTOGA

\_\_\_\_\_  
City Manager

CALISTOGA POLICE OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary-Treasurer

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632



**MEMORANDUM OF UNDERSTANDING  
CALISTOGA POLICE OFFICERS ASSOCIATION  
January 1, 2009 through June 30, 2010**

**Appendix A**

**Salary Schedule and Calculation of Annual Increases**

A. For the term of this agreement, the annual cost of living adjustment to the salary rates in effect as of January 1, 2009 shall be based on the projected California State Department of Finance projected calendar year CPI Percentage change of 1.8% and fixed with no adjustments for 2009. For January 1, 2010, the annual cost of living adjustment to the salary rates shall be fixed at 1.5%.

B. Below are the salary rates in effect as of January 1, 2009 and projected schedules under this agreement;

	<b>Monthly as of January 1,2009</b>				
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Officer	4,746	4,982	5,232	5,491	5,766
Senior Police Officer	4,984	5,233	5,490	5,763	6,052
Sergeant	5,730	6,016	6,315	6,627	6,960
Dispatcher	3,811	4,001	4,201	4,413	4,636
Dispatch Supervisor	4,195	4,404	4,623	4,855	5,096

	<b>Monthly Effective January 1, 2009 with this Agreement</b>				
	<b>Fixed Minimum Percentage</b>				<b>1.80%</b>
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Officer	4,831	5,072	5,326	5,590	5,870
Senior Police Officer	5,074	5,327	5,589	5,867	6,161
Sergeant	5,833	6,124	6,429	6,746	7,085
Dispatcher	3,880	4,073	4,277	4,492	4,719
Dispatch Supervisor	4,271	4,483	4,706	4,942	5,188

	<b>Monthly Effective January 1, 2010 with this Agreement</b>				
	<b>Fixed Minimum Percentage</b>				<b>1.50%</b>
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Officer	4,904	5,148	5,406	5,674	5,958
Senior Police Officer	5,150	5,407	5,673	5,955	6,253
Sergeant	5,921	6,216	6,525	6,847	7,192
Dispatcher	3,938	4,134	4,341	4,560	4,790
Dispatch Supervisor	4,335	4,551	4,777	5,017	5,266