

MEMORANDUM OF UNDERSTANDING

GALT POLICE DEPARTMENT CIVILIANS ASSOCIATION

&

CITY OF GALT

July 1, 2014 through December 31, 2017

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PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Galt (City), and the Galt Police Department Civilians Association (GPDCA or Association), pursuant to California Government Code section 3500 et.seq. If there is contradictory language between the City of Galt Personnel Policy Manual and this Memorandum of Understanding, the language of the Memorandum of Understanding shall control.

ARTICLE I. COVERAGE

1.1 Unit Description

The Police Department Unit consists of the employees in the following classifications:

Crime Prevention Coordinator
Dispatcher/Community Service Officer
Lead Dispatcher
Parking Enforcement Assistant
Police Records Supervisor
Police Records Assistant

1.2 Coverage

This MOU applies only to full-time employees in the Police Department and within the job classifications identified above in Section 1.1.

ARTICLE II. GENERAL PROVISIONS

2.1 Understanding of the Parties

This Memorandum of Understanding sets forth the understanding of the parties to all issues contained herein, and supersedes all other Memorandums and supplements.

2.2 Modifications During Term of Agreement

If, during its term, the parties should mutually agree to modify, amend or alter the provisions of this Memorandum in any respect, such change(s) shall be effective only when reduced to writing and executed by the authorized representative of the City and the Association. Any such changes validly made shall become a part of this Memorandum and subject to its terms.

2.3 Modification of Terms of Employment

The City agrees that it will not change hours, compensation, or other terms and conditions of employment which are subject to a bargaining obligation, without satisfying that obligation. This provision is not subject to the limitation on grievability in subdivision 13.1 b of Article XIV.

2.4 Investigative Interviews

Whenever a disciplinary action is to be taken against an employee (except for written reprimands, which require no notice), the employee shall be notified in writing of the disciplinary action to be taken. Such written notification shall include those items specified in Section 13.04 of the Personnel Manual, including the notice of the employee's right to be represented and to respond to the charges either orally or in writing.

ARTICLE III. ASSOCIATION RIGHTS AND SECURITY

3.1 Release Time

One (1) officer of the Association, designated by the Association, shall be granted paid release time to attend hearings with management personnel, arbitrations or City Council hearings concerning grievances.

3.2 Bulletin Board

a. Bulletin board provided: The City shall provide the Association with one (1) bulletin board located in the police department subject to the Chiefs approval of its location.

b. Disputed material on bulletin board: In the event a dispute arises concerning the appropriateness or the amount of material posted, the Association will be advised by the Chief of Police of the nature of the dispute and the notices will be removed from the bulletin board until the dispute is resolved. The issue of appropriateness of the disputed material to be posted shall be submitted to the City Council. A determination by the City Council shall be final and binding.

3.3 Payroll Deduction of Association Dues and Fees

Upon receipt of a signed request from an Association member, Association membership dues shall be collected by the City and deposited into the Association's checking account.

ARTICLE IV. CITY RIGHTS

4.1 City Rights

The City retains all its exclusive rights and authority under law, and expressly retains, but is not limited to, the following exclusive rights, subject to applicable laws and this Memorandum of Understanding: (a) the right to direct employees of the Police Department, including the setting of performance standards, dress and grooming standards, work schedules, and level of service; (b) the right to hire, promote, transfer and assign employees within the Department consistent with applicable job classifications, and the procedures and standards of selection for employment, promotions, transfers and assignments; (c) the right to dismiss employees because of lack of work or other lawful reasons; (d) the right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for proper cause in accordance with applicable law and this Memorandum of Understanding; (e) the right to determine the mission of the Department, its budget,

organization, manning level and methods and technology of performing its work; and (f) the right to take whatever action may be appropriate to carry out its mission in situations of emergency. It is not the intent of this provision to limit Association bargaining rights as embodied in applicable law and section 2.3 of this MOU.

ARTICLE V. SALARY AND COMPENSATION

5.1 Salary

a) Cost of Living Adjustments

1. Effective July 1, 2014 all classifications covered by this MOU shall receive a cost of living adjustment of 2% of base salary.
2. Effective July 1, 2015 all classifications covered by this MOU shall receive a cost of living adjustment between 1.5% and 3% based on the California Consumer Price Index, All Urban Consumers, annual average for 2014.
3. Effective July 1, 2016 all classifications covered by this MOU shall receive a cost of living adjustment between 1.5% and 3% based on the California Consumer Price Index, All Urban Consumers, annual average for 2015.
4. Effective July 1, 2017 all employees covered by this MOU shall receive a 4% increase to base salary. This increase is in conjunction with CalPERS Classic Member contribution increasing to 7% as of this date.

5.2 Step Increases

The employee shall serve one (1) year in each step before advancing to the next step. Step increases shall be based upon a satisfactory evaluation.

5.3 Incentive Pay

Incentive pay shall be capped at fifteen percent (15%) above base pay for any one individual regardless of eligibility. For those employees currently receiving fifteen percent (15%) or more in incentives (as of ratification date of this contract), no additional incentives shall be paid or reduced. If any time after this date, an employee receiving more than fifteen percent (15%) has a reduction in incentive pay due to change in special assignment pay, the employee would not be able to increase their incentive pay back to above the fifteen percent (15%) cap. Incentive pay is defined as those benefits, incentives, and assignments found in the following sections: 5.3 (a) pay for education, and 5.4 longevity pay.

a) Education

1. Effective July 1, 2015 employees earning the California P.O.S.T. Intermediate Certificate shall receive an additional two and one half percent (2.5%) of their base pay.
2. Effective July 1, 2015 employees earning the California P.O.S.T. Advanced Certificate shall receive an additional two and one half percent (2.5%) of their base pay.

3. Both incentives: Those eligible for both incentives shall receive a cumulative of five percent (5%) of their base pay.
4. CTO: Dispatcher/CSO assigned as Communications Training Officer (CTO), and who is working in the formal capacity of a CTO, shall receive an additional five percent (5%) of his/her base salary for any full hour worked within which he/she is engaged in CTO training.

5.4 Longevity Pay

a) Regular full time employees who have been employed by the City for fifteen (15) years shall be paid five percent (5%) above their regular base pay.

b) Regular full time employees who have been employed by the City for twenty (20) years shall be paid seven and one-half percent (7.5%) above their regular base pay. This section shall become effective upon final ratification of this agreement, and shall not be retroactive to any prior date.

5.5 Uniform Allowance

The City shall pay an allowance for regulation items of uniform and personal job related equipment and maintenance thereof that the Police Department requires as a condition of employment or other job related items as approved by the Police Chief. Uniform allowance will be paid with the first payroll check in December.

a) Association employees are to receive a total of three hundred dollars (\$300) paid annually with the first payroll check each December.

b) Uniform allowance for newly hired employees will be provided on a pro-rata basis, rounded to the nearest month. e.g. an employee hired in the first sixteen (16) days of any month will receive a full month pro-rata payment. For example, an employee hired on or after August 17 but before September 1 will receive uniform allowance for the months of September, October, November and December. Conversely, an employee hired on or before August 16th but after July 31st will receive uniform allowance for the months of August, September, October, November and December.

c) A one-time payment of four hundred dollars (\$400.00) will be provided to all employees covered by the MOU, who were employed by the City of Galt in January of 2013, and were required to purchase a Class A uniform at that time. This payment will be made by the City within a reasonable time following the ratification of this MOU.

5.6 Overpayment by City

In the event of, and upon notice that, the City erroneously overpays or overcompensates an employee, repayment to the City of amounts due shall occur over a time period no longer than the period in which the overpayment occurred. Repayment shall be accomplished as a payroll deduction.

5.7 Bilingual Pay

An employee shall be entitled to receive, in addition to the employee's regular compensation, fifty dollars (\$50.00) per month for bilingual skills if the employee meets the following criteria:

- a) Certification from the City, by oral and/or written examination, the employee possesses the needed language skills, and
- b) A recommendation by the applicable Department Head to the Human Resources Department that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English.

Certification required and obtained above will not automatically continue if an employee moves to another position.

ARTICLE VI. DAYS AND HOURS OF WORK

6.1 Non-Patrol Work Week

The work week shall consist of forty (40) hours for non-patrol personnel.

6.2 Overtime Compensation

Non-sworn employees shall receive one and a half (1.5) hours of paid overtime for all hours worked in excess of the employee's normally scheduled shift or forty (40) hours in the employee's work week. As an alternate to paid overtime, employees may elect to receive one and a half (1.5) hours of compensatory time off (CTO), until such time as the employee has accrued eighty (80) hours of compensatory time off. Employees with CTO hours in excess of eighty (80) hours at time of execution of this MOU, must use the excess time by July 1, 2016. At that time, the City shall have the option, with two weeks advanced notice, of cashing out all or a portion of the excess CTO hours.

6.3 Call-in and Stand-by Time Compensation

- a) Any employee who is required to remain on standby for emergency work shall be paid the equivalent of three (3) straight time hours pay for each standby shift, whether or not he or she is called to work. A standby shift shall be eight (8) or fewer hours.
- b) The employee who performs emergency work on standby duty shall be compensated therefore as overtime work. A minimum of three (3) hours overtime compensation per shift shall be paid to an employee who is called back, in addition to the standby pay to which such employee is entitled pursuant to subsection a.

6.4 Call-in and Court Overtime Compensation

When an employee is called back to work from off the department facility, including appearances in Court pursuant to a subpoena, the employee shall be compensated for a minimum of three (3) hours pay at overtime rate of one and one-half times the employee's regular rate of pay. Employees subpoenaed to appear in Court shall call the District Attorney's Office twenty-four (24) hours prior to the time they are subpoenaed to appear to confirm the necessity of their appearance and, if they are informed they are not required to appear, shall not be entitled to court overtime compensation.

Dispatchers shall be allowed a minimum of twelve (12) hours between shifts, exclusive of overtime, voluntary shift swaps and regular shift change. Where such a break

between shifts is not provided, dispatchers shall receive minimum call-in pay in addition to shift pay.

6.5 Special Operations Scheduling

The City agrees that prior to any Galt Police Department special operation, that may affect the radio or call for service volume, the Chief of Police or responsible Lieutenant will provide advance notice to the Police Dispatch and Records Supervisor, who shall then make a reasonable effort to ensure that an appropriate number of Dispatchers are scheduled to work during the special operations events as he/she deems necessary.

6.6 Jury Duty

- a) This section shall not apply to any employee who is named party to an action unrelated to the City and its activities or is serving as a paid expert witness. In such cases, employees may request vacation or compensatory time off. When an employee is required to serve on inquest of jury trial duty or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, the employee must promptly notify his/her supervisor. While on jury duty, employees will receive their regular rate of compensation by the City for their normal hours of work during such absence from work, but shall remit to the City all fees received from the court, administrative agency, public body or commission for any jury duty lasting more than two weeks, excluding reimbursement for mileage.
- b) Employees required to report to court for jury duty for four (4) hours or more on any day, and who normally are working a night shift, will not be required to work their shift on the same day, but will receive their regular rate of compensation in accordance with Section a. above. Additionally, employees required to report to court for jury duty for four (4) hours or more on any day, will not be scheduled to work for eight (8) hours preceding or following jury duty.
- c) Employees required to report to court for jury duty for less than four (4) hours on any day, and who normally are working a night shift, will be required to work their shift on the same day.
- d) No compensation will be paid for jury duty served on days off.

ARTICLE VII. LEAVES

7.1 Holidays

a) Number and hour value of holidays: The number of recognized holidays shall be thirteen (13) per calendar year. The hour value of one (1) holiday shall be (8.66) hours.

b) Designated holidays

1. All employees other than those on patrol and dispatchers shall be entitled to the following holidays with pay:

One Floating Holiday		
New Year's Day	-	January 1
Martin Luther King Day	-	3 rd Monday in January
Washington's Birthday	-	3 rd Monday in February
Memorial Day	-	Last Monday in May
Cesar Chavez Day	-	March 31st
Independence Day	-	July 4
Labor Day	-	1 st Monday in September
Veterans Day	-	November 11
Thanksgiving Day	-	4 th Thursday in November
Day after Thanksgiving	-	4 th Friday in November
Christmas Eve	-	December 24
Christmas Day	-	December 25

2. Everyday appointed by the President of the United States and/or the Governor of California on a one-time basis for a public fast, thanksgiving or holiday.

3. Any day or part of a day declared by the City Council, by resolution, to be a holiday.

- a. If an employee is not scheduled to work on the designated City holiday, they will receive holiday leave equivalent to their regularly scheduled shift to be utilized in the same work week.
- b. Effective at time of MOU execution, non-shift personnel shall be granted holiday pay for their scheduled shift, not to exceed nine (9) hours of holiday pay, for those holidays shown in Section 7.1. Employees will be allowed holiday pay, based on the average number of hours in paid status (paid status meaning hours worked or hours paid as vacation, sick, comp or admin pay), not to exceed nine (9) hours, by the City on the workdays which immediately precede and succeed each holiday.
- c) Holidays for shift personnel: Dispatchers shall be given credit for thirteen (13) hours pay per month in lieu of holiday credit. Employees in this assignment receive this pay in lieu of having designated days on which holidays occur in order to facilitate scheduling.
- d) Holiday rules: When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed a holiday. When consecutive holidays occur and one or both days fall on a Saturday or Sunday, the provisions of this Section shall not have the effect of canceling one or more of the holidays.
- e) Holiday pay: When an employee (other than dispatchers) work on a holiday designated by the agreement as a paid holiday, he or she will have the option to receive compensation at the rate of time and one half for the time worked or one

half time compensation plus an equal number of hours off, subject to the manning needs of the department.

- f) **Floating Holiday:** The floating holiday equates to eight (8) hours of floating holiday leave. Employees not using floating holiday leave by June 30th of the fiscal year shall forfeit the floating holiday for that fiscal year and will not receive any time off or payment in lieu of the floating holiday. If an employee requests to use the floating holiday at least thirty (30) days before the end of the fiscal year, and such request is denied, the employee and his/her supervisor will mutually decide upon an alternate date for use of the floating holiday prior to the end of the same fiscal year.

7.2 Annual Leave Accrual and Accumulation

Annual leave accrual rates and maximum accumulations are outlined below:

Years of Service	Hours Per Pay Period	Hours Annually	Maximum Accumulation (hours)
Less than four (4) years	3.0769	80	120
After four (4) years	4.6154	120	180
After twelve (12) years	6.1538	160	240
After nineteen (19) years	7.6923	200	300

- a) At the end of the payroll period in which the leave accumulation reaches the stated maximum accumulation, the employee's annual accumulation shall cease accruing and no further annual leave shall accrue until the balance is reduced below the stated limit. It is the employee's responsibility to seek the use of annual leave in a timely manner. The employee shall be given a reasonable opportunity to take time off.
- b) If the employee is unable to use the time because the request for leave is denied, he/she shall be paid for the amount of time in excess of the limit at the end of the month.
- c) In January and July of each year, employees may request to schedule a portion or all of their annual leave for use in the succeeding twelve (12) months. This shall not preclude employees from scheduling their vacations at any time throughout the year. The seniority provisions in Section 11.4 of this agreement shall be applicable to all annual leave or vacations scheduled.

7.3 Sick Leave

The provisions relating to Sick Leave can be found in the City of Galt Personnel Manual, Section 12.10.

7.4 Leave Requests

Requests for a leave of absence shall be submitted to the City Manager and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return.

- 7.5 Leave of Absence Without Pay
The provisions relating to Leave of Absence Without Pay can be found in the City of Galt Personnel Manual, Section 12.05.
- 7.6 Family Care and Medical Leave
The provisions relating to Family Care and Medical Leave can be found in the City of Galt Personnel Manual, Section 12.06.
- 7.7 Pregnancy Disability Leave
The provisions relating to Pregnancy Disability Leave can be found in the City of Galt Personnel Manual, Section 12.07.
- 7.8 Temporary Transfers or Promotions During Leaves
The provisions relating to Temporary Transfers or Promotions During Leaves can be found in the City of Galt Personnel Manual, Section 12.08.
- 7.9 Work Related Injury/Illness
a) In the event of a work related injury or illness, when an employee exhausts all paid leave to which he/she is entitled, the employee may apply for a leave of absence without pay. Once approved, the City shall pay for Group medical insurance either: (1) for twelve (12) months, or (2) up to ninety (90) days after the point in time where the employee is determined to be permanent and stationary, by his/her treating physician, whichever comes first. Should that determination be appealed by the employee, the medical payments by the City shall cease. The employee will have the option to keep the medical insurance in force by paying the monthly premiums. If the appeal is awarded in favor of the employee, and back payments are due, then the City shall reimburse the employee in the amount of monthly payments that would have been made on his/her behalf.

b) The provisions of this section are not intended to be implemented in a manner which would violate applicable requirements of the California Family Rights Act or the Family and Medical Leave Act.
- 7.10 Statement of Accrued Earned Time
The City shall establish a system of statement which shall denote all accrued compensatory time off, vacation, sick leave, etc., for each individual employee once a year or upon written notice submitted by the employee to the City accounting department.
- 7.11 Bereavement Leave
In the event of a death within the immediate family as this term is defined in the Galt Personnel Policy Manual (Sec. 2.14), an employee will be allowed a leave with pay for a period of three normal work shifts to be used within 60 days. Additional time off, to be charged to vacation leave, sick leave, or compensatory time off, may be granted upon approval of the department head.

ARTICLE VIII. HEALTH AND WELFARE BENEFITS

8.1 Group Insurance Benefits

- a) The City shall provide group medical, dental, vision, employee assistance program, LTD, and life (\$25,000) insurance for full-time regular employees. For any of the plans for which the City contracts directly with the provider, prior to changing the provider or level of benefits, the City shall first give the Association the opportunity to meet and confer concerning the changes.
- b) The City, subject to subsection "a" above, reserves the right at any time during the term of the agreement to make available medical, dental, life, or LTD benefits under plans offered by alternate carriers or through a program of self insurance, self administration, or claims through a third party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to the coverage in effect on the date the City makes such an election.
- c) City Contributions. The City's maximum contribution for medical benefits shall be that amount established for the most expensive medical plan effective December 1, 2002. The rates at that time were \$267.28/month for employee only, \$566.92/month for employee plus one and \$804.93 for employee plus family.
- d) Employee Contributions- Medical~ Effective December 1, 2003, each employee shall pay fifty percent (50%) of any annual rate increase over the city's maximum contribution established December 1, 2002, for any category under which the individual is covered. This increase shall be limited to \$70.00 per month for family coverage, \$49.33 per month for employee plus one, and \$23.25 per month for single. Should fifty percent (50%) of the increase in premium costs be less than \$70.00 per month for family coverage, \$49.33 per month for employee plus one, and \$23.25 per month for single, the individual will only be charged for the lesser amount. This shall be accomplished by payroll deductions.
- e) Mandatory Participation. Employees will be required to participate in the City's vision, LTD, life and EAP. The City shall pay the premiums for these insurance coverages and/or programs for the duration of this MOU for employee, spouse and children.
- f) Participation in the City medical insurance program is required unless waived in accordance with section 8.2.
- g) During the term of this MOU, if any of the providers notifies the City of any change in the coverage provided, the Association will be notified within ten (10) days of the receipt of notification by the City and openers for health, dental and vision insurance are authorized, with the understanding the City is not responsible to pay any premium greater than what is then being paid.
- h) Cafeteria Plan. Employees may participate in an employee paid plan under section 125 of the Internal Revenue Code (IRC) to be used for dependent care and unreimbursed

medical expenses. The City agrees to pay up to Five Dollars (\$5.00) per month per each employee in the plan for administrative fees.

- i) Catastrophic Leave Bank. In the event of a serious medical situation for a Regular employee, the City will allow employees to donate accumulated leave to a bank to be used by a named employee. When the hours are donated, they will be converted to a current dollar value.
- j) The Association reserves the right to bring to the attention of City any hospitalization policy it feels may be better suited to its members.
- k) The City agrees to make available to the Association any medical insurance program that the City makes available to any other employee group. The City would pay the premium for such alternative medical insurance for the employee and dependents at a rate not to exceed the cost of the respective premium negotiated in this MOU.
- l) Effective September 1, 2012, City of Galt qualified retirees and their eligible dependents may participate in the CalPERS medical benefit program. To qualify for retiree medical benefits, the employee must retire within 120 days of separation from employment, be eligible for benefits at time of separation, and receive monthly CalPERS retirement allowance. The City's contribution amount towards retiree medical benefits shall be in accordance with Government Code section 22892. The City's contribution amount shall cease should the City cancel the CalPERS health contract.

8.2. Cash In-Lieu of Group Insurance

- a) Employees who choose to waive coverage under the City's medical insurance program, prior to ratification of this MOU, shall be compensated \$425.00/month for employee plus one and \$600.00/month for employee plus family. Employees who choose to waive coverage under the City's medical insurance program after the ratification of this MOU, shall be compensated \$350.00/month for employee plus one and \$500.00/month for employee plus family. This payment shall be in addition to their regular monthly compensation and is in lieu of the City provided medical insurance benefits. Such benefits shall be payable beginning with the first of the month following the month in which insurance is waived, and shall continue as long as the waiver is in effect and as long as the employee would otherwise be eligible for such insurance in the absence of a waiver.
- b) In order to participate in the cash in-lieu of medical insurance, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that she or he will no longer receive coverage for him/her self and their family through a City provided plan.
- c) Any such amount of medical reimbursement added to wages is not compensation for retirement purposes as defined by the California Public Employees Retirement System.
- d) Employees who choose to waive coverage under the City's medical insurance program shall also waive coverage under the City's dental insurance program, unless the employees is not covered under another program.

8.3. Retirement Savings

a) The City shall contribute 1.9% of payroll (based on individual employee's base rate of pay) per month, into the City of Galt 457 deferred compensation program.

Both parties understand and agree that contributions under this program shall terminate on December 31, 2017.

b) Contributions are retroactive to July 1, 2014

8.4. Workers' Compensation

Coverage is provided in accordance with the City's Workers Compensation Policy.

8.5. Retirement

The City agrees to provide the following PERS modified (for social security) retirement benefits:

a) Non-Sworn (Miscellaneous) formula is two percent (2%) at age fifty-five (55). Effective July 1, 2011, the employee shall pay two percent (2%) of the full seven percent (7%) portion of the employee cost while the City will pay the remaining five percent (5%) employee portion and the full employer portion of the cost until July 1, 2017 as stated in 8.5c2.

b) **1. New Member** – Employees hired by the City of Galt on or after January 1, 2013, who have never been a member of CalPERS, or a CalPERS reciprocal public agency or who have had a six month (or more) break in service from a CalPERS agency or a CalPERS reciprocal public agency prior to hire date, shall be subject to the following provisions: (i) CalPERS Retirement Formula 2% @ 62, three (3) year final compensation; (ii) New members pay 50% of normal costs of the plan

2. Classic Member - Employees employed by the City of Galt prior to January 1, 2013 OR employees hired by the City of Galt after January 1, 2013 who previously worked for a CalPERS agency or a reciprocal public agency without a six (6) month break in service prior to hire date, shall be subject to the following provisions:

(i) CalPERS Retirement Formula 2% @ 55, single highest year final compensation

(ii) Classic members pay 2% of the CalPERS employee share, The City pays the remaining 5% of employees share and the total employer share.

(iii) Effective July 1, 2017, Classic Members will pay the entire 7% employee share

(iv) The City of Galt will continue to pay the entire employer share.

8.6. Coverage for Probationary Employees

All health and welfare benefits currently provided for a regular employee shall be extended to cover all probationary employees on the first of the month following the date of hire.

ARTICLE IX. DAMAGED UNIFORM AND PERSONAL PROPERTY

9.1 Personal Property Loss

The City agrees to reimburse employees in the Police Department for uniforms that are damaged, lost, or stolen in the course of employment and performance of their assigned duties without fault or negligence of the employee, other than normal wear and tear, at the actual replacement cost based on the following depreciation schedule:

Year 1 = Less 10% of replacement value.

Year 2 =Less 20% of replacement value.

Year 3 =Less 50% of replacement value.

Year4 =Less 75% of replacement value.

The employee shall be responsible for providing evidence of replacement costs satisfactory to the Police Chief.

9.2 Maximum Liability

The City's maximum liability shall be Five-Hundred Dollars (\$500.00) for personal property, per calendar year.

9.3 Request for Replacement

All requests for replacement of damaged uniforms are to be made in writing within fifteen (15) days of the damage occurring.

ARTICLE X. DEPARTMENTAL SENIORITY

10.1 Initial Placement on List

Employees shall be placed on the classification seniority list in accordance with the date they were first placed on the payroll of the police department as full time employees. When two or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on the relative standing on the eligibility list.

10.2 Placement Not Interrupted by Medical Leave

Placement on the seniority list shall not be affected by leaves of absence duly granted for medical reasons where such medical disability was incurred in the course and scope of the employee's duties.

10.3 Applications of Seniority

Seniority list placement qualifies an employee for:

a) Vacation preference, insofar as the request to take vacation is received at least thirty (30) days in advance;

b) Preference for regular days off, subject to the department's need to maintain a reasonable balance of experience.

ARTICLE XI. LAY-OFF AND RECALL

11.1 Layoff and Recall

The provisions relating to Layoff and Recall can be found in the City of Galt Personnel Manual, Section 4.07.

ARTICLE XII. EMPLOYMENT AND PROMOTIONAL PRACTICES

12.1 Promotion Criteria

Promotional openings shall be filled in accordance with the policies and procedures of the City of Galt.

12.2 Position Vacancies

Position vacancies will be filled in accordance with the policies and procedures of the City of Galt.

12.3 Employment of Relatives

Refer to the City's "Employment of Relatives" policy for additional information.

ARTICLE XIII. GRIEVANCE PROCEDURE

13.1 Application of Procedure

a) This grievance procedure shall be used by Regular Employees to process and resolve grievances arising under this MOU except to the extent that the Government Code vests jurisdiction elsewhere.

b) This grievance procedure shall not be used to resolve any questions as to whether or not an item is "meet and confer" within the terms of Government Code section 3500 et seq.

c) This grievance procedure shall not be used to grieve the release of a probationary employee. The release of an employee on probationary status is at the sole discretion of the City. Employees on probation may not grieve or appeal dismissal from employment. The Association will not interfere with the City's right in this regard. This section shall not constitute a waiver of an employee's right to due process, including but not limited to a liberty interest hearing, if applicable.

13.2 Purpose of Procedure

The purposes of this procedure are:

a) To resolve grievances informally at the lowest possible level;

b) To provide an orderly procedure for reviewing and resolving grievances promptly.

13.3 Definitions

a) A "grievance" is a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this MOU.

b) As used in this procedure, the term "Supervisor" means an individual who assigns, reviews and directs the work of an employee.

c) As used in this procedure, the term "party" means an employee, the Association, the City, or their authorized representative.

13.4 Retention of Rights

The employee retains all rights conferred by section 3500 et seq. of the Government Code or Personnel Rules and Regulation of the City unless waived by such employee.

13.5 Step One

An employee who believes he or she has cause for grievance may contact his or her supervisor. If after discussion with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a) A statement of the grievance clearly indicating the question raised by grievance and the applicable article(s) and section(s) of this MOU; and

b). The remedy or correction requested of the City.

The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor. The grieving employee's supervisor shall give his or her answer to the grievance, in writing, within five (5) working days from the time he or she received the grievance in writing. The supervisor's answer shall include the following:

1. A complete statement of the Department's position and the facts upon which it is based;

2. The remedy or correction which has been offered, if any.

13.6 Step Two

The appeal to the second step shall be made within five (5) working days of the Supervisor's answer, and shall include a statement of why the supervisor's answer under Step One does not adequately address the employee's grievance. The hearing of the grievance will be held within five (5) working days of the second step appeal. The Association representative and the Police Chief or his/her designee representative will meet in an effort to settle the matter. The City's answer will be made five (5) working days after the hearing is held. The employee has five (5) working days from the City issuing its answer to determine whether or not to appeal the grievance to the third step.

13.7 Step Three

The appeal to the third step shall be made within ten (10) working days of the hearing City's answer, and shall include a statement of why the City's answer under Step Two

does not adequately address the employee's grievance. The Association's representative and the City Manager of the City will meet to hear a grievance appealed to the third step. Grievance appealed to the third step of the grievance procedure shall be heard within ten (10) working days after the appeal to the third step of the grievance procedure. A written answer will be made within ten (10) working days after the hearing, stating the City's position.

13.8 Appeal to Arbitration

If the third step answer is not satisfactory to the employee, the Association may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Association within ten (10) working days from the date of the third step answer.

13.9 Selection of Arbitrator

a) An arbitrator may be selected by mutual agreement between the Association representative and the City's representative.

b) Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators.

The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

13.10 Arbitrator's Authority

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit his/her decision to the interpretation, application, enforcement, or the intent of the terms or provisions of this MOU and remedy. The decision of the arbitrator shall be final and binding.

13.11 Responsibility for Costs

Costs shall be borne by the party incurring them except that the fees and expenses of the arbitrator shall be shared equally by the City and the Association.

13.12 Refusal to Process

Either party to this MOU shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance. Either party may make a written request to modify the steps outlined in Sections 13.5 through 13.7, with the reason(s) for the request. After receiving such request, the Association and the City's third step representative may, by mutual agreement, modify the steps outlined in such sections.

13.13 Time Limits

a) No matter shall be considered as a grievance under this Article unless it is presented in writing within ten (10) days after occurrence of the events on which the grievance is based or the date the grievant became aware of the incident which is the

basis of the grievance. With the consent of the City's third step representative, the ten (10) day time limit for filing grievances may be extended.

b) If the City does not meet time limits, the Association may process the grievance to the third step of the grievance procedure, and a hearing will be held within five (5) working days. If no answer to a third step grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limits in writing has been made, then the grievance will be granted in favor of the Association at the third step.

13.14 Authority of Association Representative

The Association representative shall have the authority to settle grievances for the Association or employees at the respective steps of the grievance procedure.

13.15 Witnesses

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant thereto.

ARTICLE XIV. DISCIPLINARY APPEALS

14.1 Disciplinary Appeals

a) Disciplinary action may be imposed upon an employee as set forth in Section 13.02 of the City of Galt Personnel Policy Manual. Any disciplinary action or measure imposed upon an employee, with the exception of written reprimands or suspensions of two days or less, (NOTE: The exception regarding suspensions of two days or less will only be applicable if imposed in all other City of Galt bargaining unit contracts.) may be processed as an appeal. If the City deems it necessary to take disciplinary action other than written reprimand, the affected employee shall have the right to a pre-disciplinary hearing. The employee shall have five (5) working days from the date of receipt of the notice of intent to take action in which to request a pre-disciplinary hearing and all materials upon which the proposed action is based. The date the employee is deemed to have received the notice of intent to take action is the date of any of the following events: 1) date of delivery of the notice in person, 2) if mailed by certified mail, return receipt requested, the date the return receipt is signed, or 3) if mailed by certified mail, return receipt requested, five days from the second attempt to deliver the notice. The hearing shall be held within a reasonable time with a reviewing officer who has the authority to amend the action. The reviewing officer shall issue a decision in writing within fifteen (15) days of the hearing. The reviewing officer shall sustain, reduce, or withdraw the proposed disciplinary action.

b) If the employee wishes to appeal the decision of the reviewing officer, he/she may file an appeal pursuant to advisory arbitration. Such referral shall be made by written demand submitted to the City representative within thirty (30) working days of the receipt of his/her decision. Proceeding to arbitration requires the approval of the Association, which shall be given or withheld within the time limit specified. The procedural step described in 13.9, above, shall apply in disciplinary appeal procedures.

- c) The decision of the arbitrator shall be submitted to the City Council. The City Council may accept the decision in total, may modify the decision, or may reverse the decision. The determination by the City Council shall be final and binding.

ARTICLE XV. POLICE-RELATED OFF-DUTY EMPLOYMENT

15.1 Refer to the "Outside Employment" section of the Galt Police Department General Orders.

ARTICLE XVI. NO STRIKE, NO-LOCK-OUT

16.1 No Work Stoppage

Association agrees that the Association will not actively participate in or encourage its members to participate in, any strike, sympathy strike, sit-down, stay-in, sick-out, slow-down, or picketing, other than informational picketing, in any office of the City during the term of this Agreement (excluding any unilateral extensions of the term of this Agreement by the City).

ARTICLE XVII. PERSONNEL FILES

17.1 Personnel Files

No employee shall have any comment adverse to his/her interest entered in his/her departmental personnel file without the employee having first read and been given an opportunity to sign the instrument containing the adverse comment indicating he/she is aware that such comment is being placed in his/her personnel file. In the event the employee refuses to sign such instrument, the employee's refusal to sign shall be documented. Concurrence or an admission of guilt of the employee is not to be implied from the signing of the document by the employee.

ARTICLE XVIII. ALCOHOL, SMOKING AND DRUGS

18.1 Use of Alcohol, Smoking, Drugs and Tobacco

a) No employee may use any form of tobacco during scheduled work hours with the exception of breaks and lunch.

b) No employee shall report to work under the influence of alcohol or use alcohol during the scheduled work day. Exceptions to the use of alcohol and smoking may be made in writing by the Police Chief for staff working undercover assignments.

Smoking and the use of tobacco products shall not be allowed in any City of Galt Police Department vehicles and facilities.

c) Neither smoking nor the use of tobacco shall be allowed during any training exercise, except for break periods in approved areas.

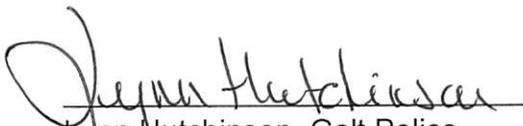
ARTICLE XIX. TERM OF AGREEMENT

This Memorandum of Understanding shall remain in full force and effect from July 1, 2014 through December 31, 2017. This MOU shall remain in full force and effect until a new MOU is signed by the parties herein.



Jason Behrmann, City Manager

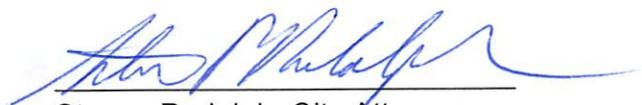
Dated: 12/9/14



Lynn Mutchinson, Galt Police
Department Civilian Employees
Association

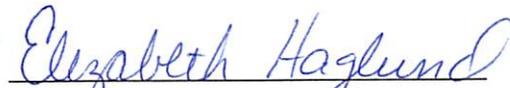
Dated: 12/03/2014

Approved as to form:



Steven Rudolph, City Attorney

Attest:



Elizabeth Haglund, City Clerk

EXHIBIT A. SALARY PLAN

Salary Plan - Effective July 1, 2014

GALT POLICE DEPARTMENT CIVILIANS ASSOCIATION

CLASSIFICATION	SALARY RANGE #	MONTHLY SALARY STEP				
		1	2	3	4	5
CRIME PREVENTION COORDINATOR	G16	\$3,526	\$3,702	\$3,888	\$4,082	\$4,286
DISPATCHER/CSO	G16	\$3,526	\$3,702	\$3,888	\$4,082	\$4,286
LEAD DISPATCHER	19	\$3,707	\$3,892	\$4,087	\$4,291	\$4,505
PARKING ENFORCEMENT ASST	G11	\$3,067	\$3,220	\$3,382	\$3,551	\$3,728
POLICE RECORDS ASSISTANT	G11	\$3,067	\$3,220	\$3,382	\$3,551	\$3,728
POLICE RECORDS SUPERVISOR	G22	\$4,006	\$4,206	\$4,416	\$4,637	\$4,869