

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA ROSA
AND THE
SANTA ROSA POLICE OFFICERS ASSOCIATION
FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #5 – POLICE OFFICERS**

FISCAL YEARS 2024/25- ~~2026/27~~1/22 – 2023/24

Exhibit “A” to Resolution No. ~~RES-2021-188~~

Exhibit "A" to Resolution No.

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GENERAL

ARTICLE 1 DESIGNATION OF THE PARTIES

This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "CITY," and the Santa Rosa Police Officers' Association, hereinafter referred to as "ASSOCIATION."

ARTICLE 2 RECOGNITION

Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa Police Officers' Association was designated by the City of Santa Rosa City Council as the exclusive representative of CITY employees in CITY's Unit #5, Police Unit (hereafter "UNIT"). The term "employee or "employees" as used herein shall refer only to employees employed by CITY in the employer classifications comprising said Unit as listed in Article 35, SALARIES, or as amended.

ARTICLE 3 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the City Manager or the City Manager's designee; (address: P.O. Box 1678, Santa Rosa, CA 95402; telephone: (707) 543-3010), except where a particular City representative is specifically designated in the Agreement.
- B. The Santa Rosa Police Officers' Association principal authorized agent shall be the Association's President; or the President's designee; (address: 3345 Industrial Drive #11, Santa Rosa, CA 95403; ~~telephone: (707) 523-2258~~) except where a particular ASSOCIATION representative is specifically designated in the Agreement.

ARTICLE 4 SEVERABILITY

The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or City Charter provision.

Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 5 **FULL UNDERSTANDING, MODIFICATION, 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 this 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.

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

ARTICLE 6 **TERM**

6.1 This agreement is effective on the later of (a) July 1, 2024, or (b) date of approval by the City Council.

6.2 This agreement expires June 30, 20274.

ARTICLE 7 **RENEGOTIATIONS**

7.1 Formal negotiating sessions for a successor MOU shall commence no later than February 14, 20274.

ARTICLE 8 **RULES AND REGULATIONS**

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded

by any provision of this Agreement:

- A. Personnel Rules and Regulations;
- B. Employer-Employee Relations Rules and Regulations.

CITY shall not change the rules and regulations listed herein without first meeting and conferring with the ASSOCIATION to the extent required by law.

ARTICLE 9 **MUTUAL RESPONSIBILITY**

The CITY and ASSOCIATION recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate to the CITY.

ARTICLE 10 **WORK CURTAILMENT**

Under no conditions or circumstances shall the ASSOCIATION or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement

ARTICLE 11 **CITY RIGHTS**

The CITY reserves, retains and is vested with any management rights not expressly granted to the ASSOCIATION by this Agreement, the Personnel Rules and Regulations or the Employer-Employee Relations Policy. These City rights include the right to:

- A. Determine and modify the organization of CITY government and its constituent work units.
- B. Determine the nature, standard, levels and mode of delivery of CITY services.
- C. Determine the methods, means, number and kind of personnel by which services are provided.
- D. Lay off employees, subject to the Personnel Rules and Regulations.

Should the CITY desire to exercise any of these rights, it shall, except in cases of emergencies (as defined in Article 5), give the ASSOCIATION advance, written, notice of its intentions thereof and shall afford the ASSOCIATION the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented to the extent required by law.

ARTICLE 12 **EMPLOYEE RIGHTS**

Employees shall be free to participate in ASSOCIATION activities described in

Government Code Section 3500, et. seq, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State Law and CITY policies, rules and regulations.

ARTICLE 13 **DISCIPLINE**

13.1 The CITY shall follow the principles of corrective progressive discipline as outlined in the City of Santa Rosa Personnel Rules and Regulations – Rule Seven (7) – Disciplinary Procedure. Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

13.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations – Rule Seven (7) - Disciplinary Procedure – Section Three (3).

13.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety Officers Procedural Bill of rights Act (Government Code Section 3300 et seq.).

(“PSOBR”)

13.4 See Article 16, Section 16.6 preserving the parties’ rights over the issue of binding arbitration of discipline.

Investigations shall be completed in a timely manner consistent with the provisions of law, including PSOBR.

13.4 —

13.5

ARTICLE 14 **GRIEVANCE**

14.1 Definitions:

A grievant is an employee, a group of employees or the ASSOCIATION.

A “grievance” is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, CITY ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.

14.2 Informal Grievance Resolution

As soon as possible, but no more than fourteen (14) days after the discovery of the event giving rise to a grievance, the grievant or representative shall present the grievance informally to the involved supervisor; except if the grievance involves the relationship with the supervisor, it shall be submitted to the involved Division Captain.

The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Division Captain. The Division Captain shall respond in writing to the grievant if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

14.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fourteen (14) calendar days from the receipt of the written decision.

A formal grievance shall only be initiated by completing a form provided by the Human Resources Department. This form shall contain:

- A. Name(s) of grievant
- B. Class title(s)
- C. Department
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.
- F. The date on which the grievance occurred.
- G. Proposed solution to the grievance.
- H. Date grievance form completed.
- I. Signature of grievant(s).
- J. Name of organization; or representative, if any, representing the grievant.

Step 1

Within fourteen (14) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, shall confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may,

within seven (7) calendar days after the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within fourteen (14) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

If the decision of the City Manager/designee resolved the grievance to the satisfaction of the grievant, it shall be final and binding.

No time limits described in Article 14 may be extended without the mutual written agreement of both parties.

ARTICLE 15 **MEDIATION**

15.1 If a grievance is not resolved during the grievance procedure, the ASSOCIATION and the CITY by mutual agreement, may request the assistance of a professional mediator. If the ASSOCIATION and CITY cannot agree on a mediator, they may request a mediator from the State Conciliation Service in an attempt to resolve the grievance.

15.2 The mediator shall not hold a hearing and make recommendation, nor have the authority to resolve the grievance except by agreement of the parties.

~~15.3~~—In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

15.3

ARTICLE 16 **ARBITRATION**

16.1 A grievant may either appeal an unresolved grievance, as defined in 14.1 above, to the Personnel Board as provided in Rule Six (6) of the Personnel Rules and Regulations or petition the ASSOCIATION to present the issue to Arbitration as provided below.

16.2 Only the ASSOCIATION may present an unresolved grievance to arbitration by submitting a letter to the Human Resources Director requesting that the

matter be submitted to arbitration. Such letter request must be submitted to the Human Resources Director within fourteen (14) calendar days after the City Manager; or designee, renders a decision. Any grievance submitted to arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

16.3 The CITY and the ASSOCIATION shall each select and appoint one arbitrator to the Board of Arbitrators within fourteen (14) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the ASSOCIATION, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the CITY and the ASSOCIATION cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the ASSOCIATION cannot agree within fourteen (14) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

16.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

16.5 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties.

The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the ASSOCIATION and the impacted employees, except to the extent provided by Section 56(h) of the City Charter.

16.6 Preservation of Parties Positions and Rights

During negotiations for the 2014-2017 Agreement, the CITY asserted that City Charter 56 prohibits binding arbitration of discipline. The CITY has not agreed to submit disciplinary disputes to arbitration. The ASSOCIATION asserted that while Charter Section 56 *requires* arbitration of interest disputes, it *permits* the parties to negotiate about and agree to binding arbitration for disciplinary matters. The ASSOCIATION is unwilling to remove language from the MOU regarding binding arbitration of discipline. The CITY and the ASSOCIATION acknowledge each party's position and agree to preserve their respective positions and rights regarding submission of disciplinary issues to Binding Arbitration.

By agreeing to include disputes over discipline which are limited to suspensions, reductions in salary, demotions, and terminations in this section, neither party has waived its rights, as set forth above, to claim that disciplinary matters are subject to, or not subject to, binding arbitration, in future negotiations or if Binding Arbitration is invoked under Articles 14 and 16.

ADMINISTRATIVE

ARTICLE 17 PAYROLL DEDUCTION OF DUES

17.1 The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the City's "Voluntary Authorization for Deduction of Union Dues" form, which the City may amend from time to time with reasonable notice to the Association. "Contributions" as used in this Article 17 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Association.

17.2 The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the following procedure: the Union shall provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association has and will

maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification.

17.3 The procedure outlined in Section 17.2 is the exclusive method for the Association to request the City to initiate, change, or cancel deductions for Contributions.

17.4 The City shall implement new, changed, or cancelled deductions within two pay periods following the receipt of a request from the Association.

17.5 If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Voluntary Authorization for Deduction of Union Dues form. If a represented employee hand delivers the official Union form authorizing such deductions to the City's Human Resources Department, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

17.6 Except as otherwise provided in this Article 17, each pay period, the City shall remit Contributions to the Association. In addition, each month the City will make available to the Association a document that includes the following information for each represented employee, including new employees: name; classification; department; work location; work, home, and personal cellular telephone number (if available); personal email address if on file with the City; home address if on file with the City.

17.7 Except as otherwise provided in this Article 17 the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Association in accordance with the procedure outlined in section 17.2, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.

17.8 With the exception of section 17.5 above, the Association is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely

on information provided by the Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the Association and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Association. The Association shall respond to such employee inquiries within no less than 10 business days.

17.9 The City shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.

In addition, the Association shall defend, indemnify, and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

17.10 New Employee Orientation: The City shall provide the Association with two (2) weeks advance notice of the start date of any new hire to a represented classification. The City shall provide the Association with an exclusive one (1) hour meeting with any new employee or group of employees covered by this MOU, during the employee orientation (i.e., the first two (2) days of employment). The specific date, time, and location of the one (1) hour union meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

ARTICLE 18 **BULLETIN BOARDS**

The ASSOCIATION may furnish and maintain a bulletin board at a location agreeable to the parties.

Such bulletin board shall be used only for the following subjects:

- A. Notice of Membership and board meetings;
- B. Minutes of membership and board meetings;
- C. Notice of ASSOCIATION elections and election results;
- D. Roster of ASSOCIATION officers;
- E. Announcements of purely social events and functions;

- F. The ASSOCIATION Newsletter;
- G. Notice of appointments to committees; and
- H. Any other written material which has first been approved by the Department Head or designee.

Materials not included in categories (a) through (g) above, which the ASSOCIATION wishes to post, shall be submitted to the designee of the Chief of Police for approval or rejection; the Chief or designee shall have twenty-four (24) hours during the week or seventy-two (72) hours including a weekend, to approve or reject the materials. If the Chief or designee has not reported to the ASSOCIATION approval or rejection with the twenty-four (24) or seventy-two (72) hour period, the request for posting shall be deemed granted and the ASSOCIATION may post the materials at that point. In no event shall the bulletin board be used to post material which is libelous or defamatory; pornographic or obscene; offensive to ethnic or sexual groups; or totally unrelated to the normal business of the ASSOCIATION or the Employer-Employee Relations process.

The ASSOCIATION may use Department e-mail in lieu of the bulletin board for ASSOCIATION business only with the prior express consent of the Chief of Police or their designee, and subject to the same limitations as posted materials. The Parties acknowledge that information sent to or from City e-mail addresses may be subject to disclosure pursuant to the California Public Records Act.

ARTICLE 19 **HOURS OF WORK**

19.1 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week; or of days of work per week.

19.2 An employee who does not normally wear a uniform during their tour of duty shall have a work day of eight (8) hours with an additional unpaid, duty-free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, the duration thereof to be selected by the employee.

19.3 The work schedule for patrol shall be a 4/10 or a modified 3/12.5 during the term of this Agreement. The work schedule for those employees assigned to other than patrol who normally wear a uniform shall be 4/10 or 5/8, as determined by the Department.

19.4 The briefing period shall be included in the work day.

19.5 Employees shall be scheduled to work on regular work shifts having

regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four (4) calendar days prior notice to the employee. Call-back or overtime does not constitute a change in work shift.

19.6 Employees assigned to the "4/10" hour shift shall work four consecutive ten hour shifts normally followed by three (3) consecutive days of rest.

19.7 Employees assigned to the twelve and one half (12 1/2) hour shift shall work three (3) consecutive, uninterrupted twelve and one-half (12 1/2) hour shifts normally followed by four (4) consecutive days of rest.

19.8 This is acknowledged by both parties as a thirty-seven and one-half (37 1/2) hour work week. The employees assigned to this work schedule shall be required to "pay back" ten (10) hours to the CITY during each twenty-eight (28) day work cycle in the form of an additional day of work. Such additional day of work may include training, special duty, patrol relief or as otherwise assigned, or the employee may, with a supervisor's approval, utilize ten (10) hours of CTO and/or vacation. The additional day of work shall be scheduled either at the beginning or the end of the employee's four (4) days off, whenever possible.

19.9 To ensure that grave shift employees are not fatigued when beginning work, a total of six (6) hours of off-duty time must have occurred before their scheduled return to work. This off-duty time does not have to be continuous. Previous duty means any overtime assignment, recall assignment, court time and any other assignment when the employee is performing work for the CITY.

19.10 Pursuant to Section 7(k) of the Fair Labor Standards Act, the CITY has elected a twenty-eight (28) day work period for police officers.

19.11 Training, meetings and other CITY-ordered time shall be considered as hours worked. With the exception of Compensatory Time Off (CTO), paid time off shall count towards the accumulation of the workweek for purposes of computing overtime.

19.12 An employee working a non-uniformed assignment shall generally work a 5/8 work schedule (as defined in Article 20.2) with Saturday and Sunday off. On a week-by-week basis, an employee with the approval of their supervisor, may be allowed to work a flexible schedule. A flexible schedule may include, different days off and starting and quitting times which are mutually agreed upon, and meet the needs of the

Department and the employee. In no event shall an employee's work schedule be more than ten (10) hours in any work day, nor more than forty (40) hours in a work week, when working a flexible schedule. Except by mutual agreement, no changes can be made in the agreed upon flexible schedule for the next scheduled work week, once the employee has completed the last scheduled work day prior to the change. If a flexible schedule is not agreed upon by both the Department and the employee, then the employee's work schedule shall be a normal work schedule of 5/8, Monday through Friday schedule.

19.13 To avoid off duty court appearances by employees utilizing a flexible schedule, all efforts shall be made to incorporate a scheduled court appearance into a regular work day.

19.14 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts or duties for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency, as defined in Article 5.

19.15 Effective upon adoption by the Council, Article 19.14 shall be suspended for the duration of this MOU.

ARTICLE 20 **MEAL PERIODS**

20.1 An employee working a non-uniformed assignment shall be provided a duty free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, the duration there of to be selected by the employee. The unpaid meal period shall be added to the length of the work day (i.e., employees selecting a 60-minute meal period shall have a nine-hour tour of duty consisting of eight hours of work and one hour duty free, unpaid meal break). Employees whose duty free, unpaid meal period is interrupted or canceled because of return to duty shall receive overtime compensation for the period of the interruption if otherwise qualified. An employee working an eight (8) hour work shift who is required to, at the direction of a supervisor, work more than five (5) hours in any shift without a meal period, shall be paid thirty (30) minutes at the overtime rate, in addition to receiving their regular meal period.

20.2 Police Officers in a uniformed assignment working an eight (8) or ten (10) hour shift shall have a thirty (30) minute paid meal period as part of their eight (8) or ten (10) hour work day. An employee working an eight (8) hour work shift who is required to, at the direction of a supervisor, work more than five (5) hours in any shift without a

meal period, shall be paid thirty (30) minutes at the overtime rate, in addition to receiving their regular meal period.

20.3 An employee in a uniformed assignment working a ten (10) hour work shift, who, at the direction of a supervisor, is not given a meal break shall be paid one (1) hour at the overtime rate. The debriefing period during the last half-hour of the work shift shall not be used as a meal break.

20.4 Police Officers in a uniformed assignment working a twelve and one half (12.5) hour shift shall have a forty five (45) minute paid meal period as part of their twelve and one half (12.5) hour work day.

20.5 An employee in a uniformed assignment working a twelve and one half (12.5) hour work shift, who, at the direction of a supervisor, is not given a meal break shall be paid one (1) hour at the overtime rate. The debriefing period during the last half-hour shall not be used as a meal break.

LEAVES AND VACATION

ARTICLE 21 OFFICER TIME OFF – Vacation, C.T.O., Association Leave

21.1 For the purposes of scheduling time off, accumulated compensatory time off (C.T.O.) (Article 40) is to be treated the same as vacation time (Article 23).

21.1.1 Requests for time off may be denied if not requested seven days prior to the days requested and back filling would be necessary.

21.1.2 Requests for time off may be denied or canceled, if the Captain determines that an unusual situation exists and that allowing the time off would have a significant, adverse impact on the Operation of the Police Department in its responsibility to ensure the safety of the community and police personnel. Examples of significant, adverse impact include disasters, large demonstrations, etc., but do not include the Fair, two officers off on training, regularly scheduled local events, team staffing shortages; or other similar activities or circumstances.

21.1.3 Time off, other than a request for continuous time off of thirty seven (37) hours or longer, may be denied for New Years Eve, the Fourth of July, or the night before Thanksgiving Day. All other holidays shall be treated as any other work day for purposes of time off.

21.2 The following minimums shall be allowed off for vacation, C.T.O.; or ASSOCIATION leave:

21.2.1 Three patrol officers per day shift. Two patrol officers on the cover shift and two patrol officers on the swing shift.

21.2.2 Three patrol officers per graveyard shift.

21.3 Granting time off to more than the minimum number of patrol officers per team is permitted when back filling is not necessary.

21.4 Non-vacation time off requests above two officers on cover and swing shifts, and three officers on day and graveyard shifts, shall not be approved until 30 days prior to the dates requested. The determination of strength shall be set by the number of patrol officers actually assigned to the team minus any long term absences due to on-duty or off-duty injuries or illnesses.

ARTICLE 22 **PROMOTIONAL EXAMS**

An employee who takes a CITY promotional exam during time the employee is required to work shall be given reasonable release time to take the exam.

The employee shall use the approved time off request procedure whenever release time is desired pursuant to this Article.

ARTICLE 23 **VACATION**

23.1 Effective July 1, 2005 through January 10, 2015, employees shall earn and may accumulate vacation time as indicated below:

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
1 to 4	6 2/3	80	160
5 – 11	10	120	240
12 – 24	13 1/3	160	320
25+	16 2/3	200	400

Effective January 11, 2015, employees shall earn and may accumulate vacation time as indicated below.

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
1 to 4	6 2/3	80	160
5 – 9	10	120	240

10 – 14	13 1/3	160	320
15 - 19	14 1/6	170	340
20 – 24	15	180	360
25+	16 2/3	200	400

23.2 No employee shall accumulate more vacation than provided above, except as provided in Article 23.7.

23.3 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances the City Manager's Office may approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

23.4 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services.

23.5 Vacation shall not be used for industrial injury leave or to extend a date of retirement.

23.6 Selling Back Vacation

Employees who have at least one and one-half (1.5) ~~ten (10)~~ years of service with the Santa Rosa Police Department may elect to sell back up to 80 hours of vacation at the employee's base hourly rate of pay including POST and Motor pay. The vacation sell-back will be allowed only one time per fiscal year. To be eligible to sell back vacation, employees must have at least 80 hours remaining after the sell-back.

Vacation Sellback will occur under the following procedure:

23.6.1 Effective December 2024, and during the month of December of each year thereafter, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following year. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

23.6.2 The sell back must be made by the first paycheck in December of the following year. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be

automatically cashed out for the number of hours elected (subject to the limits in this section 23.6) on the second paycheck in December.

23.6.3 If an employee elects to "sell back" vacation but does not have eighty (80) hours of vacation leave in their vacation leave bank during the pay period for which they request the sell back, their sell back request will not be fulfilled. ~~Effective January 1, 2018, the vacation sell-back will be permitted once per calendar year, rather than once per fiscal year.~~

23.7 Vacation Accrual and Industrial Injury or Illness

When an Officer is placed on Industrial Injury or Illness and begins 4850 time, and the Officer has reached the maximum accrual of vacation hours, the Officer shall continue to accrue vacation over the maximum hours allowed in Article ~~23~~³⁴ Vacation. When the Officer returns to duty, the Officer must use the excess vacation (that which was accrued over the maximum) within six months of returning. If the Officer does not return to duty and is separated from the CITY, the officer shall receive a payout for all vacation accrued, including the amount that has accrued over the maximum.

23.8 Vacation Payout – RHS Plan

Any employee who retires from the city will have all accumulated but unused vacation hours up to 200 hours deposited in a Retiree Healthcare Savings plan at the base hourly rate of pay including POST and Motor Pay at the time the position was vacated.

All hours in excess of 200 hours will be paid out to the employee at the base hourly rate of pay including POST and Motor Pay at the time the position was vacated.

This plan is administrated by a third party provider and City makes no warranties or representations as to the benefits amounts or administration of the plan. City's only responsibility with respect to the plan will be transfer funds to the RHS Plan in accordance with the provisions set forth herein.

ARTICLE 24 **SICK LEAVE**

24.1 Sick Leave Accumulation

Each employee shall earn and may accumulate sick leave as follows:

Hours Earned Monthly	Hours Earned Annually	Maximum Hours of Accumulation
8	96	No Limit

24.2 Sick Leave Rights

Sick Leave shall not be considered as a right which an employee may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on employees for taking justifiable sick leave.

24.3 Sick Leave Charging

For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

24.4 Sick Leave Usage

Employees may use sick leave when they are unable to work due to a non-industrial sickness or injury. No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

~~A. Intentionally self-inflicted;~~

~~B. Participating in a criminal act;~~

~~C. Participating in a riot;~~

~~D.A.~~ Working for an employer other than the CITY;

~~E.B.~~ During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders.

~~F.C.~~ During a layoff, leave of absence or disciplinary suspension; and/or

~~G.D.~~ After a termination date.

On taking sick leave time, employees shall notify their appropriate Department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the CITY.

The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick, has claimed sick leave for family illness in violation of Article 24.6, or has engaged in private or other public work while on sick leave.

The CITY may require an employee to provide a medical doctor's statement confirming that the employee is able to resume performing the essential duties of the position prior to permitting the employee to return to work following the use of any sick

leave.

If an employee has not recovered by the time they have exhausted their accumulated sick and vacation leave, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee. This is not intended to conflict with Article 28.2.

Sick leave shall continue to be earned while an employee is on vacation or sick leave.

Sick leave shall not be used to extend a date of retirement.

24.5 Sick Leave - Initial Probationary Period

The City Manager's Office may allow a probationary employee up to forty-eight (48) hours' sick leave with pay before it has been earned. This section does not apply to promotional or disciplinary probationary periods.

24.6 Sick Leave - Family Illness

Employees may use hours of accumulated sick leave when their absence from work is necessary to attend to the illness of their spouse, a qualified domestic partner, child, stepchild, child of employee's domestic partner, parents, ~~and~~ grandparents, or any other person provided by State law.

24.7 Sick Leave – Retirement Buy Back

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the CITY, shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum payment of six hundred (600) hours. The rate of pay shall be employee's base hourly rate of pay including POST and Motor Officer Pay at the time the position is vacated.

- A. The first 300 hours of this payment will be deposited in a Retiree Healthcare Savings plan at the rate of pay cited above.
- B. For the remaining hours above 300 but less than 600.01:
 1. The employee may elect to be paid out at the rate of pay cited above, OR
 2. The employee may elect to convert the hours to service credit as provided by Government Code Section 20965.

Any remaining accumulated sick leave hours will be converted to service credit as provided by Government Code Section 20965.

24.8 Sick Leave - Employee Death

If an employee dies, then all of the employee's accumulated sick leave shall be paid at the employee's base hourly rate of pay including POST and Motor Officer Pay at the time of the employee's death. Such payment shall be made to the person named by the employee as beneficiary in the employee's life insurance policy.

ARTICLE 25 INDUSTRIAL INJURY OR ILLNESS

Benefits for Police Officers shall be provided for under Section 4850 of the Labor code and CITY policies. Sick leave shall not be used for an industrial injury or illness.

ARTICLE 26 JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS

26.1 The purpose of this Article is to address the work schedules for employees on temporary limited duty. The type of temporary limited duty work performed is to be determined by the following:

26.1.1 Nature of employee's injury or illness and any physician imposed restrictions;

26.1.2 Needs of the Department;

26.1.3 Skills of the employee.

26.2 Employees who are medically precluded from fulfilling their normally assigned duties as a result of a job related injury or illness and who have been medically cleared to return to limited duty may have their schedules adjusted to accommodate the days and hours of an available modified work assignment based on their specific restrictions once their medical professional has cleared the employee for modified activity at work.

26.2.1 The department will work collaboratively with the employee to identify a modified work schedule that accommodates the employee's and department's needs.

26.2.2 Modified work assignments will be identified and assigned by the Lieutenants while working collaboratively with the Division Managers to identify needed work.

26.2.3 If an assignment is not available, the employee will be notified and 4850 will be recorded on their timecard, if eligible, until an assignment is identified or the employee's status changes, at which time the department will engage in the interactive process with the employee to the extent required by law.

ARTICLE 27 NON-JOB RELATED INJURY OR ILLNESS/LIMITED DUTY

ASSIGNMENTS

27.1 Employees injured Off-Duty and allowed by the CITY to return to work on a temporary limited duty capacity shall be assigned to a work schedule according to the needs of the Department. Assignments of these employees shall not interfere with the temporary work assignments of employees injured on-duty.

27.2 For purposes of utilizing the LTD benefit, during the elimination period, an employee may use sick leave or any combination of accrued leaves. After the elimination period has been met an employee may choose to use a 50/50 option defined as 50% long term disability and 50% sick leave, or 100% of the long term disability benefit as defined by the insurance carrier. An employee does not have to exhaust all leave balances prior to going on long term disability.

ARTICLE 28 **CATASTROPHIC LEAVE**

28.1 Employees may donate accrued leave to other employees who suffer from a catastrophic illness or injury, or to an employee to care for their spouse, a qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness or injury.

28.2 Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

28.3 Employees who have successfully completed 2,080 hours or 1 year of paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to a spouse, a qualified domestic partner, parent or dependent minor child.

28.4 The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

28.5 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave or administrative leave hours donated by other employees to a specific qualified employee.

28.6 Employees donating vacation, compensatory or administrative leave must donate in increment of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time or administrative leave. Effective July 1, 2006, employees may also donate sick leave up to twenty four (24) hours in a fiscal

year. Employees donating sick leave must have a balance of 80 hours after the donation of sick leave.

28.7 An employee requesting catastrophic leave must receive the recommendation of his or her Department head and the approval of the City Manager. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

28.8 The Finance Department shall account for the donation and disbursement of catastrophic leave hours. All time donated shall be credited on an hour-to-hour basis regardless of hourly pay differentials between donating employee and recipient.

28.9 Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits of Workers' Compensation Leave.

28.10 While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

28.10

ARTICLE 29 **BEREAVEMENT LEAVE**

29.1 An employee shall be paid up to forty (40) hours of bereavement leave because of a death in the immediate family.

For the purposes of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee and parents and children of the employee's qualified domestic partner.

Payment for bereavement leave shall only be made under the provisions set forth above.

29.2 Employees shall be allowed at least five (5) workdays off for bereavement leave. Employees may supplement the paid bereavement leave in Section 29.1 with accrued leave (including vacation or sick leave) to reach a total of five (5) workdays of bereavement leave.

ARTICLE 30 **MILITARY LEAVE**

An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California and CITY policies. The employee shall furnish to the City Manager's office satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders. Employees with less

than one year CITY service shall take such leave without compensation from the CITY as provided in the Military and Veterans Code.

ARTICLE 31 **JURY DUTY**

31.1 Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

31.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY.

31.3 Time served as a juror for employees shall be considered as time worked so that an employee shall not be required to perform jury duty and also work a shift for the CITY during any twenty-four (24) hour period.

31.4 The twenty-four hour period shall be determined by starting at the first hours in the employee's work week and counting off twenty-four (24) hour segments.

31.4

ARTICLE 32 **LEAVE OF ABSENCE WITHOUT PAY (NON-MEDICAL)**

A. Employee Leave

Employees may request a leave of absence, without pay, for non-medical reasons, in writing to their respective Department head upon the exhaustion of their accumulated vacation and compensatory time.

These requests may be approved as follows:

1. By the Department head for a time not exceeding twenty-four (24) working hours.
2. By the City Manager's Office for any time exceeding twenty-four (24) working hours.

If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the CITY. In all other instances, the employee shall make arrangements to prepay the appropriate monthly premium if insurance benefit coverage is to continue.

ARTICLE 33 **ASSOCIATION RELEASE TIME**

33.1 The parties agree that one (1) on-duty employee acting as an employee representative for an employee in the Unit shall receive paid release time for the following activities:

- A. Any interview where an employee is afforded the right to a representative by the Government Code, any other law; or CITY or Departmental policy;
- B. Any pre-disciplinary hearing;
- C. Any Personnel Board hearing where disciplinary action is being reviewed;
- D. Any grievance hearing/meeting between an employee and their supervisor(s), i.e. Sergeants, and Lieutenants;
- E. Any grievance hearing before a Captain and/or the Chief of Police;
- F. Any grievance hearing before the Human Resources Director/City Manager designee; and
- G. Any appeal hearing before the Personnel Board regarding the formal grievance.
- H. Any mediation and/or arbitration hearings.

33.2 An on-duty employee who acts as an employee representative under the above shall notify their immediate supervisor of the intent to be absent from the normal duty work station. The supervisor shall have the authority to deny the release of an on-duty representative if the supervisor determines that such release would have a gross, negative impact on the operation of the Police Department in its responsibility to ensure the safety of the community. In such cases, other than Personnel Board hearings, the interview or hearing may be rescheduled at the employee's option without prejudice to either the employee or the CITY. If the release of an on-duty employee acting as a representative before the personnel Board is denied for the reasons cited above, the CITY shall request that the Personnel Board reschedule the hearing without prejudice either the employee or the CITY.

33.3 An on-duty employee acting as an employee representative during disciplinary matters shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to sixty (60) minutes may be used for this purpose.

33.4 An on-duty employee acting as an employee representative during grievance hearings/meetings as in (D) through (H) above, shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

33.5—Reasonable release time shall be given to ASSOCIATION representatives to meet and confer on items arising under Article 5, Full Understanding, Modifications,

and Waiver.

33.5

ARTICLE 34 ASSOCIATION LEAVE TIME BANK AND USAGE

34.1 ~~Effective January 1, 2021,~~ Each bargaining unit member shall donate one quarter (.25) hours of their earned vacation leave the first pay period of each month ~~each pay period~~ to a bank of hours for use by Association members, as designated by the Association President or designee, on paid time off conduction Association business -(“ASSOCIATION LEAVE BANK”).

The Parties intend that the ASSOCIATION LEAVE BANK should have a balance of between eight hundred (800) and one-thousand, two hundred (1200) hours. Accordingly, Payroll will check the Association Leave Balance the first pay period of each month. If the ASSOCIATION LEAVE BANK Balance exceeds one-thousand, two hundred (1200) hours as of the first pay period of the month, deductions will be suspended. Once the ASSOCIATION LEAVE BANK Balance falls below eight hundred (800) hours on the first pay period of a future month, deductions will be re-started.

34.134.2 Employees may request paid leave of absence for normal ASSOCIATION LEAVE BANK business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION as provided below. The City shall count such leave hours as “time worked” for the purpose of calculating overtime. The City shall count such leave time taken as time in paid status for the purpose of determining any other employment benefits.

34.234.3 Such request shall be in writing to the Department head or the Department Head’s designee.

34.334.4 ASSOCIATION leave shall be granted, in the same manner as vacation and compensatory time off, if it does not require additional expenditures by the CITY and if the request meets the conditions set forth below. Leave shall be requested and approved consistent with Department policy for requesting vacation, CTO and ASSOCIATION leave. If the request is denied, the ASSOCIATION has the option of paying time and one half from the leave bank to back fill the position and the leave shall be granted.

34.434.5 An employee is not required to exhaust any paid leaves to be

eligible for ASSOCIATION leave.

~~34.5~~34.6 When an employee takes such leave, the leave shall be charged to the ASSOCIATION LEAVE BANK at straight time or at time and one half, whichever is appropriate pursuant to this article.

~~34.6~~34.7 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year, except that three employees may use no more than sixty (60) days in a fiscal year.

~~34.7~~34.8 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY first from the ASSOCIATION LEAVE BANK. Should there be insufficient hours in the leave bank to cover the leave requested/taken, the Association shall directly reimburse the City for such leave hours. All vacation hours contributed by unit members to the ASSOCIATION LEAVE BANK shall be credited on an hour for hour basis regardless of hourly pay differentials between contributing unit members.

~~34.8~~34.9 Any dispute between the ASSOCIATION and the Police Department or the Finance Department regarding such leave shall be resolved by the Assistant City Manager.

~~34.9~~34.10 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of his/her election to that position.

~~34.10~~34.11 To contribute vacation hours to the ASSOCIATION LEAVE BANK, a unit member must submit a "Voluntary Authorization for Deduction of Vacation Hours" form provided by the ASSOCIATION. The City shall begin deduction of vacation hours no later than ten days following receipt of completed authorization form. There shall be no retroactive deductions, payoffs, or use of these hours for non-ASSOCIATION business.

~~34.11~~34.12 For each pay period, the City shall send a report showing the number of hours used and remaining in the leave bank to the association President and Treasurer.

SALARIES, PAYS AND BENEFITS

ARTICLE 35

SALARIES

35.1 Beginning the pay period including July 1, 2024, the six-step salary range for Police Officers shall be converted to seven steps by adding a new Step Seven, which

~~shall be five percent (5.0%) higher than Step 6. Any bargaining unit member who has been at Step 6 for more than twelve months and otherwise meets the requirements for step advancement (e.g., standard or better performance evaluation) shall be advanced to Step 7. November 7, 2021, the six-step salary range for Police Officers shall be increased by three percent (3.0%) to reflect a cost of living increase (COLA).~~

~~35.2 Beginning the pay period including July 1, 2024, the seven-step salary range for Police Officers shall be increased by **six percent (6.0%)**.first full pay period following April 1, 2022, the six-step salary range for Police Officers shall be increased by two and a half percent (2.5%) to reflect a cost of living increase (COLA).~~

~~35.3 Beginning the first full pay period following July 1, 2025, the seven-step salary range for Police Officers shall be increased by **three percent (3.0%)**. 3, the six-step salary range for Police Officers shall be increased by two and a half percent (2.5%) to reflect a cost of living increase (COLA).~~

~~35.4 Beginning the first full pay period following July 1, 2026, the seven-step salary range for Police Officers shall be increased by **three percent (3.0%)**. Effective the end of the pay period following Council adoption all members shall receive a one-time lump sum, non-pensionable payment of \$5,000.~~

ARTICLE 36 **TRAINING AND EDUCATION**

Effective on the first day of the pay period in which Council approves this MOU employees who successfully complete the Peace Officers' Standards and Training Program (POST) shall receive one of the following:

<u>Type</u>	<u>Amount</u>
1. P.O.S.T. Intermediate Certificate	4.5% of base salary/month
2. P.O.S.T. Advanced Certificate	7.75% of base salary/month

The incentive pay effective date will be the next pay period following notification to the Training Unit of the employee's completion of the application process, and approval of the application by the Training Unit. Officers may provide notice to training up to seven days prior to their POST eligibility date.

ARTICLE 37 **UNIFORMS**

37.1 Police Officers, except new Police Officers, shall receive an annual

uniform allowance on the first day of the fiscal year payable during the month of August for the purchase of uniforms as specified by the CITY. The uniform allowance for Police Officers shall be \$1,100 per year.

37.2 New Police Officers shall receive ~~this~~ an initial uniform allowance of \$1,500 during their first month of employment and shall receive the annual uniform allowance annually thereafter during the month of August.

37.3 ~~No Police Officer shall receive a uniform allowance more than once during each fiscal year.~~ A new Police Officer who receives their initial uniform allowance on or after May 1 will not receive the annual uniform allowance until August of the following year. For example, an officer hired on May 15, 2024 will not receive an annual uniform allowance until August of 2025.

37.4 New Police Officers shall not be required to have a Class A Uniform until completion of the probationary period.

37.5 The CITY shall provide newly assigned motorcycle officers the initial riding boots, ~~pants, breeches and leather~~ jacket.

37.6 Police Officers required to wear uniforms shall wear them while at work and shall be responsible for their purchase, maintenance and replacement in accordance with CITY and Department policies.

~~37.7 Effective upon Council approval, the uniform allowance for Police officers shall be \$1,100 per year. The increased uniform allowance for the 2014-2015 year shall be paid only to employees in paid status on or after September 7, 2014.~~

ARTICLE 38 **BODY ARMOR**

38.1 It is the Intent of this Article that the payment of the body armor replacement is separate and different from the uniform allowance. Each Police Officer shall own and have available individual body armor. It is the Police Officer's responsibility to purchase, maintain, and replace their individual body armor.

38.2 The CITY shall pay One Thousand ~~Five Hundred~~ Dollars (\$1,500.00) to new Police Officers to purchase body armor that meets or exceeds the N.I.J. Threat Level III ~~A~~ Standard.

38.3 Police Officers, except new Police officers, shall receive an annual payment for body armor replacement on the first day of the fiscal year payable during the month of August in the amount of Three Hundred Dollars (\$300.00) (this assumes a life expectancy of body armor to be five years). A new Police Officer hired on or after

May 1 will not receive the annual uniform allowance until August of the following year. For example, an officer hired on May 15, 2024 will not receive an annual uniform allowance until August of 2025.

38.4 An employee shall not receive both the One Thousand ~~Five Hundred~~ Dollar (\$1,5900.00) body armor payment and the Three Hundred Dollar (\$300.00) body armor payment in the same fiscal year.

ARTICLE 39 **OVERTIME**

39.1 If the employee works either a 4/10 or 5/8 schedule, and is required by the CITY to work more than forty (40) hours per work week, employees shall be compensated for such overtime hours at the rate of 1.5 times the regular hourly rate of pay.

39.2 If the employee works a three (3) day – twelve and one half (12.5) hour schedule, they shall be compensated at the rate of 1.5 times the regular hourly rate of pay for all hours worked in excess of thirty seven and one half (37.5) hours in a work week. During the “payback week” which occurs once every twenty eight (28) day cycle, they shall be compensated at the overtime rate for all hours in excess of forty seven and one half (47.5) hours.

39.3 An employee may elect overtime pay as CTO for those overtime hours that are under the FLSA weekly overtime requirement.

39.4 Overtime shall be paid in accordance with the FLSA .

39.439.5 CalPERS' definition of pensionable compensation excludes overtime and additional payments for work “in excess of the hours of work considered normal for employees on a full-time basis.”

ARTICLE 40 **COMPENSATORY TIME OFF (CTO)**

40.1 Compensatory time off may be accumulated as provided in Article 39, OVERTIME; Article 42, CALL BACK; and Article 41, COURT APPEARANCES.

For the purposes of scheduling time off, accumulated compensatory time is to be treated the same as vacation time and shall be in accordance with FLSA.

No employees shall accumulate more than one hundred twenty (120) hours of compensatory time off. An employee may, once each calendar year, be paid out for up to one-half (0.5) her/his accumulated compensatory time

off.

40.2 Any employee who retires from the city will have all accumulated but unused compensatory time up to the cap of 120 hours deposited in a Retiree Healthcare Savings plan at the regular hourly rate of pay at the time the position was vacated.

40.3 Whether used or paid out, CTO will be paid at the employee's regular rate of pay in effect at the time.

40.4 In the event the Internal Revenue Service issues guidance or the City becomes aware of enforcement actions related constructive receipt issues based on the earning of CTO, the MOU will reopen on the issue of CTO and the parties will meet and confer over ways to address the constructive receipt issue."

ARTICLE 41 **COURT APPEARANCES**

41.1 Employees required to appear in court on CITY business during off duty hours may confirm court appearances at any time at their own convenience. However, employees not otherwise cancelled, shall be required to confirm the status of the subpoena prior to the scheduled court appearance.

Subpoenas issued by the Sonoma County District Attorney's Office will require the employee to call the District Attorney's subpoena cancellation phone number between 1700 and 1900 hours the day prior to the scheduled appearance.

Subpoenas issued by any other party will require the employee to call the issuing party the day prior to appearance to confirm the status.

41.2 If the employee's court appearance was cancelled prior to 1900 hours on the day before the scheduled court appearance, the employee receives no compensation.

41.3 If the employee's court appearance was cancelled after 1900 hours of the previous court date, but prior to the employee appearing in court, the employee is then entitled to two (2) hours compensation at the overtime rate.

41.4 If the employee's court appearance was not cancelled during that telephone call, pursuant to Section 41.1; or cancelled, by any other means, prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

41.5 If the employee appears in court at the appearance time but the case was cancelled after 1900 hours of the previous court date but prior to two (2) hours of the appearance time, an employee is entitled to two (2) hours compensation at the overtime

rate.

41.6 If an employee is placed on court stand-by, by either the court and/or District Attorney's Office, an on duty supervisor shall be immediately notified by the affected employee of the stand-by. The supervisor shall be responsible for giving the employee direction on the stand-by consistent with the same provisions regarding appearance and/or cancellation described in this article.

41.7 Arrangements shall be made in advance to ensure that the evidentiary items are immediately available to the subpoenaed officer and that time associated with the evidence pick-up and/or return is kept to a minimum. The compensable time for pick-up and/or return of evidence outside of an officer's regular work schedule is not exclusive or subpoenaed court appearances but is included with the M.O.U. agreed court overtime minimum, or actual time spent if beyond the minimum.

If the time of subpoenaed court appearance is during a regularly scheduled duty time but the pick-up of evidence at the police station is necessitated prior to start of regular duty time; the officer shall receive compensation for the evidence pick-up activities. Compensation shall be at the regular overtime rate for actual time spent and not a three hour court minimum.

41.8 Employees required to appear in court on CITY business during off-duty hours on a regularly scheduled work day shall receive a minimum of three (3) hours pay at the overtime rate of pay or actual hours worked, whichever is greater. For employees working a graveyard shift that ends less than three (3) hours before a required court appearance, the court overtime hours begin at the end of the employee's work shift and the employee is expected to perform work activities (including preparation for the court appearance) during the overtime period.

41.9 Employees required to appear in court on CITY business during off-duty hours on a regularly scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual hours worked, whichever is greater.

41.10 A court appearance in excess of three (3) or four (4) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned.

Except for employees working graveyard shift the night prior to a required court appearance, the three (3) or four (4) hour minimum begins with the time of first appearance and continues for three (3) or four (4) consecutive hours. If an employee

receives multiple subpoenas for different appearance times on the same court date, there must be no less than four hours (including meal period) between the starting time of the first appearance and the starting time of any additional separate court subpoenas to receive a second three (3) or four (4) hour minimum court appearance.

An employee shall only be considered on duty for that time that they are actually at court or activities related to court appearances.

For the purposes of this Article an employee may select either pay and/or CTO at 1.5 the hourly rate for any court appearances or cancellations.

~~For the purposes of this Article an employee may select either pay and/or CTO at 1.5 the hourly rate for any court appearances or cancellations.~~

ARTICLE 42 **CALL BACK**

42.1 Employees who have completed their work shift, left their work site and are ordered to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of the three (3) hours shall be paid at the overtime rate.

42.2 All employees who are in the facility any time prior to the start or after the end of their shift and are ordered by their supervisor to start a shift, shall receive a minimum of three (3) hours pay at the overtime rate.

At the employee's option, the employee may receive the Call Back pay as CTO or in dollars.

ARTICLE 43 **SPECIAL AND COLLATERAL ASSIGNMENTS**

43.1 INVESTIGATIONS BUREAU

Employees assigned to the Investigations bureau shall receive an additional five (5) percent of their base monthly salary per month. The 5% compensation is a combination of incentive to attract employees to the Divisions, recognition for the additional requirements while assigned, and in lieu of the \$235.00 On-Call compensation.

Employees assigned to Investigations Bureau are expected to be On-Call.

43.2 SCHOOL RESOURCE TEAM

An officer in the School Resource Team shall be considered to be working

in a uniformed assignment and be subject to the M.O.U. provisions directly applying to uniformed personnel.

43.3 TRAFFIC SECTION

Employees assigned to ride a motorcycle shall receive an additional 2.5% of their base monthly salary rate.

This payment shall be included for the purpose of calculating Holiday pay listed in Article 46, the Vacation Payoff listed in Article 23 and Sick Leave Payoff as provided in Article 24.7 and 24.8.

Employees assigned as an Accident Investigator shall receive an additional 5.0% of their base monthly salary rate per month. Accident Investigators are expected to be on-call.

43.4 SWAT COLLATERAL ASSIGNMENT

An employee assigned to the SWAT Team shall receive compensation in the amount of an additional three (3%) percent of monthly base salary per month. This special compensation is intended to compensate officers for performing intelligence activities and for holding sensitive positions requiring trust and discretion and for maintaining conditioning required to pass the qualifying SWAT physical test and to meet the physical nature or SWAT tasks.

43.5 HOSTAGE NEGOTIATIONS TEAM COLLATERAL ASSIGNMENT

An employee assigned to the Hostage Negotiations Team (HNT) shall receive compensation in the amount of an additional three 3% percent of monthly base salary per month. This special compensation is intended to compensate officers for performing intelligence activities and for holding sensitive positions requiring trust and discretion.

43.6 ENVIRONMENTAL CRIMES UNIT COLLATERAL ASSIGNMENT

An employee assigned to the Environmental Crimes Unit (ECU) shall receive compensation in the amount of an additional three 3% percent of monthly base salary per month. This special compensation is intended to compensate officers for performing activities required of first-responders to reports of hazardous material spills as well as performing crime scene analysis and conducting investigative follow up on

hazardous material spills.

43.7 FIELD TRAINING OFFICER (FTO) COLLATERAL ASSIGNMENT

Additional compensation in the amount of an additional five percent (5%) of monthly base salary is provided to officers assigned as Field Training Officers (FTO). This increase in salary is intended to compensate officers for the increased responsibility and task assumption associated with training police department personnel.

43.7.1 For the purpose of this section, an Incident FTO shall be defined as the FTO assigned to a trainee at the time of the incident for which the trainee has been subpoenaed to court, and a Scheduled FTO shall be defined as the FTO responsible for the trainee on the date of the Trainee's scheduled court appearance.

43.7.2 Trainee Responsibilities: Upon being served with a subpoena, a trainee shall immediately review the training schedule, and identify the Scheduled FTO. The trainee shall make a copy of the subpoena and place it in the Scheduled FTO's mailbox. The trainee shall also leave a message in the Scheduled FTO's voicemail, which includes details of the subpoena and the date and time of appearance.

43.7.3 Scheduled FTO Responsibilities: When the Scheduled FTO receives notice that a trainee has an upcoming court appearance, the Scheduled FTO shall contact the Incident FTO to determine if the Incident FTO is available to accompany the trainee to court. If the Incident FTO is unable to accompany the trainee to court, the Scheduled FTO's responsibility to ensure that only one FTO is assigned to accompany the trainee to court and to notify the trainee which FTO it will be.

43.7.4 Cancellations: Trainees shall telephone their voicemail between 1900 and 2000 hours the previous court day to check for court cancellations. Trainees shall immediately forward a voicemail message (and in any case, no later than 2000 hours the previous court day), to the assigned FTO advising them of the court appearance status.

43.7.5 Supervisor Review: Any FTO supervisor may cancel a FTO's required court appearance should it be determined it is in the best interests of the trainee, the Department or the FTO Program. Every effort shall be made to notify the assigned FTO, and the trainee, of the cancellations well in advance of the appearance, and consistent with the cancellation procedure set forth in this agreement.

43.7.6 Compensation: FTO's shall be compensated for court

appearances/cancellations covered under this agreement if subpoenaed.

43.8 CANINE OFFICER

43.8.1 An employee assigned as Canine Officer shall receive specific compensation in the amount of an additional five percent (5%) of the monthly base salary per month. This increase in compensation is intended to compensate officers for expertise of being canine handlers and in lieu of their ability to participate in seniority shift sign-up in the Field Services Division, and selection processes for other special assignments or collateral duties.

43.8.2 In accordance with Fair Labor Standards Act, the CITY and the ASSOCIATION agree that the average amount of time required for the proper care of, feeding, grooming, cleaning, kenneling and transporting a canine is one half (1/2) hour per day for every day the officer has the responsibility of the dog.

43.8.3 An employee assigned as Canine Officer shall be compensated for one half (1/2) hour per day for every day the office has the responsibility for the dog, at time and one-half (1-1/2) their regular hourly rate for the proper care of, feeding, grooming, cleaning, kenneling and transporting the canine.

43.9 NON-INDUSTRIAL INJURY/ILLNESS

Should an officer receiving compensation for any of the above Collateral Assignments be in an injured status for a non-industrial injury/illness that precludes the officer from, (1) for SWAT only, maintaining the physical conditioning necessary to achieve the physical mandates of the specific assignment, or (2) for any assignment, precluding the officer from performing the duties of the assignment, the following may occur:

A. No formal action to remove special assignment compensation shall be taken until 60 days after the officer is first on injured status. If the injured officer is unable to resume special assignment activities following the 60 day period, special assignment compensation may be removed. The Field Services Division Captain shall be responsible for administering special assignment compensation. Any decision made by the Captain to remove special assignment compensation may be appealed by the affected officer to the Chief of Police.

B. Special Assignment pay removed after the 60 day period shall be reinstated when the officer resumes full activities for the special assignment.

43.10 REMOVAL FROM SPECIAL OR COLLATERAL ASSIGNMENT

Notwithstanding the Government Code, the removal of any employee from this assignment may be made without hearing, unless the removal is either for any asserted misconduct or adverse comments are placed in the employee's personnel file by the Department. The parties agree that discretion for this assignment remains with the CITY.

43.11 LIMITS ON COLLATERAL ASSIGNMENT PAY

An officer may not receive more than one of the following Collateral assignment pays even if they are performing more than one Collateral assignment:

SWAT
Hostage Negotiations Team
Environmental Crimes Unit

ARTICLE 44 BILINGUAL OFFICERS

Additional pay shall be received by Officers designated by the City as proficient in ~~the Spanish, or any other language designated by the Department of Human Resources, language or as bilingual.~~

Officers who are designated by the City as verbally fluent in ~~Spanish a~~ designated language shall receive an additional 5% of their base monthly salary as compensation for the additional responsibilities. Officers who are not verbally fluent, but have been designated by the City as possessing the skill to converse in ~~Spanish a~~ designated language well enough to complete a basic investigation shall receive an additional 3% of base monthly salary as compensation for the additional responsibilities. The 5% pay and 3% pay shall not be combined.

To qualify for either tier of bilingual pay, employees must be certified in accordance with either (1) the Department's procedure on Spanish bilingual testing, or (2) the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.

ARTICLE 45 OFF-DUTY TRAINING PAY

Off-duty training required by the CITY shall be considered hours worked for overtime purposes.

ARTICLE 46

HOLIDAYS

46.1 City recognized paid holidays occur occasionally throughout the year. The parties acknowledge that, unlike civilian personnel, police personnel do not receive the fringe benefit of a paid holiday schedule, but must work pursuant to a set schedule regardless of when the holiday occurs. In lieu of enjoying the fringe benefit of a paid holiday schedule, the City will provide the cash equivalent of such benefits, as outlined below. The parties acknowledge and agree that the in lieu pay is due to the fact that police personnel must forgo holidays.

46.2 The City recognizes ~~eleven-twelve~~ (12) fixed holidays as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
<u>Juneteenth Independence Day</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

46.3 In lieu of each holiday during which the employee is in paid status, employees shall receive 9.6 hours of compensation at the rate of time and one half (1.5x) of the base hourly rate, less mandatory withholdings, in the paycheck covering the period in which the holiday occurs.

46.4 For purposes of this formula, the hourly rate of pay shall include POST and Motor Officer pay.

46.5 The parties acknowledge and agree that holiday in lieu pay provided pursuant to this Article is not included in the regular rate of pay for FLSA overtime calculations pursuant to 29 U.S.C. section 207(e) and underlying regulations and DOL interpretations. The parties further acknowledge and agree that the holiday in lieu pay provided in this Article is intended to be included in pensionable compensation. In the event it is determined – contrary to the intent of the parties – that the language of this Article results in holiday in lieu pay being included in the regular rate of pay or being excluded from pensionable compensation, the parties agree to reopen this Article and

negotiate comparable terms.

ARTICLE 47 **SHIFT DIFFERENTIAL**

Employees regularly assigned to the following shift schedules shall receive additional compensation in the following amounts. Compensation under this provision shall be limited to time actually worked during the employee's regularly scheduled work hours (excluding paid time off).

- | | |
|--|-----------------------------|
| <u>a) Cover Shifts, including individuals assigned to the Special Enforcement Team (SET)</u> | <u>One percent (1.0%)</u> |
| <u>b) Swing Shifts, including DUI/Accident Investigators</u> | <u>Three percent (3.0%)</u> |
| <u>c) Midnight/Grave Shifts</u> | <u>Five percent (5.0%)</u> |

Nothing Herein shall restrict the Department from changing shift times, adding shifts or deleting shifts subject to meet and confer or as otherwise set forth in this Agreement. However, the Shift Differentials set forth above shall continue regardless of the names of the shifts or the number of individuals assigned to each shift.

~~working patrol or DUI/Accident Investigations, assigned to work their regularly scheduled work day, on all teams except Team 1 and Team 5 shall receive an additional compensation of 3% of base salary for each hour worked between the hours of 1900 hours to 0700 hours when they are working on their regularly scheduled day.~~

ARTICLE 48 **ACTING PAY**

48.1 Acting Pay. A unit member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay under this article unless otherwise specifically provided for elsewhere in this MOU. A member must meet the minimum qualifications of the higher classification, must only perform the higher classification duties while so assigned, and must be assigned in writing by his or her supervisor.

48.1.1 Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate equal to the first step or minimum of the salary range for the higher-level position

which is at least five percent (5%) above the member's base salary. In the event 5% falls between steps of the higher classification, the higher step will be utilized. Provided, however, that in no event shall the pay exceed the top step of the higher classification.

48.1.2 An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee.

ARTICLE 49 MASTER POLICE OFFICER

MASTER POLICE OFFICER I

49.1 Effective the first full pay period following Council adoption, Officers who qualify as a Master Police Officer I (MPO I) shall receive ~~four~~six percent (6.0%) of monthly base salary per month.

49.1.1 The Officer must have ten years (10) years of experience as a sworn peace officer. All qualifying work experience shall be qualitatively comparable to type of assignments performed in the Santa Rosa Police Department.

49.1.2 The officer must meet satisfactory performance standards, demonstrated by the Officer's pay being at top step of the range at the time of application, and the Officer must meet the minimum experience and training qualifications described in Article 49.1.3.

49.1.3 The Officer shall possess an Intermediate POST Certificate and have completed thirty (30) semester units and have completed twelve (12) months of special assignment and/or collateral duty experience.

MASTER POLICE OFFICER II

49.2 Effective the first full pay period following Council adoption, Officers who qualify as a Master Police Officer II (MPO II) shall receive ~~five~~eight percent (8.0%) of monthly base salary per month.

49.2.1 The Officer must have fifteen (15) years of experience as a sworn peace officer of which ten (10) years of experience must be as a California sworn peace officer. All qualifying work experience shall be qualitatively comparable to type of assignments performed in the Santa Rosa Police Department.

49.2.2 The officer must meet satisfactory performance standards, demonstrated by the Officer's pay being at top step of the range at the time of

application, and the Officer must meet the minimum experience and training qualifications described for either Article 49.2.3 or 49.2.4 below.

49.2.3 The Officer shall possess an Advanced POST Certificate and an Associate's Degree and have completed sixty (60) months of special assignment and/or collateral duty experience, or

49.2.4 The officer shall possess an Advanced POST Certificate, and have thirty (30) semester units and have completed eighty-four (84) months of special assignment and/or collateral duty experience.

MASTER POLICE OFFICER III

49.3 Effective the first full pay period following Council adoption, Officers who qualify as a Master Police Officer III (MPO III) shall receive ~~eightten~~ percent (10.0%) of monthly base salary per month.

49.3.1 The Officer must have twenty (20) years of experience as a sworn peace officer of which ten (10) years of experience must be as a California sworn peace officer. All qualifying work experience shall be qualitatively comparable to type of assignments performed in the Santa Rosa Police Department.

49.3.2 The officer must meet satisfactory performance standards, demonstrated by the Officer's pay being at top step of the range at the time of application, and the Officer must meet the minimum experience and training qualifications described for either Article 56.3.3 or 56.3.4 below.

49.3.3 The Officer shall possess an Advanced POST Certificate and a Bachelor's Degree and have completed eighty-four (84) months of special assignment and/or collateral duty experience or,

49.3.4 The officer shall possess an Advanced POST Certificate, and have thirty (30) semester units and have completed one hundred and twenty (120) months of special assignment and/or collateral duty experience.

MASTER POLICE OFFICER – General Provisions:

~~49.4 Officers who qualify as a Master Police Officer (MPO) and are receiving MPO pay as of 6/30/19 shall continue to receive four percent (4.0%) of monthly base salary per month. Effective the first full pay period of July 2019, should these officers~~

qualify for Master Police Officer II under the new guidelines identified above, they shall receive an additional two percent (2.0%) of monthly base salary per month for a total of six percent (6.0%).

49.4.1 Master Police Officer I, Master Police Officer II and Master Police Officer III pay does not stack. The maximum Master Police Officer pay is ~~eighteen~~ percent (810.0%).

49.5 In order to qualify for Master Police Officer (MPO) pay, the Officer must submit a Santa Rosa Police Department's MPO Application and meet the criteria therein. No payment shall be made until a Personnel Action Form (PAF) has been submitted to Payroll and the pay shall not qualify for retroactive pay.

49.5.1 Specialties qualifying for all three levels of MPO pay shall include: Special Enforcement Team, Motor, Accident Investigations, Detective, Traffic, Police Training Officer, Canine, Narcotics, Background Investigator, School Resource Officer, Downtown Enforcement Team, Field Training Officers, SWAT, Crisis/Hostage Negotiations, Environmental Crime, Defensive Tactics Instructor, Firearms Instructor, Drone Pilot, Mobile Field Force, EVOG Instructor, K9 Agitator, Neighborhood Enforcement Team, Career Criminal Apprehension & Investigative Support, Hit & Run Investigator, Neighborhood Revitalization Team, Bomb Unit, Mounted Enforcement

49.6 If the Santa Rosa Police Department creates any additional special assignments during the term of this contract the CITY agrees to meet and confer with the POA to determine if the newly created assignment(s) shall count toward the MPO program. Nothing herein shall restrict the Department from changing shift times, adding shifts or deleting shifts subject to meet and confer or as otherwise set forth in this Agreement.

ARTICLE 5048 **RETIREMENT**

48.150.1 Retirement is defined as separation from the CITY and filing and qualifying with the California Public Employees Retirement System (CalPERS) and going on the CalPERS retirement roll the day following the last day of paid status.

48.250.2 Police Officers are provided retirement benefits under the Public Employee's Retirement System as described in this Article 4850.

48.350.3 Tier One: Enhanced Safety 3.0% at 50 Retirement Program
Effective July 8, 2012, this Section 5054.3 (including subsections)