

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FORT BRAGG AND  
THE FORT BRAGG POLICE ASSOCIATION  
EFFECTIVE ~~JULY 1~~AUGUST 29, 20192021  
THROUGH  
JUNE 30, ~~2021~~2024



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### **ARTICLE 1—PREAMBLE**

1. This Agreement is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and applicable ordinances and resolutions of the City of Fort Bragg between the City of Fort Bragg and the Fort Bragg Police Association, Inc. ("FBPA"). As a result of meet and confer sessions, the City and FBPA have agreed to the following understandings:
2. The City and the FBPA agree that the term of this Memorandum of Understanding shall commence on ~~July 1, August 29, 2021~~<sup>19</sup>, and expire on June 30, ~~2024~~<sup>2024</sup>.
3. This Agreement may be extended with the approval of both the City and FBPA. This Agreement shall expire immediately upon its replacement by a subsequent Agreement, or upon written declaration and notification by either the City or the FBPA to the other party that the negotiation process has reached Impasse.
4. The FBPA is recognized as the sole bargaining organization for all non-management and non-confidential employees of the Fort Bragg Police Department. Recognition was approved by the Fort Bragg City Council on May 12, 1980. The parties agree that the class of Administrative Supervisor within the Police Department is a "confidential" position and not represented by FBPA.
5. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the FBPA agree to meet within thirty (30) days for the purpose of renegotiating said article or section.
6. Any conflict between any section or part of this Agreement and any City or departmental rule, regulation, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.
7. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
8. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of the Agreement, except regarding the interpretation of this Agreement.
9. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee

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organizations regarding matters that involve the wages, hours, and other terms and conditions of employment.

10. All benefits granted to the FBPA and the Police Department, and each of its members and employees, pursuant to voter approved Initiative Measure D, City Ordinance 672, as adopted on November 4, 1986, are hereby incorporated in full in this agreement. Neither this agreement, nor any of its terms, shall in any way revoke, suspend or terminate the benefits granted by Measure D, Ordinance 672.

#### **ARTICLE 2—DEFINITIONS**

1. "Agreement" means the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding."
2. "FBPA" means the Fort Bragg Police Association, Inc.
3. "Bargaining Unit" shall include all non-management and non-confidential employees of the Fort Bragg Police Department.
4. "Benefit" is a service or compensation other than salary as provided for within this Memorandum of Understanding.
5. "Call Back" is when an employee is called back to work during his/her scheduled off duty hours, not contiguous to his/her shift.
6. "Call In" is when an employee is called in early to work, contiguous to his/her shift.
7. "City" means the City of Fort Bragg.
8. "Classification" means an authorized employee position for which a written position classification description exists and for which the City has provided funding.
9. "Department" means the Fort Bragg Police Department.
10. "Hold Over" is when an employee's shift is extended beyond the normal on-duty time, contiguous with his/her shift.
11. "Relief" shift is any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. A relief shift is further defined in Article 5, Section 4-3 below.
12. "Lateral New-Hire" is an experienced sworn officer who is hired or re-hired by the City with a minimum of eighteen (18) months of experience as a sworn safety officer with a minimum of a Basic POST certificate.
13. "Personnel Rules and Regulations" means the City of Fort Bragg Personnel Rules and Regulations.

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14. "Police Employee" shall include all regular, non-management, non-confidential police employees, including all employees in the following classifications, and any newly created regular, non-management, non-confidential classifications:

~~a. Police Service Technician~~

~~b.a.~~ Community Services Officer

~~e.b.~~ Police Recruit

~~d.c.~~ Police Officer

~~e.d.~~ Police Sergeant

15. "Police Management and/or Confidential Employee" shall include all regular, police management and police department confidential employees, including all employees in the following classifications, and any newly created management and/or confidential classifications:

a. ~~Administrative Supervisor (RES)~~ Police Captain

b. Chief of Police

16. "Sworn Employee" is any non-management member of the Fort Bragg Police Department who is a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Safety Retirement.

17. "Non-Sworn Employee" is any non-confidential member of the Fort Bragg Police Department who is not a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Miscellaneous Retirement.

18. "Salary" is the regular hourly or monthly monetary compensation as shown in the salary schedule attached hereto as Appendix A, and/or any salary schedule revision caused by action of the City in response to Ordinance 672.

### **ARTICLE 3—MANAGEMENT RIGHTS**

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by the law, and to maintain efficient public safety service for the citizens of Fort Bragg, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the Fort Bragg Personnel Rules and Regulations. No portion of this Management Rights Article shall be construed to obligate the City in any way. The rights, powers and authorities of the City include, but are not limited to the following:

1. To manage the Police Department and determine its mission, policies and procedures and the right to manage the affairs of the Department.
2. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

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3. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons, or otherwise take action in accordance with Department or City Personnel Rules and Regulations.
  4. To determine the nature, manner, means, extent, type, time, quantity, standard and level of police services to be provided to the public.
  5. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
  6. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
  7. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.
  8. To determine method of financing.
  9. To plan, determine and manage the Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.
  10. To communicate fully and openly with its employees on any subject at any time orally or in writing, both at work or through electronic mail and/or the U.S. Mail.
  11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including callback, standby and overtime, and assignments.
  12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.
  13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations.
  14. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
  15. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with Personnel Rules and Regulations.

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16. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
  17. To evaluate and maintain order and efficiency in police facilities and operation.
  18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in Article 4, "FBPA Rights."
  19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
  20. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

**A. Impact of Management Rights**

Where required by law, the City agrees, prior to implementation, to meet and confer or consult with the FBPA over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on FBPA members unless the impact consequences of the exercise of a management right upon FBPA members is provided for in this Agreement, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

**B. Authority of Third Party Neutral - Management Rights**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

**C. No Strike/Job Action Provision**

1. Prohibited Conduct:

The FBPA, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization during the term of this Agreement.

2. Employee Termination:



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Any employee who participates in any conduct prohibited in Section C.1, "Prohibited Conduct," shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

3. FBPA Responsibilities:

- a. In the event the FBPA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section C.1, "Prohibited Conduct," the FBPA shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and they must cease engaging in conduct prohibited in Section C.1, "Prohibited Conduct," and return to work.
- b. If the FBPA performs all of the responsibilities in good faith set forth in Section C.3.a., "FBPA Responsibilities," its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement and are in violation of Section C.1, "Prohibited Conduct."

**ARTICLE 4—FBPA RIGHTS**

FBPA employees shall be free to participate in FBPA activities without interference, intimidation, or discrimination in accordance with State law and City policies, rules, and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, City advisory boards, commissions or committees with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
2. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
3. The right to a reasonable amount of time during regular working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree is in the shared interest of more harmonious relations.
4. The right to payroll deductions made for payments pursuant to Article 26, "Payroll Deductions" herein.
5. The right to the use of a designated bulletin board and/or internal computer mail system by the FBPA.
6. The use of City facilities for FBPA activities, providing that appropriate advanced arrangements are made. The granting of such use may be conditioned on appropriate monetary charges to offset the cost of such use. The FBPA shall not use such facilities for political purposes.

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- a. Reasonable access to employee work locations for officers of the FBPA and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
  - b. The City agrees to provide the FBPA, within sixty (60) days after the signing of this Agreement, two (2) certified copies of the Agreement, and any other newly adopted City/Departmental rule, order, resolution or ordinance pertaining to employees represented by the FBPA.

7. FBPA Release Time Bank

- a. The City agrees to establish and maintain a Release Time Bank to be used for purposes related to FBPA business. Employees may voluntarily donate any accrued leave credits (i.e.: CTO, holiday, vacation) in increments of one (1) hours, except that accrued leave credits for which the employee may not receive compensation upon separation shall not be transferred.
- b. The City shall keep records of donations and withdrawals by FBPA employees for examination and verification annually. The City will report balances to the FBPA on an annual basis each January.
- c. The FBPA must approve in writing any and all use or withdrawals of the Release Time Bank.
- d. The use of the FBPA Release Time Bank is subject to reasonable advance notice and approval by the Chief of Police or his/her designee. The City shall reasonably grant requested time based on operating needs.
- e. Employees terminating their employment with the City who are otherwise to receive compensation for benefits upon their termination as provided for within this Agreement may assign any portion of those benefits they would actually receive to the FBPA Release Time Bank. Such assignment will be deducted from the benefits the employee does receive. No assignments of benefits in excess of those the employee would actually receive may be made. For example, an employee who would qualify to receive thirty percent (30%) cash value for one hundred fifty (150) hours of accrued unused sick leave may assign up to forty-five (45) hours to the Release Time Bank upon separation, with such assignment being deducted from any cash payment made to the employee.

## ARTICLE 5—SALARY AND ADDITIONAL COMPENSATION

1. The salary provisions of Initiative Measure D, Ordinance 672, as adopted by the voters on November 4, 1986, are hereby incorporated into this agreement in their entirety. The salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.

~~2. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary, effective August 29, 2021. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2022. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2023.~~

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~~2. All employees covered by this MOU shall receive the following salary increases, effective the first full pay period after July 1, 2019:~~

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- ~~• Sergeant (all classifications) 0.7% of base salary~~
- ~~• Sworn Officers (all classifications) 0.3% of base salary~~
- ~~• Community Service Officers 0.3% of base salary~~
- ~~• Police Service Technicians 1.0% of base salary~~

~~All employees covered by this MOU shall receive a salary increase of 3% of their base salary on July 1, 2020, less any increase received as of January 1, 2020 resulting from the salary survey referenced in the prior paragraph. If an employee received an increase of more than 3% of base salary as of January 1, 2020 due to the salary survey, no additional salary increase will be received on July 1, 2020.~~

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~~3. After City Council approval of this MOU, all employees covered by this MOU shall split a lump sum amount of \$22,000 in one-time non-PERSable payments. Employees covered by this MOU shall receive a minimum gross payment of \$500 before taxes and deductions. Any employee who worked overtime between March 31, 2019 and May 25, 2019 shall be eligible to receive an additional proportional share of the remaining \$22,000 (after payment of the \$500 minimum) based on total number of overtime hours worked. The City reserves the right at its sole discretion, to distribute this one-time payment prior to July 1, 2019.~~

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~~3. Relief Shift: A relief shift is defined as any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. Employees who work relief shifts shall receive additional compensation of fifty one dollar cents (\$1.00 50¢) per hour for all hours worked when so assigned.~~

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~~4. This provision is intended to apply to mandatory shift changes that occur after the schedule is posted, including overtime shifts required by the Department. Before the schedule is posted, scheduling is within the sole discretion of management, who will take into consideration the needs of the department and requests of employees when constructing the schedule.~~

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This provision also does not apply to overtime shifts requested by the employee, or any other shifts worked outside of the employee's regularly assigned hours of duty if the shift adjustment is the result of a request by the employee. This provision also does not apply to additional shifts worked due to special events, court appearances, training, or other temporary or brief assignments that are considered to be part of the normal course of duties. Any disagreement regarding the application of a relief shift designation will be decided by the Chief or his appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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3. Swing Shift Differential Pay: Any employee who works the "Swing Shift" as determined during the shift selection process shall receive the additional compensation of one dollar (\$1.00) per hour for the entirety of the "Swing Shift" shift rotation. Any disagreement regarding the application of the Swing Shift shall be decided by the Chief or the Chief's appointed representative.

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In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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5.4. Field Training Officer Additional Assignment Pay: The Chief of Police may appoint such personnel as necessary for the positions of Field Training Officer (FTO), Range Master, Defensive Tactics Instructor or Taser Instructor to conduct the training of all ~~new~~ police officer employees as required by POST. An employee designated by the Chief of Police as an ~~FTO training instructor~~ shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. Additional Assignment Pay is not pensionable through CalPERS.

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6.5. Detective: An employee assigned as a Detective shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

7.6. Motor Officer: An employee designated by the Chief of Police as Motor Officer shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

It is recognized that an officer assigned as a Motor Officer, FTO or Detective under this article is not "vested" in the position, and serves in the position at the pleasure of the Chief of Police. The appointed employees may change from time to time depending upon the nature of training and/or supervision needed, and/or the needs of the Department.

8.7. Bilingual Pay. An employee who is designated by the Chief of Police (with the approval of the City Manager) to receive bilingual pay shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. The Chief of Police must determine that a demonstrated need exists for an officer to utilize his/her bilingual skills and to be eligible, an employee must have successfully demonstrated his/her proficiency in a second language.

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~~9-8.~~ Educational Incentive Award. The City shall grant a one-time payment of ~~\$750-2,250.00~~ to each full-time, non-probationary, employee covered under this agreement who has been awarded an Associate of Arts degree (or has completed 60 college semester units or equivalent quarterly units). Each full-time, non-probationary, employee covered under this agreement who has been awarded a Bachelor of Arts/Science (or has completed 120 college semester units or equivalent quarterly units) shall receive a one-time payment of ~~\$13,000.00.~~ Each full-time, non-probationary, employee covered under this agreement who has been awarded a Master's degree (or completed 45 semester units or equivalent quarterly units in a Master's program) shall receive a one-time payment of \$3,750.00. ~~Either degrees-Degrees~~ or units listed may be in any area of study. The one-time payment is paid upon award of the appropriate degree and documentation of such degree, which must be provided to the City within 30 days of earning the degree. Employees who have already received a one-time payment for earning a degree are not eligible for any payment for the same degree. Any eligible employee who is receiving a 2.5% educational incentive pay as of December 31, 2011, shall continue to receive such compensation in lieu of any one-time educational incentive award(s) while in an eligible classification.

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~~10-9.~~ K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and grooming of the dog as required, which includes: (1) feeding; (2) grooming; (3) training; (4) socializing; (5) maintaining kennel; (6) cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (\$12 dollars per hour) (hours currently compensated at \$18 dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the City's sole discretion, it is in the City's best interest.

~~11-10.~~ Temporary Assignments. If any employee is temporarily assigned to a lower paid position, the employee shall continue to receive the salary of the original position. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said employee shall receive additional compensation equal to five percent (5%) of his/her current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office

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shall be notified in writing by the Police Chief prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Status Change Report for approval by the Chief of Police and City Manager.

**Officer In Charge.** Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge. Such assignments are at the discretion of and must be made by the Police Chief or his or her designee, in writing prior to assignment. There is no requirement or expectation that a shift be staffed with an Officer in Charge or a supervisory level officer.

Employees assigned to an Officer in Charge status shall receive out of class compensation for every shift actually worked in which they have been designated in writing by the Police Chief or his or her designee as the "Officer In Charge." Officer in Charge assignment may be limited to one (1) shift and will be for no longer than four (4) weeks without reassignment confirmed in writing. The Police Chief has sole discretion to terminate the temporary Officer in Charge assignment prior to completion.

Out of class pay for such assignments shall be five percent (5%) above the employee's base hourly rate.

Out of class pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined by the department or by the determination of the Police Chief or designee that the person is qualified.

~~12. Longevity Pay. City agrees to make a one-time payment to employees covered under this MOU in recognition of long term service to the City as follows:~~

~~— \$750 at the beginning of the eleventh (11<sup>th</sup>) consecutive year of employment, and  
— \$1,500 at the beginning of the fifteenth (15<sup>th</sup>) consecutive year of employment.~~

~~11. Said payments shall be made during the regular pay period in which the anniversary date falls and shall be included in the regular paycheck. Effective August 29, 2021 the City Agrees that:~~

- ~~- After completion of five (5) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.~~
- ~~- After completion of ten (10) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.~~

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- After completion of fifteen (15) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) wage increase in base rate of pay.

Longevity Pay is capped at no more than three percent (3%) of base rate of pay. Longevity Pay is not pensionable through CalPERS.

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~~13-12.~~ Salary Upon Promotion. If an employee is promoted, and the salary on promotion guidelines as set forth in the City's Personnel Rules does not result in a minimum of 5% pay increase, the employee shall be promoted to the next higher step in the salary classification. In no event shall the promotion result in a salary higher than the top step of the classification to which the employee is being promoted.

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~~14-13.~~ Shift Differential Pay. Any employee on duty between the hours of 1900 – 0700 hours shall receive an additional compensation of \$2.00 (two dollars) per hour.

~~15-14.~~ Standby Pay. For night shifts, when only two patrol staff are scheduled for duty assigned to work that shift, and there is no Community Service Officer scheduled to work that shift, off-duty patrol officers and patrol sergeants shall be offered the opportunity to **voluntarily** sign up to be the primary call-out (standby) for any event requiring additional or replacement sworn patrol staff. Patrol staff shall sign up for entire shifts and will be compensated for those standby hours as follows:

For night shifts Monday-Thursday employees shall be compensated \$100.00 for the full shift. For night shifts Friday-Sunday employees shall be compensated \$125.00 for the full shift.

Officers who sign up for a standby shift shall be required to respond and be ready for duty in no more than one hour from the time the initial call-out is made. The time of call-out shall be determined based on the time the call was made to the standby employee's primary phone as listed in the Department's official "FBPD Call-out List." Employees who fail to respond within one hour will forfeit any standby pay for that shift.

Employees will be compensated for call-outs starting at the time of call-out so long as no more than thirty (30) minutes elapses before the employee is on active duty, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment.

Employees designated as the "Standby Officer" will be compensated at a rate of one and a half (1.5) times the amount of regular pay at the time of the call-out, and for a minimum of two (2.0) hours. The call-out pay incentive will not apply to an employee designated as the "Standby Officer."

Employees shall be compensated an entire shift's standby pay regardless of whether or not they actually participate in a call-out.

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Signing up for standby shifts shall be done based on seniority with officers being ineligible to sign up for two standby shifts in a single work week until all other staff have had the opportunity to select or decline to take shifts. Any discrepancies in sign up procedures shall be decided by the Chief of Police or his/her designee.

All call-outs from a standby list shall be approved by the Chief of Police or his/her designee via phone or in person prior to initiating a call-out. Standing exceptions to this section may be issued in writing by the Chief (i.e. Domestic Violence arrests, felony no-cite warrants, etc.).

Staff is encouraged to use discretion when proactively pursuing arrests which would mandate a standby call-out (i.e. residential probation searches without reasonable suspicion, attempted felony warrant services at a suspect's residence). Additionally, staff should continue to take reasonable precautions to prevent overtime costs related to call-outs.

Standby call-outs shall not be used to cover unexpected compensatory time off or vacation time without the express approval of the standby employee and the Chief of Police or his/her designee.

#### **ARTICLE 6—EDUCATION REIMBURSEMENT PROGRAM**

The City agrees to participate in an Education Reimbursement Program to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

1. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$750 per fiscal year. Only costs for required course materials (not including computers) for approved courses shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case-by-case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.
3. Reimbursement shall only be available to employees who have received prior approval from the City Manager, prior to beginning of class(es) and if funds are available within the Departmental budget.

#### **ARTICLE 7—HEALTH, DENTAL AND VISION INSURANCE**

1. For purposes of this Article, the following definitions shall apply:
  - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of determining coverage under the City Health



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Plan(s). The insurance provider shall determine if a legally separated spouse is eligible for coverage under the City Health Plan(s).

- b. Domestic Partner – A domestic partner as defined under California Family Code section 297.

2. Health, Dental and Vision Insurance

- a. City shall provide health, dental and vision insurance plans for employees and shall make such plans available for any dependents. The City's insurance provider shall determine if a legally separated spouse is eligible for coverage under the City's group health, dental and vision plans.
- b. Effective January 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums for the vision plan.
- c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- d. Employees may elect to opt out of the City's health plan, in which case the employee will receive a contribution of \$200 per pay period towards optional insurance premiums. The \$200 contribution will be paid to the employee as taxable income. Should an employee's spouse or domestic partner also work for the City, only one employee of the marriage/partnership shall receive health benefits as defined above.

3. Health & Dental Insurance Upon Retirement

- a. **For employees hired on or after January 1, 2012:** Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- b. **For employees hired on or after July 1, 2007:** The City agrees that employees/retirees only, with a minimum of ten (10) years of full-time employment with the City, may remain on the City's health and dental insurance plans until retiree reaches Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree-only coverage which shall be paid to the City in a timely manner. Failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s). This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.

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- c. **For employees hired between July 1, 2004 and June 30, 2007:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS. Said retiree shall be terminated from the group health plan when the retiree reaches Medicare eligibility age. For those retirees, the City will provide a City-paid supplemental prescription plan when they switch to Medicare and it becomes their primary coverage.
- d. **For employees hired between January 1, 1992 and June 30, 2004:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- e. **For employees hired prior to January 1, 1992:** The City agrees to pay, for employee/retiree, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving PERS benefits upon retirement from the City of Fort Bragg, and who maintain retiree status with CalPERS.
- 1) The City will make available health and dental insurance in the City-approved plan(s) for retiree's spouse (if employee is married at time of retirement) or domestic partner (if employee has said domestic partner at time of retirement) of any employee who was hired prior to January 1, 1992, has a minimum of ten (10) years employment with the City, and whose last day of employment preceding retirement was with the City of Fort Bragg and who immediately begins receiving regular (i.e. based on time of service) PERS benefits under the 2% at 55 Plan (Government Code Section 21251.13) for non-sworn employees or the 2% at 50 Plan (Government Code Section 21250.01) for sworn employees, upon retirement from the City of Fort Bragg. Employees must be at least sixty (60) years of age at retirement provided however, an employee may retire earlier if permitted under one of the above PERS Plans in which case the retiree and/or spouse/domestic partner will be responsible for the costs of spousal/domestic partner insurance until retiree reaches the age of sixty (60).

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- 2) Paid health insurance for a retiree's spouse/domestic partner will be provided in the City-approved plan(s) based on the City paying ten (10) percent of the cost of spousal/domestic partner coverage after ten (10) years of employment with the City and an additional ten (10) percent for each full year of employment thereafter. Any costs not paid by the City based on this formula must be paid by the retiree and/or spouse/domestic partner.
  - 3) Dental insurance for the retiree's spouse/domestic partner will be made available in City-approved plan(s), but any cost of such spousal/domestic partner coverage must be paid for by the retiree and/or spouse/domestic partner, unless it is included in the retiree's plan and results in no additional cost to the City.
4. The City will provide no vision care plan or coverage for retirees or their spouses/domestic partners.
  5. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).

#### **ARTICLE 8—LIFE AND DISABILITY INSURANCE**

1. City agrees to provide the policy and pay premiums for life insurance for employees in the amount of \$50,000.
2. Non-sworn employees covered under this Agreement may participate in the group long term disability insurance program as offered by the City. For details of the program see the certificate of insurance on file in the City Human Resource Office. The City shall pay half the cost of the program with the balance to be paid (withheld) through payroll deductions.
3. The City agrees to provide and maintain an optional group long term disability insurance coverage, in lieu of State Disability Insurance, for sworn employees. The plan shall be the PORAC Group Long Term Disability Program, and shall contain the following benefits:
  - a. 66 2/3% of your pre-disability earning, reduced by deductible income.
  - b. Benefit waiting period of sixty days, with a reduced benefit available after thirty days of 33 1/3%.
  - c. Maximum Benefit Period to age 65 years, injury, illness and pregnancy.
4. The City agrees to pay half of the monthly premium costs of the PORAC Long Term Disability Insurance for each participating employee, with the remaining premium costs to be paid by the participating employee via payroll deductions. The cap on the City's portion of premium costs for the period of this MOU shall be \$10.75 per month for each participating employee.

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## **ARTICLE 9—UNIFORMS AND EQUIPMENT**

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
  - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice monthly in equal installments on the first two pay periods of each month. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
  - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice monthly in equal installments on the first two pay periods of each month.
  - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice monthly in equal installments on the first two pay periods of each month. This increase will be effective the beginning of the first pay period following adoption of a new MOU by the City Council.
  - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
  - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.
3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City. Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.
4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or

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property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.

5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
- a. The loan total shall not exceed Three Thousand Dollars (\$3000).
  - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
  - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
  - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.
  - e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
  - f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
  - g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

#### **ARTICLE 10—WORK SCHEDULES**

1. A work period for sworn employees covered under this Agreement shall consist of an eighty (80) hour duty shift assignment during a fourteen (14) day work period.
2. The work period shall be from 0001 hours Sunday to 2400 hours Saturday of each calendar week. The pay period shall consist of two consecutive seven-day work periods.
3. The actual duty shift assignments shall be one of the following plans:

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- a. 5-8 Plan: Five eight-hour work days followed by two consecutive days off during each seven-day work period.
  - b. 9 Plan: Four nine-hour work days and one eight-hour work day with two consecutive days off during first work period, followed by four nine-hour work days with three consecutive days off during second work period. This could be interchangeable with days off; however, the total pay period would only amount to eighty (80) hours during each fourteen-day pay period.
  - c. 4-10 Plan: Four ten-hour work days followed by three consecutive days off during each seven-day work period.
  - d. 12 Plan: Alternating three- and four-day work weeks, with four and three consecutive days off respectively, not to exceed 80 hours per fourteen-day pay period.
4. Exceptions to Section 1 shall include the following:
    - a. The first (Sunday) of a new shift rotation period shall constitute a new work period, thus allowing the employee to work in excess of stated consecutive days as stated in Section 1.
    - b. When in conjunction with assigned training days, days off may be changed and/or split to allow the employee to attend a training session uninterrupted.
  5. Employees in the position of Community Services Officer (CSO) are provided up to fifteen (15) minutes at the start of their shift to put on required OSHA approved gear and fifteen (15) minutes at the end of the shift to remove the same gear.
  6. Scheduling is and shall remain a management prerogative. Nothing in the provisions of this or other Articles shall be construed so as to contravene that fact. The parties agree that the Chief of Police, with the City Manager's approval, has the discretion to determine work schedules.
  7. Daily hours of work (or shifts) for employees of the Fort Bragg Police Department shall be assigned by the Chief of Police, as required in accordance with other provisions of this Agreement.
  8. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the Chief of Police, and such absences shall be noted on the employee's time sheet.
  9. Rest and meal periods: All sworn employees are on call during the lunch and rest periods for emergency traffic.

#### **ARTICLE 11—OVERTIME**

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1. For non-sworn employees covered by this Agreement, hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be calculated to the nearest half hour worked and shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay.
  2. For sworn employees covered by this Agreement, the City shall pay an amount equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of their daily assigned work schedule, and/or all hours worked in excess of eighty (80) hours during the fourteen (14) day pay period. Any change of assignment or work days in violation of any applicable section of Article 10 of this Agreement, as revised, shall be compensated at overtime rate.
  3. Overtime definition: Overtime is defined as a City-required act or time expenditure by an employee in excess of the employee's regularly scheduled work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualifications, classes or courses, court appearance, travel and special assignments.
  4. A sworn employee who must travel for City business for any reason shall be scheduled to travel on his/her normal work day and/or shift, whenever possible, and such travel on his/her normal work day and/or shift shall not constitute overtime (i.e., time and one-half rate) except if such travel time causes the employee to exceed eighty (80) hours in a normal fourteen (14) day work period. Entitlement to overtime compensation shall be in accordance with the Fair Labor Standards Act.
  5. Overtime Work Approval: It is the policy of the City that overtime is to be discouraged, therefore overtime shall be approved in advance, when practicable. In case of emergency, however, or whenever public interest or necessity requires, the Chief of Police, or his/her designee, may require and authorize any employee to perform overtime work.
  6. Employees shall not receive overtime compensation while traveling to and from non-mandatory training as such travel time is not "hours worked."
  7. The work period, including hours of work, shall be established for each employee in writing. Employees shall not report to work more than fifteen (15) minutes prior to their established shift and shall not remain at their work station after the end of their established shift unless prior authorization is received from the Chief of Police or his/her designee. Employees who voluntarily report to work early, stay late, or "visit" at the Police Station during scheduled off-duty hours shall not receive overtime compensation for such hours, as such hours are not "hours worked."
  8. Callback Pay: Callback is when an employee is called back to work during scheduled off-duty hours. Call-outs shall be authorized at the sole discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee is requested to immediately report for at least two (2) hours of duty during a scheduled day off. Compensation for call-out will be two (2.0) times the hourly rate. An Officer or Sergeant who is the designated standby officer, will not be eligible for call-out pay at (2.0) times

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hourly rate. Employees will be compensated for call-outs starting at the time they are called for duty, so long as the employee is on active duty in no more than thirty (30) minutes after receiving the call-out, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment..

9. Call In Pay: Call In is when an employee is called in early to work, contiguous to his/her shift, and shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous start of the normal shift.
10. Court Pay:
  - a. Employees who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment on off-duty time, shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay with a minimum compensation of two (2) hours.
  - b. Employees shall continue to receive the minimum compensation in instances wherein the employee is given less than 24-hour notice of cancellation of a scheduled court appearance, except:
    - 1) There shall be no compensation pay or guarantee in the event that such testimony is canceled, and the employee works any shift between the time of cancellation and the scheduled court appearance.
    - 2) There shall be no compensation pay or guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift.
    - 3) There shall be no compensation or pay in the event an employee failed to call the Police Department Police Services Technician who handles court subpoenas twenty-four (24) hours prior to the scheduled court appearance.
  - c. The City shall reimburse all expenses incurred by an employee for court appearances outside the city limits of Fort Bragg.
11. Hold-Over Pay: Hold-over shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous end of the normal shift.

#### **ARTICLE 12—JURY DUTY**

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to a leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. Proof of jury service shall be provided to the Human Resource Department for each pay period when jury duty pay is requested. The employee may retain such payment as may be allowed for travel, lodging, and meal expenses. The employee shall not be required to submit to the City compensation received from the Court for jury duty in order to receive full pay and expenses referenced above.

#### **ARTICLE 13—FAMILY AND SICK LEAVE**



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1. Accrual: Sick leave will accrue at a rate of eight (8) hours per month beginning at commencement of employment and may be accrued with no maximum limit. A lateral new-hire shall be credited with 24 hours of sick leave as of date of hire.
  2. Personal Use: Sick leave may be used as it is accrued, subject to approval by the Chief of Police during the first ninety days of employment.
  3. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse/domestic partner), grandparent or grandchild. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
  4. Documentation: Employee Absence forms must be filed in all cases and a physician's certification may be required at the discretion of the Chief of Police or City Manager for absences of three (3) consecutive days or more.
  5. Compensation on Separation: Upon separation after two or more years of service an employee shall be paid for thirty (30) percent of unused, accrued sick leave up to a maximum accrual of one thousand (1,000) hours, provided such compensation is not applicable if an employee is discharged for cause. (This provision is not applicable where sick leave is otherwise converted for other credit.)
  6. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted. Employees who have accrued sick leave in excess of one thousand (1,000) hours may convert, one time annually, up to twenty-five (25) percent of the hours in excess of one thousand (1,000) to vacation time without loss of remaining sick leave balance, provided, in both instances, that such conversion is not applicable if an employee is discharged for cause. Conversions may be made once each year in the month of December.
  7. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency subject to review and approval by the Chief of Police and/or the City Manager on a case-by-case basis and in compliance with the Personnel Rules and Regulations.
  8. Family and Medical Leave: As provided for in the Federal Family and Medical Leave Act of 1993, as amended, the California Family Rights Act and the Personnel Rules and Regulations.

#### **ARTICLE 14—INDUSTRIAL INJURY LEAVE**

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

#### **ARTICLE 15—BEREAVEMENT LEAVE**

The City shall grant a leave of absence with pay for up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate

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family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of long distance travel requirements, the Chief of Police may approve a total of five (5) total working days leave.

**ARTICLE 16—OTHER TYPES OF LEAVE**

1. Leave of Absence without Pay: Leave of absence without pay shall be as provided in Personnel Rules and Regulations.
2. Military Leave: Military Leave shall be as provided in Personnel Rules and Regulations.
3. Special Administrative Leave: Special Administrative Leave may be granted to personnel of the Fort Bragg Police Department upon the recommendation of the Chief of Police and approval of the City Manager in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefit.

A psychological counseling program for personnel involved in events as described above has been approved and made available through the City's Employee Assistance Program.

**ARTICLE 17—VACATION**

1. Accrual: All full time probationary and regular employees shall accrue vacation as follows:

88 hours annually for	1 to 3 years of service (i.e. 0-36 months)
120 hours annually for	4 to 9 years of service (i.e. 37-120 months)
160 hours annually for	10 years of service and longer (i.e. more than 120 months).
2. Accumulation: Vacation time can be accrued to a maximum of 240 hours except that an employee with ten (10) years or more (i.e. more than 120 months) of City service may accumulate up to a maximum of 320 hours.
3. In addition to the above, a fifth (5<sup>th</sup>) week of vacation shall be accrued by each represented employee at the start of their 16<sup>th</sup> year of employment (i.e. at the 181<sup>st</sup> month). For non-sworn employees, this provision is effective beginning of the first pay period following adoption of the MOU by the City Council.
4. Vacation purpose: In order to work efficiently and be satisfied in his/her position with the City, it is essential that employees take reasonable vacation time in order to remain mentally refreshed and alert in the performance of their duties.

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5. Use of vacation: Vacation leave may be taken as it accrues. The date of vacation may be selected by the employee on a seniority basis within each classification, but shall be approved by the Chief of Police, who shall consider the wishes of the employee and the needs of the Department.
  6. Other Provisions: See Personnel Rules and Regulations.

#### **ARTICLE 18—COMPENSATORY TIME OFF**

1. Employees may choose to accumulate overtime earned in a Compensatory Time Off bank. Compensatory Time Off may be accumulated to a maximum of one hundred ~~108~~ eight-twenty (20) hours.
2. Each December 31, the City ~~may, at its option, shall~~ pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

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#### **ARTICLE 19—RETIREMENT PLAN**

1. The City offers the following Public Employees' Retirement System (PERS) plans:
  - a. Local Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 55" Plan.
  - b. Local Non-Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 62" Plan.
  - c. Local Classic Safety Employees' Plan defined as the "Local Safety 2% at 50" Plan.
  - d. Local Non-Classic Safety Employees' Plan defined as the "Local Safety 2.7% at 57" Plan.

The Classic Safety Plan is modified to include Social Security benefits to be integrated with PERS benefits. Effective October 15, 1985, the Classic Miscellaneous Retirement Plan was converted to Full PERS Benefits plus Social Security.

2. Effective, January 1, 2013, sworn and non-sworn employees shall pay their full member share of the CalPERS contributions, as follows:
  - a. For Miscellaneous Non-Classic Employees: Fifty (50) percent of the normal cost.
  - b. For Safety Non-Classic Employees: Fifty (50) percent of the normal cost.
  - c. For Miscellaneous Classic Employees: 7% of reportable compensation.
  - d. For Safety Classic Employees: 9% of reportable compensation.

Effective July 1, 2018, in addition to paying the 7.0% or 9.0% member contribution, classic employees covered by this Section shall pay, through payroll deduction, an additional

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1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% (miscellaneous) or 10.0% (safety) of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.

**ARTICLE 20—PROBATIONARY PERIOD**

1. The initial probationary period for all employees of the Fort Bragg Police Department, regardless of classification, shall be eighteen (18) months from the date of employment.
2. The probationary period for all reinstated employees shall be as defined in Section 9 of the Personnel Rules and Regulations.
3. The probationary period for all employees reclassified shall be as defined in Section 3 of the Personnel Rules and Regulations.
4. The probationary period for all employees promoted to a higher classification shall be as defined in Section 5.2.2 of the Personnel Rules and Regulations.
5. The probationary period for sworn lateral new-hires shall be twelve (12) months. Merit increase schedule is not affected by this provision.

**ARTICLE 21—TRAVEL REIMBURSEMENT**

Employees shall be reimbursed for expenses incurred while on assignment outside the Mendocino County area as delineated in this section. All travel expenses shall be authorized in advance by the Police Chief.

1. Lodging: Lodging shall be reimbursed at actual cost substantiated by a receipt. Reimbursement for lodging and/or meal costs shall be limited to the following:
  - a. Lodging costs shall include local taxes, but exclude tips, porter's fees, telephone, room service, movies, valet, etc.
  - b. Receipts are required for all lodging costs.
  - c. Vouchers received without lodging receipts shall be returned to the traveler. In the event a lodging receipt is lost, it is the employee's responsibility to obtain a duplicate.
2. No receipts, other than lodging, shall be required unless specifically required by POST.
3. Meals: Meals shall be reimbursed at the following per diem rates and subject to the conditions in Section 4:

Breakfast: \$10.00  
Lunch: \$15.00  
Dinner: \$25.00

Employees shall be eligible to claim breakfast subsistence pay if they are in travel status as of 6:00 a.m. Employees shall be eligible to claim lunch subsistence pay if they are in

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travel status between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be eligible to claim dinner subsistence pay if they are in travel status as of 6:00 p.m.

4. Meals Provided During Travel:

0 to 3 Hours.....	None
3 to 6 Hours.....	One
6 to 10 Hours.....	Two
10+ Hours.....	Three

For each meal claimed under this Section, the employee shall be reimbursed the amount currently paid at the rate listed above related to the pertinent time of day. All travel requests will include function description.

5. Private Vehicle: The City shall reimburse employees of this unit for use of their private vehicles on City business at the rate allowed by the Internal Revenue Service. Prior to the use of their private vehicle, employees must provide the City with a Certificate of Insurance on the form provided by the City which evidences that the employee has Comprehensive Automobile Liability Insurance or Business Automobile Liability Insurance in an amount equal to or greater than the current requirements established by REMIF.
6. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, the employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
7. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
8. Telephone: Long distance telephone calls charged must specify the number and name of agency called.
9. Tickets: Copy of tickets used for travel must always be furnished with claim.

**ARTICLE 22—EMPLOYEE PERSONNEL FILE**

1. In the event that a written reprimand is placed in an employee's personnel file, the reprimand shall be purged from the file thirty-six (36) months after the date of the reprimand.
2. In the event that an employee is suspended or compensation is reduced for four days or less, and a notice of such discipline is placed in the employee's personnel file, the notice and all accompanying and related documents shall be purged from the file sixty (60) months from the ending date of the suspension. However, suspensions of more than four (4) days, reduction in rank or other discipline with the financial equivalent thereof, shall not be purged.

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3. Written commendable incident memoranda and letters of commendation from the public placed in an employee's personnel file shall not be purged.
  4. Any comment adverse to an employee's interest that is placed into his/her personnel file, or any other file used for personnel purposes, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

#### **ARTICLE 23—GRIEVANCE PROCEDURE**

1. A grievance may be filed by the FBPA on its own behalf, by the FBPA on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of the Memorandum of Understanding, and/or any violation of any General Order, Management Memorandum, or any other Departmental Rule, Regulation, or Policy.
2. The grievance procedure shall be pursuant to Personnel Rules and Regulations.

#### **ARTICLE 24—DISCIPLINE**

1. Basis for Discipline: The tenure of every employee holding a regular, non-probationary appointment in the classified service shall be conditioned upon good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended or reduced in rank or compensation for good cause, pursuant to the Personnel Rules and Regulations.
2. Employee discipline shall be administered pursuant to the Personnel Rules and Regulations.
3. Investigative Procedures: Any investigation of a complaint of misconduct, or for any other reason, against any employee represented by the FBPA, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

#### **ARTICLE 25—HOLIDAYS**

1. The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate which shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.

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4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:

- a. New Year's Day
- b. Martin Luther King Jr. Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. ~~Columbus-Indigenous People's~~ Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Day After Thanksgiving
- k. Day before Christmas
- l. Christmas
- m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

**ARTICLE 26—PAYROLL DEDUCTIONS**

The City will make available a payroll deduction system for employee contributions to financial institutions of employee's choice and for payment of FBPA dues.

**ARTICLE 27—DEFERRED COMPENSATION PLANS**

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council.

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**ARTICLE 28—SIGNATURE CLAUSE**

FOR THE CITY OF FORT BRAGG:

FOR THE FORT BRAGG POLICE  
ASSOCIATION, INC.:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
TABATHA MILLER  
CITY MANAGER

\_\_\_\_\_  
ANTHONY MELENDEZCHRIS AWAD  
PRESIDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
KEITH F. COLLINS  
CITY ATTORNEY

\_\_\_\_\_  
OSCAR LOPEZ  
VICE-PRESIDENT

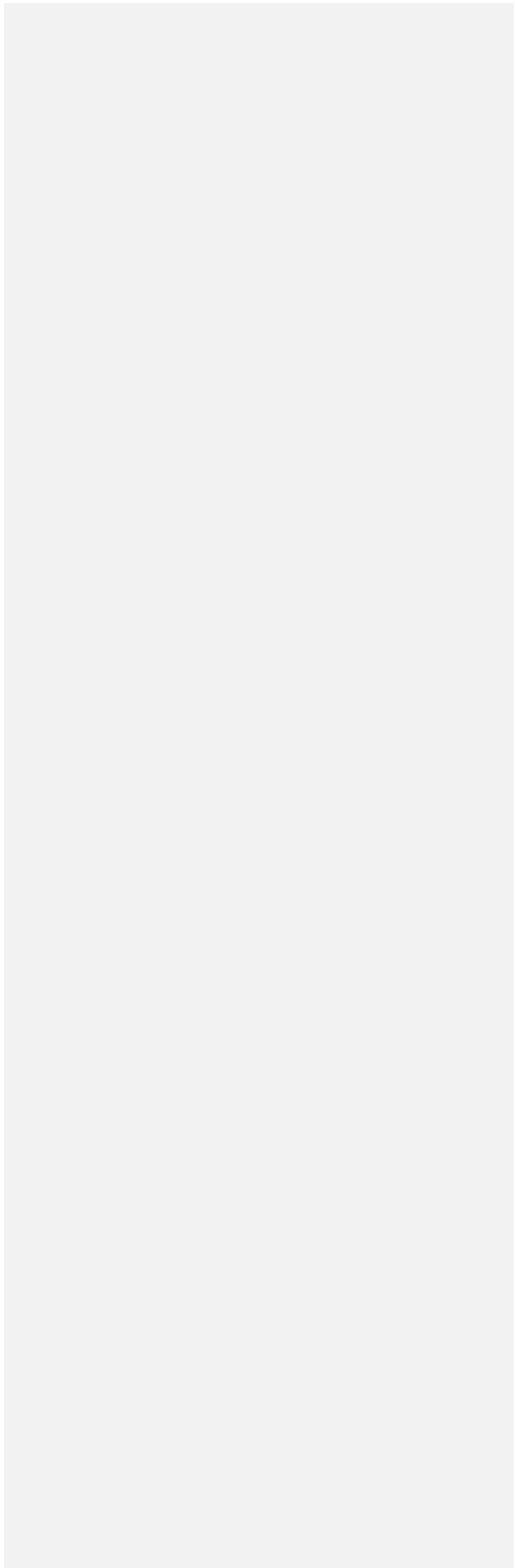
ATTEST:

\_\_\_\_\_  
JUNE LEMOS, CMC  
CITY CLERK

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APPENDIX A—COMPENSATION PLAN



## CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07-04-2021. Resolution 4407-2021.  
Cost of Living Adjustments FY 2021-22

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Community Services Officer (FBPA)</b>								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1,664.00	1,747.20	1,834.40	1,926.40	2,022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				38.63	40.56	42.59	44.72	46.96
Bi-Weekly				3,090.40	3,244.80	3,407.20	3,577.60	3,756.80
Monthly				6,695.87	7,030.40	7,382.27	7,751.47	8,139.73
Annual				80,350.40	84,364.80	88,587.20	93,017.60	97,676.80
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				40.84	42.88	45.02	47.27	49.63
Bi-Weekly				3,267.20	3,430.40	3,601.60	3,781.60	3,970.40
Monthly				7,078.93	7,432.53	7,803.47	8,193.47	8,602.53
Annual				84,947.20	89,190.40	93,641.60	98,321.60	103,230.40
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				30.34	31.86	33.45	35.12	36.88
Bi-Weekly				2,427.20	2,548.80	2,676.00	2,809.60	2,950.40
Monthly				5,258.93	5,522.40	5,798.00	6,087.47	6,392.53
Annual				63,107.20	66,268.80	69,576.00	73,049.60	76,710.40
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				31.86	33.45	35.12	36.88	38.72
Bi-Weekly				2,548.80	2,676.00	2,809.60	2,950.40	3,097.60
Monthly				5,522.40	5,798.00	6,087.47	6,392.53	6,711.47
Annual				66,268.80	69,576.00	73,049.60	76,710.40	80,537.60
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.60	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,792.80	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,513.60	72,987.20	76,627.20	80,454.40	84,468.80
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				24.56				

<b>CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN</b>						
Reso XXXX-2019 Fort Bragg Police Association Cost of Living Adjustments Effective July 7, 2019						
		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Community Services Officer (FBPA)</b>						
Hourly		19.91	20.90	21.95	23.04	24.20
Bi-Weekly		1,592.80	1,672.00	1,756.00	1,843.20	1,936.00
Monthly		3,451.07	3,622.67	3,804.67	3,993.60	4,194.67
Annual		41,412.80	43,472.00	45,656.00	47,923.20	50,336.00
<b>Police Sergeant Basic POST (FBPA)</b>						
Hourly		33.21	34.87	36.61	38.44	40.37
Bi-Weekly		2,656.80	2,789.60	2,928.80	3,075.20	3,229.60
Monthly		5,756.40	6,044.13	6,345.73	6,662.93	6,997.47
Annual		69,076.80	72,529.60	76,148.80	79,955.20	83,969.60
<b>Police Sergeant Intermediate POST (FBPA)</b>						
Hourly		35.03	36.78	38.62	40.55	42.58
Bi-Weekly		2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly		6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual		72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
<b>Police Sergeant Advance POST (FBPA)</b>						
Hourly		37.02	38.87	40.81	42.85	45.00
Bi-Weekly		2,961.60	3,109.60	3,264.80	3,428.00	3,600.00
Monthly		6,416.80	6,737.47	7,073.73	7,427.33	7,800.00
Annual		77,001.60	80,849.60	84,884.80	89,128.00	93,600.00
<b>Police Officer Basic POST (FBPA)</b>						
Hourly		27.41	28.78	30.22	31.73	33.32
Bi-Weekly		2,192.80	2,302.40	2,417.60	2,538.40	2,665.60
Monthly		4,751.07	4,988.53	5,238.13	5,499.87	5,775.47
Annual		57,012.80	59,862.40	62,857.60	65,998.40	69,305.60
<b>Police Officer Intermediate POST (FBPA)</b>						
Hourly		28.79	30.23	31.74	33.33	34.99
Bi-Weekly		2,303.20	2,418.40	2,539.20	2,666.40	2,799.20
Monthly		4,990.27	5,239.87	5,501.60	5,777.20	6,064.93
Annual		59,883.20	62,878.40	66,019.20	69,326.40	72,779.20
<b>Police Officer Advance POST (FBPA)</b>						
Hourly		30.20	31.71	33.30	34.96	36.71
Bi-Weekly		2,416.00	2,536.80	2,664.00	2,796.80	2,936.80
Monthly		5,234.67	5,496.40	5,772.00	6,059.73	6,363.07
Annual		62,816.00	65,956.80	69,264.00	72,716.80	76,356.80
<b>Police Recruit (1040 hours; FBPA)</b>						
Hourly		21.64				
Bi-Weekly		1,731.20				
Monthly		3,750.93				
Annual		22,505.60				
<b>Police Services Technician (FBPA)</b>						
Hourly		19.81	20.80	21.84	22.93	24.08
Bi-Weekly		1,584.80	1,664.00	1,747.20	1,834.40	1,926.40
Monthly		3,433.73	3,605.33	3,785.60	3,974.53	4,173.87
Annual		41,204.80	43,264.00	45,427.20	47,694.40	50,086.40

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APPENDIX B—INITIATIVE MEASURE D, ORDINANCE 672

Section 1: Purpose.

The public health, safety, and welfare of the residents of said City of Fort Bragg demand competent, qualified, trained, and experienced police officers and employees of its Police Department. This goal can only be reached and maintained in the future by maintaining compensation, salaries, and benefits competitive with other law enforcement agencies within the County of Mendocino of the State of California.

Section 2: Salary.

Beginning the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter, the City Council of said City of Fort Bragg shall determine the then existing monthly salaries of each classification of like or comparable grades or ranks (including experience, education, and training) of the Police Department of the City of Willits and the City of Ukiah of said County of Mendocino, State of California, and of the Sheriff's Department of said County of Mendocino, State of California. The average of the salaries for each of the comparable grades or ranks (including experience, education, and training) of the members of the Police Department of the said City of Willits, the Police Department of the said City of Ukiah, and the Sheriff's Department of the said County of Mendocino shall be the minimum salaries payable by the said City of Fort Bragg to the members and employees of its Police Department of the same or comparable grades or ranks (including experience, education and training) as so adjusted on the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter.

Section 3: Benefits and Additional Compensation.

Except as provided in immediately preceding Section 2 hereof, all other benefits and additional compensation provided or payable by said, City of Fort Bragg to or for the members and employees of its Police Department shall be no less than those set forth in Resolution No. 1296-85 ("A Resolution Of The City Council Of The City Of Fort Bragg Adopting The Compensation Plan For Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg January 14, 1985.

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APPENDIX C—LOST, STOLEN OR DAMAGED PERSONAL PROPERTY

I. PURPOSE

The purpose of this Appendix is to further define the policy and procedure for the reimbursement of costs for lost, stolen or damaged personal property (i.e.: watches, glasses, rings, etc.) as set forth in Section 700.3 of the Fort Bragg Police Department Policy Manual, as revised.

The personal property which will be reimbursed will include:

Cap	Chemical Agent
Cap piece	Hand Gun
Pants	Baton
Necktie	Flashlight
Jacket(s)	Whistle
Belts	Watch
Smooth toe shoes	Glasses (sun or prescription)
Boots	Duty Rifle
Rings	Duty Bag
Rain Gear	
Departmental Badge	
Duty Belt	
Ammunition Cases	
Handcuff Cases	
Handcuffs	
Holster	
Baton Ring	
Shirt	

II. OBJECTIVE

It will be the policy of the City to reimburse at actual cost, any articles of personal property that are lost, stolen or damaged when it occurs in the line of duty.

III. ORGANIZATIONS AFFECTED

Police Department

IV. PROCEDURES

1. For reimbursement of lost, stolen or damaged personal property, a form shall be completed stating the day, time and circumstances that the incident occurred.
2. Attached to the form shall be a receipt (for the replacement item or the original purchase receipt) supporting the request for reimbursement.
3. The form shall be signed by the person filing for reimbursement, the supervisor on duty at the time the incident occurred and the City Manager.