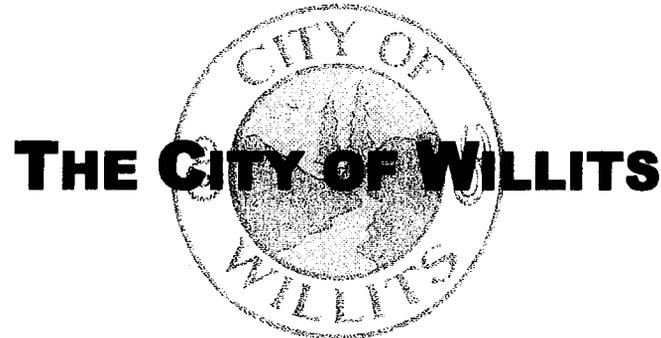


MEMORANDUM OF UNDERSTANDING

BETWEEN



AND



JULY 1, 2012 – JUNE 30, 2014

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF WILLITS AND
THE WILLITS POLICE OFFICERS' ASSOCIATION**

JULY 1, 2012 THROUGH JUNE 30, 2014

ARTICLE 1. PARTIES TO THE AGREEMENT

This Memorandum of Understanding (MOU) has been executed by a representative of the City Council of the City of Willits, hereinafter referred to as the CITY, and by representatives of the Willits Police Officers' Association, hereinafter referred to as the ASSOCIATION.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. The City's principal authorized agent shall be the City Manager or his duly authorized representative. All notices required by this MOU shall be sent to the City at the following address:

City Manager, City of Willits
111 East Commercial Street
Willits, CA 95490

- B. The Association's principal authorized agent shall be the President of the Willits Police Officers Association or a duly authorized representative of the Association. All notices required by this MOU shall be sent to the Association at the following address:

Willits Police Officers Association
125 E. Commercial Street, Suite 150
Willits, CA 95490

ARTICLE 3. RECOGNITION

The Association is hereby acknowledged as the exclusive formal recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq of the Government Code of the State of California and the City of Willits Resolution No. 1974-17 governing employer-employee relations and any amendments thereto. Specifically, such recognition extends to those probationary and regular employees classified as police sergeant, police officer, police recruit, chief dispatcher, dispatcher, part-time dispatcher, community services officer, and (hereinafter "employees").

ARTICLE 4. ASSOCIATION RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights.

ARTICLE 5. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority to govern and control the employer/employee relationships not expressly delegated to the Association in this MOU. Without limiting the generality of this foregoing, the rights, powers and authorities retained solely and exclusively by City and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, buildings, facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part, to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action may be necessary to prepare for and operate in an emergency. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 6. MEET AND CONFER IN GOOD FAITH – SCOPE

- A. The City, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations with majority representation rights regarding matters within the scope of representation including wages, hours, and other terms and conditions of employment within the appropriate unit.
- B. The City shall not be required to meet and confer in good faith on any subject preempted by Federal or State law.

ARTICLE 7. USE OF CITY FACILITIES

A. Use of City Facilities for Meetings

The Association may, with the prior approval of the City Manager, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing.

The use of City equipment located within or without City facilities is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

B. Use of Bulletin Boards

The Association may use portions of City bulletin boards under the following conditions:

1. All materials must receive the approval of the City Manager or his designated representative prior to being posted on any City bulletin board.
2. All materials must be dated and must identify the organization that published them.
3. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted may be removed 31 days after the posting date. Materials which the City Manager considers

objectionable will not be posted, provided, however, the City Manager shall first discuss this denial with the Association's authorized representative.

4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organization materials.
5. If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE 8. WORK SCHEDULE

A. General

Every employee shall perform such services as may be directed by the Department Head, his designee, or the City Manager even though the work may be of a different nature or in a different department from that in which the employee is normally engaged. However, to the extent practicable, all such assignments shall conform to those assignments identified in unit member job descriptions.

B. Work Week/Period

A 12-hour shift plan is defined as a 12-hour work shift equivalent to an alternating 36-hour/48-hour over an 80-hour work period. A 10-hour shift plan is defined as a 10-hour work shift equivalent to a 4-day/40-hour work week. An 8-hour shift plan is defined as an 8-hour work shift equivalent to a 5-day/40-hour work week.

The work period for full-time employees covered by this MOU and who are assigned the 12-hour shift plan shall be 80 hours within a 14-day period.

C. Work Shift

For all full-time positions, the standard work shift shall be 12 hours. The City shall consult with representatives of the Association prior to implementing any modification to the 12-hour standard work shift.

Should there be circumstances that demand action to modify or suspend the twelve (12) hour shift plan, such modification or suspension would be made under meet and confer guidelines between the City Manager, Chief of Police and the Association. It is the understanding of the parties that any modification or suspension of the twelve (12) hour shift plan would be intended to be temporary and that the plan would be restored as soon as the circumstance causing the modification or suspension had been eliminated. In the event of such modification or suspension, all attempts shall be taken to cause the transition to take place at the start of a pay period. During the transition, MOU Article IX, Section M, Section N.1.a and Section N.2.c shall remain in effect. Employees shall be given adequate notice of any schedule changes in accordance with MOU Article VIII Section E requiring 7 days notice of any schedule change.

D. Work Day Breaks

A normal 12-hour work day for all employees covered by this MOU shall include two 15 minute breaks and two one-half hour meal breaks as the work load permits and subject to calls for service.

E. Shift Schedule and Work Schedule Changes

The City and the Association recognize that the City's Police Department provides services 24 hours per day, seven days per week, and generally operates a two shift rotating schedule (days, , and grave). Employees will be given adequate advance notice of any shift schedule or work schedule changes except when a sudden, unexpected occurrence demands immediate action as determined by the Chief of Police or his designee. Notice will not be given less than seven calendar days prior to the change in an employee's shift schedule or work schedule. If seven calendar days notice is given, there will be no additional compensation for either loss of adequate number of hours during the pay period or for the regularly scheduled 80 hours regardless of how many consecutive work days worked. If seven calendar days is not given, only the first day of the new shift schedule will be paid at overtime rates (except in the event of a sudden, unexpected occurrence demanding immediate action). However, such seven (7) day requirement shall not apply in circumstances where, a) an employee requests a work schedule or shift schedule change upon less than seven (7) days notice and such change is approved by the Department Head, or b) an employee is assigned in the departmental Field Training Program.

F. Other Provisions

Provisions of the City Personnel Rules, which have not been altered by this Memorandum of Understanding, shall govern the remaining facets of hours, overtime and other personnel administration matters.

ARTICLE 9. COMPENSATION

A. General

1. The City Manager shall be responsible for the preparation of a Compensation Plan following City Council approval of any adjustments in wages, fringe benefits and other matters related thereto. The Compensation Plan shall prescribe the pay range for each classification, allocate classes thereto and provide for special compensation provisions. The Compensation Plan shall utilize a standardized salary schedule containing five steps within each schedule. Employees must be compensated at an established step within the standardized schedule.
2. The parties hereby agree to a two percent (2%) increase in salary for unit members due the beginning of the first payroll following July 1, 2012, and such increase shall be reflected in the City's standardized salary schedule for all schedules, levels, and steps contained therein.
3. The current arrangement for the payment of health insurance premiums will be maintained during the term of this MOU.
4. The parties to this MOU agree that any and all adjustments to compensation of employees, whether such adjustments result from merit increases, cost of living increases, equity adjustments, or other compensation changes, shall be computed and applied utilizing the beginning of the pay period closest to the effective date of such adjustment.
5. The City reserves the right to adjust the salaries for recruitment purposes as needed throughout the term of this MOU with the understanding that anyone in the same classification shall be moved in relation to the adjustment of his/her classification range.

B. Appointment Rate

Except as otherwise provided herein all new employees, whether full or part-time, shall be compensated at the minimum rate of the salary range in effect for the class in which the appointment is made.

The City Manager may authorize the appointment of new employees at a higher rate in the salary range in effect when it is determined that there is a direct and measurable benefit to the City for such appointments. Factors to be considered include: The quality and quantity of the appointee's previous training and experience; the difficulty in recruiting qualified, experienced applicants; and a determination that the performance of the appointee has a significant impact on City or departmental programs and policies.

C. Compensation on Promotion

A regular or probationary employee who is promoted to a position in a class with a higher salary range shall be compensated at the entry rate of the higher salary range, or at the rate which would provide a minimum of five percent (5%) above the rate they were receiving prior to promotion, whichever is greater. In no event, however, shall the salary after promotion be higher than the top step of the salary range of the new position. Upon satisfactory completion of the employee's probationary period into which he/she is promoted, the employee shall receive regular status and be advanced in accordance with Article 9, Section H below.

D. Compensation for Acting Appointments

Subject to the following limitations, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which they are normally assigned shall receive the entrance salary rate of the higher salary range, or a minimum of five percent (5%) higher than the rate normally received, whichever is greater. In no event, however, shall the salary for the acting position be higher than the top step of the salary range of the higher class.

1. Limitations

- a. The acting appointment must be to a position in a higher class occupied by a regular employee on suspension or on an authorized leave of absence; or to a position for which a vacancy exists.
- b. The written approval of the City Manager shall be required.
- c. The employee must serve a minimum of 40 work hours on a consecutive basis in the higher class at their normal rate of pay prior to being compensated at a higher rate. Upon completion of 40 consecutive work hours in the acting position, the employee shall be paid the higher rate for all additional consecutive hours worked.

E. Shift Differential for Graveyard Shift

Employees shall receive a two and one-half percent (2.5%) shift differential for all hours worked that fall within the graveyard shift (1800-0600).

F. Compensation for Field Training Officer and Communications Training Dispatcher, and other Special Assignments

There shall exist a two and one-half percent (2.5%) salary differential for Field Training Officers, Communications Training Dispatchers and other special assignments as may be made from time to time by the Chief of Police subject to the following conditions:

1. Such salary differential pay shall first be approved by the Chief of Police.
2. When a Field Training Officer is assigned pursuant to Paragraph (1) immediately above and is also assigned to serve in a supervisory capacity for a sergeant who is on authorized absence from his/her regular duties. A Field Training Officer will be eligible for a five percent (5%) differential pay under these conditions when the supervision period reaches 36 hours or more of consecutive shift supervision and will receive such differential pay compensation for the entirety of that supervisory period including the initial 36 hours.

G. Compensation on Demotion

1. Demotion Based on Unsatisfactory Performance

An employee who is involuntarily demoted to a position in a class with a lower salary range because of unsatisfactory performance shall have their salary rate reduced to the entry rate of the class to which they are demoted unless they had previously been promoted from the lower class. If promoted, the employee will be compensated at the same rate they were receiving prior to their promotion.

2. Demotion for Other Than Unsatisfactory Performance

An employee who is either involuntarily demoted or demoted at their own request to a position in a class with a lower salary range shall have their salary reduced to any rate in the lower salary range that does not constitute an increase in salary. Determination of the appropriate salary rate will be made by the Department Head.

3. Demotion for Y-Rated Employees

If an employee is Y-rated (i.e., salary is frozen) and requests a voluntary demotion, their salary shall be reduced by at least the amount of the difference between the maximum salary of the class from which they are being demoted and the maximum salary of the new class.

H. Reemployment of Regular Employees

On written recommendation of the Department Head and approval of the City Manager, a former employee may be reemployed in the class or position they occupied at the time of their termination irrespective of the existence of an open or promotional employment list for the class, subject to the following conditions:

1. There must be a vacant position in the class and no lay-off reemployment list for such class.
2. The employee must have completed at least one year of continuous service in the class immediately prior to their termination.

3. The employee terminated their City employment under favorable circumstances.
4. The reemployment occurs within one year after termination.
5. The employee shall be required to serve a probation period.
6. The employee shall be required to pass a physical/medical examination, psychological evaluation, background check, and/or a polygraph examination as prescribed by the Department Head.

The compensation of a former City employee who is reemployed in the class or position they occupied at termination shall be as determined by the City Manager but in no case shall it exceed the rate which they were receiving at termination. There shall be no reinstatement of any benefits accrued during the previous employment period.

I. Reemployment of Temporary and Seasonal Employees

The City Manager may authorize compensation at any rate within the salary range for persons reemployed for temporary or seasonal services.

J. Merit Increases

Salary increases within a range shall not be automatic. They shall be based on merit and are subject to a written performance evaluation from the Department Head to the City Manager certifying that the employee has been performing work which consistently meets or exceeds department standards, and is improving in their ability to carry out their job assignment.

1. Eligibility

All employees will become eligible for merit increase consideration every 12 months after acquiring regular status until they reach the top step of the salary schedule.

2. Effective Date

Upon City Manager approval, all merit advancement increases shall be effective at the beginning of the pay period closest to the date of eligibility. The actual anniversary date is based on the date of passing probation. Date of hire is used for benefits and vacation and sick leave accruals. Employees receiving merit increases shall be advanced to the next higher step in the salary schedule.

3. Completion of Probation

Upon satisfactory completion of the probation period, as evidenced in writing by the Department Head and approved by the City Manager, the employee shall obtain regular status and receive an initial merit increase.

4. Failure to Obtain Merit Increase

If an employee fails to obtain a merit increase due to inadequate performance, they may request a special performance evaluation in accordance with Section 15.2.3 of the City Personnel Policies & Procedures Manual, no sooner than six months from the time of the previous review. If this special performance review indicates that for the entire period since the last review, the employee has been performing work which consistently meets or exceeds the department standards and has been improving in their ability to carry out

the job assignment, the employee may obtain a merit increase upon approval of the special performance evaluation by the Department Head and the City Manager. In the event a merit increase is approved, the eligibility for further merit increases shall be 12 months from the new date. If the employee does not request a special review, they shall be reviewed at the next regular annual date.

5. Part-time Employees

Part-time employees in positions with a multiple step salary schedule shall be eligible for salary increases within the salary range upon completion of 1560 straight-time hours of service.

K. Regular Appointment from a Temporary Status

Notwithstanding any other provisions of this MOU, a temporary appointee in a class who, without a break in service, receives a probationary appointment to a position in the same or different class shall be eligible for consideration for a merit salary advance upon satisfactory completion of the probation period, as evidence in writing by the Department Head and approved by the City Manager. However, the employee shall accrue leave benefits from the date of the temporary appointment.

L. Appointment to a Reclassified Position

1. Class with Same Salary Range

If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, the salary rate of the employee shall not change. This provision shall also apply to a change of class title, provided there is not a change in the basic duties of the position.

2. Class with Higher Salary Range

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, they shall be compensated at the entry rate of the higher salary range or at the rate which would provide a minimum of five percent (5%) above the base rate (exclusive of Post class) they were receiving prior to reclassification, whichever is greater. In no event shall the employee receive a salary higher than the top step of the new range.

3. Class with Lower Salary Range

If the position is reclassified to a class with a lower salary range than the previous class and if the incumbent is appointed to the reclassified position, their salary rate shall not change. If their salary is greater than the maximum rate of the lower salary range, their salary shall be Y-rated (i.e., salary is frozen) and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

M. Overtime Compensation

For overtime worked, all employees covered by this MOU must be granted equivalent compensatory time off, or paid overtime at one and one-half the hourly rate of pay in accordance with the Fair Labor Standards Act or amendments thereto.

N. Compensatory and Overtime Regulations

1. Overtime Regulations

Overtime is defined and regulated as follows:

- a. Overtime is defined as any scheduled work time in excess of the basic work period, as defined in Article 13, Section B, except as provided herein.
- b. Overtime must be authorized in advance by the Department Head or his designee and approved by the City Manager.
- c. Authorized call back (call out) overtime shall be paid at a minimum of 3.0 hours for each such call back (call out). Call back (call out) duty requires the employee to respond to a request to return to his/her work station after they have left the normal work station or prior to the beginning of their next scheduled shift. Those periods of overtime which had been scheduled by the Department Head prior to the end of the normal scheduled work shift are not considered call back (call out) duty.

2. Compensatory Time Off

a. Regulations

1. All employees covered by this MOU will be eligible to accumulate compensatory time off up to a maximum of 120 hours, accrued at a rate of time and one-half.
2. An employee shall have the option of accepting either compensatory time or time and one-half pay for overtime earned in accordance with this policy.
3. Eighty (80) hours is the maximum number of hours that an employee can be paid for accumulated compensatory time in one payroll period.
4. Compensatory time accumulated shall only be taken at the employee's request in accordance with the scheduling and authorization of the employee's respective Department Head.
5. In the case of overtime hours worked on regular days of work, an employee will only receive overtime compensation at the overtime rate of one and one-half times when the actual hours worked exceed 40 hours in the work period and the employee is physically on the job site.

b. Eligibility

In order to qualify for compensatory time or overtime pay, the employee must be physically on the job site for a regular 80 hour work period. Family sick leave, bereavement leave, leave without pay or other forms of time off from the job, with the exception of sick leave, holidays, vacation, compensatory time off, or Industrial Accident leave shall not count towards the accumulation of compensatory time off or overtime pay at the one and one-half time rate.

c. Regularly Scheduled Day Off

Time worked on a regular day off will be compensated at the overtime rate of one and one-half times for the hours worked, or accrued as compensatory time off in accordance with Paragraph L(2)(a)(3) above.

O. Miscellaneous Compensation

1. Standby Duty

The following provisions shall apply to all regular and probationary employees. Standby duty requires the employees to be so assigned by the Department Head or his designee.

- a. To be ordered in writing to be ready to respond immediately to calls for their service.
- b. To be reachable by pager, beeper or telephone at all times.
- c. To remain within a reasonable distance from their work station.
- d. To refrain from activities which might impair their ability to perform assigned duties.
- e. If an employee is on "standby duty", they will be compensated at the rate of \$1.25 per hour while on "standby duty" during regularly scheduled time off; in addition, if called out, actual time worked shall be compensated at the prevailing overtime rate for such actual time and pursuant to the minimum call back (call out) provisions of Paragraph N(1)(c) above.

P. Court Time

Employees who are required to appear in court on behalf of the City, and are approved by their Department Head, during their off duty hours, shall receive overtime compensation for the number of hours they actually spend in court proceedings, with a minimum of three hours at time and one-half pay. If employees are required to appear in court during their off duty hours without prior notice to appear, such employees shall receive overtime compensation for the number of hours they actually spend in court proceedings, with a minimum of three hours at time and one-half pay (i.e., 4.50 straight time hour minimum).

In the event an employee is required to appear in court while on sick leave, the total sum of sick leave and court time shall not exceed 12 hours for any single work day.

Q. Approval of Overtime

The City shall not be liable for the payment of any compensation to any employee for any hours not documented on the employee's time records and approved by the employee's Department Head or designee.

R. Jury Duty

No deduction shall be made in the salary of an employee who serves on a jury if they have remitted to the City the non-mileage related fee paid to them for such service. If the employee chooses to retain the jury fee, they will be charged compensatory time off, vacation time or will be placed on a leave without pay status for the time spent on jury duty. An employee accepted for jury duty shall immediately notify their Department Head in writing

as to whether or not they shall remit the jury fee to the City and, if not, their status while performing such jury duty.

S. Witness Fees

No deduction shall be made in the salary of an employee who is subpoenaed to testify in any judicial or administrative proceeding as a material or expert witness if they remit to the City any fee received for being a witness. If the employee chooses to retain the witness fee, they will be charged compensatory time off, vacation time, or be placed on a leave without pay status for the time spent testifying. If the employee incurs personal mileage expenses while appearing as a witness, they may retain that portion of the witness fee attributable to mileage and remit the difference to the City. An employee subpoenaed to appear pursuant to an official subpoena shall immediately notify their Department Head in writing as to whether or not they will remit the witness fee to the City and, if not, their status while serving as a witness. In addition, employees served with subpoenas shall notify the City Manager's office immediately upon being served.

T. Uniforms

When required to wear a uniform by the City, employees shall be provided a yearly uniform allowance of \$1,000 for full-time employees and \$175 for uniformed part-time employees, paid by the City in quarterly installments at the end of each quarter.

Upon hire of a new employee, City will advance the employee an amount equal to one-half of the annual uniform allowance upon the employee's request for such advancement. Should said new employee terminate prior to six months of service to the City, City shall be reimbursed for that one-half of the uniform allowance advanced, prorated for the length of service.

U. Police Service Incentive Pay – P.O.S.T. Certificates & Longevity Pay

1. Regular full-time police service employees as indicated below are entitled to receive incentive pay for P.O.S.T. certificates held by the employee which are over and above those required for the position classification. The incentive pay shall be as follows:

- A. Police officers and corporals shall receive five percent (5%) each above regular pay for both the P.O.S.T. Intermediate Certificate and the P.O.S.T. Advanced Certificate.
- B. Police Sergeants shall receive five percent (5%) above regular pay for the P.O.S.T. Advanced Certificate.
- C. Each full schedule level on the standardized salary schedule represents a two and one-half percent (2.5%) increase over the previous level. Therefore, each five percent (5%) incentive shall be in the form of two (2) full schedule levels (i.e., Schedule 51D to 53D).

2. Longevity Pay

Upon the 10th anniversary date of employment and each year thereafter on their anniversary date, a full time employee with the City of Willits will receive \$750 per year. Upon the 20th anniversary date of employment and each year thereafter on their anniversary date, a full time employee will receive \$1,500 per year. Upon the 25th anniversary date of employment, and each year thereafter on their anniversary date, a full time employee with the City of Willits will receive \$3,000 per year.

V. Use of Non-Police City Vehicles

An employee must obtain the advance recommendation of the Department Head and the subsequent advance written permission of the City Manager or his designee to use a City gasoline credit card for gas. Any out-of-pocket expenses incurred in using a City vehicle, such as parking, tolls, or emergency repairs, shall only be reimbursed upon approval of the City Manager or his designee following recommendation of the Department Head and upon the presentation of receipts verifying expenditures. Except upon prior approval of the Department Head or his designee, only City employees can drive or be a passenger in a City non-police vehicle.

W. Use of Private Vehicle

If an employee is authorized by the City Manager to use their private vehicle for travel on City business, they shall be compensated at the maximum rate allowed by the Internal Revenue Service. No employee shall use a private vehicle for City business unless the employee has provided the City Clerk with written verification that the vehicle is insured as required by law.

X. Air Travel

Where an employee is authorized to fly by commercial airline, the ticket shall be by economy fare. The City shall reimburse the employee for actual bus, shuttle or cab fares incurred for travel to and from the airport. All fares shall be approved in advance in writing by the Department Head.

Y. Lodging

Employee's lodging expenses will be paid while traveling on City business. Employees are expected to be reasonable in the selection of accommodations. All such lodging expenses shall be approved in advance in writing (except in emergency situations) by the Department Head.

Z. Meal Allowance

Any employee traveling on City business shall receive in addition to transportation and lodging expenses, a meal allowance (M.A.) to cover meals. The total allowance will be granted to the employee before they leave. The amount set for M.A. shall be considered fair reimbursement and the employee shall neither be required to account for the use of the M.A., return unused portions, nor claim additional expenses for these items.

The M.A. shall include \$8.00 for breakfast, \$12.00 for lunch and \$20.00 for dinner for a daily total of \$40.00.

An employee shall be eligible for breakfast M.A. if they are required to travel on City business prior to 7:30 A.M. in order to reach their destination on time, and dinner if they are required to travel on City business after 6:30 p.m. The employee may be authorized a dinner M.A. if they are required to travel on City business the evening prior to a conference, meeting or class.

An employee shall not receive a M.A. when that meal is included in the registration cost of a conference or class. Conversely, if a meal is included as part of the conference, but the cost is additional (i.e., League of California Cities Annual Conference luncheons), the employee

may be reimbursed the additional out-of-pocket expenses for the meal, provided receipts are turned in to the Finance Officer.

ARTICLE 10. EMPLOYEE STATUS

A. Probationary Period or Promotions

The probation period shall be regarded as part of the initial selection process and shall be utilized for closely observing the employee's performance; for securing the most effective adjustment of an employee to their position; and for reviewing the performance of any employee who does not meet the required standards of the position to which they were appointed or promoted.

During the probation period, or an extension thereof, an employee may be rejected at any time by the Department Head without cause and without the right of appeal, notwithstanding any previous probationary period evaluations which may have indicated the employee was progressing satisfactorily. Notification of rejection shall be furnished the employee in writing and a copy shall be retained in the employee's personnel file together with such other forms as may be prescribed by the City Manager.

B. Probationary Period Length – Police Service and Dispatchers

The initial probationary period for all Police Service and dispatcher positions shall be eighteen (18) months for all new employees. All promotions, transfers and reappointments shall be subject to a twelve (12) month probationary period. During this probationary period, employees will continue to be considered regular employees, will accrue seniority and shall be protected in discharge procedures as other regular employees.

In the case of an employee who appears through performance ready to fulfill all the job responsibilities of a regular employee, the Department Head may cut the probationary period short by up to six (6) months upon approval of the City Manager. Under no circumstances will the probationary period be less than twelve (12) months.

In cases where a promoted, transferred or reappointed employee has not met the requirements for completing probation, but where the Department Head has evidence that the employee has the capability of meeting those requirements if given more time, the Department Head may extend the probation period an additional three months, but in no event shall the total probation period exceed fifteen (15) months. Such extensions shall be documented in the manner prescribed by the City Manager.

C. Probationary Period Length – Part-time Employees

The initial probation period for all part-time positions shall be based on the same length of probation as regular full-time employees, based on the same accumulation of hours for the same classification (six months = 1040 hours). If a part-time employee is transferred to a full-time position, hours accumulated during the part-time employment will be credited towards the full-time requirement for the probation period.

D. Regular Status – Initial Entry or Promotion

When an employee first receives regular status, the employee shall be advanced to the next pay step in the employee's pay range.

E. Seniority

Seniority means the length of an employee's continuous service with the City. An employee who has not completed the initial probationary period shall not be considered to have seniority and shall not be considered a regular employee.

The City shall post the seniority list and supply employees with copies on January 1st and July 1st of each year. Preference in vacation scheduling and extra days off shall be by seniority within classes provided requests are made before April 15th of each year.

An employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from their record, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

F. Transfers

Requests for transfers from one job classification to another shall be given consideration when a suitable vacancy occurs in the same class. Requests, including a resume of qualifications from employees for transfers from one department to another, shall be made in writing and shall be directed to the employee's present Department Head with copies to the appropriate Department Head and the City Manager.

G. Separation

Upon separation of any employee for any reason, the employee shall be paid a lump sum payment for all earned but unused compensatory time off, holiday and vacation credits.

Before separation, all employees must complete an exit interview with their Supervisor, Department Head or the City Manager (the employee is given the choice). The purpose of this interview is to clarify the factors leading to the separation for the benefit of both the employee and employer. A summary of this interview shall be prepared on a form provided by the City, signed by both parties, and placed as the final document in the employee's personnel file.

Before an employee's termination date, they must complete the separation clearance (returning all equipment, keys, etc.). If the employee's termination date does not coincide with the last day of a pay period, the employee will receive compensation for time worked on an hourly pay schedule.

1. Layoff

If there are changes in the organization, or lack of work or funds, the City Manager may lay off employees.

- a. Employees shall be given not less than ten working days written notice and shall be laid off in inverse order of their seniority in their classification.
- b. Any employee who is laid off who had advanced to their present classification from a lower classification in which they held a regular appointment shall be given a position, if available, in the lower classification in the same department. Availability of such a position shall be defined as a position authorized and budgeted. If a lower classification position is not vacant, the employee being laid off from the higher

position shall automatically have the right to occupy the lower classification and an employee occupying the lower classification shall be laid off instead.

- c. Seniority in the lower classification shall be established according to the date of original appointment to that class, except that employees who previously occupied a position of a higher class, but occupy the lower classification due to layoffs, shall have a higher seniority.
- d. Employees shall be called back from layoffs according to seniority in the class from which the employees were laid off within the department.
- e. No "non-dispatch" and "non-sworn" employees shall be hired in any class until all employees who have been laid off within the immediately preceding twelve (12) month period and who are on layoff reemployment status in that class have had the opportunity to return to work. No P.O.S.T. certified dispatch and sworn employees shall be hired in any class until all such employees who have been laid off within the immediately preceding thirty-six (36) month period and who are on layoff reemployment status in that class have had the opportunity to return to work. Prior to reemployment as provided herein, the employee shall be required to pass a physical examination, psychological evaluation, background check, and polygraph examination as prescribed by the Department Head.
- f. An employee on layoff status shall accept or decline in writing an opening within 5 working days following notice of an available position. They must be prepared to return to work within 10 working days of accepting a position. Such notice shall be provided to the employee at his/her last address set forth in the employee's personnel file.

2. Resignation

If circumstances make it necessary for an employee to resign, a written resignation shall be submitted to the Department Head and the City Manager. The resignation shall state the reason for resigning and give at least 10 working days notice.

3. Termination for Medical Reasons

When it is determined, on the basis of a medical examination, that an employee is incapable of performing the duties of their position satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or to recur frequently, the appointment may be terminated. Final decisions in this area will be made by the City Manager, based upon the recommendations of the medical examiner and the Department Head and in accordance with State law related to peace officer and public safety employees.

ARTICLE 11. ATTENDANCE AND LEAVE BENEFITS

A. Attendance

Employees shall be in attendance in accordance with the provision of this MOU governing hours of work, leaves and holiday. All departments shall maintain daily attendance records for employees who shall be reported to the Finance Department on the forms and dates specified by the Finance Director.

B. Anniversary Date

For the purpose of computing entitlement to vacation and sick leave accrual, an employee's continuous service shall be based on the effective date on which they received their initial probationary appointment to the City service. Such date shall be the employee's anniversary date for vacation and sick leave purposes, subject to the provisions contained herein.

C. Vacation

1. The purpose of vacation leave is to provide a rest period which will enable the employee to return to work physically and mentally refreshed. All employees shall be entitled to accrue vacation leave with pay except the following:
 - a. Employees having temporary, seasonal, or less than half-time appointments.
 - b. Employees on leave of absence without pay or suspension without pay.
2. Except as provided by the provisions of Paragraph 3 immediately following, vacation may not be taken in excess of that actually accrued and in no case may it be taken prior to the completion of an employee's initial probationary period. The Department Head shall schedule and approve all vacation leaves for employees taking into consideration whenever possible the seniority and wishes of the employee. Vacation leave may be granted on an hourly basis. Any fraction over an hour shall be charged to the next full hour.
3. Police Service employees may be eligible to take up to five days vacation and five days sick leave after the completion of six months of the initial probationary period provided that:
 - a. The employee requests in writing an advance on their vacation to be credited upon successful completion of the initial probationary period.
 - b. The Department Head completes a performance evaluation on or after the employee completes a minimum of six months of the initial probationary period indicating that the employee is satisfactorily progressing toward meeting the performance standards of the position and has a reasonable expectation of successfully completing probation in the initial period without an extension.
 - c. Any vacation and/or sick leave advances used shall be paid back to the City if the employee fails to complete either the probation period or 12 months of service. The amount due may be withheld from any amounts due the employee.
 - d. Crediting or use of such vacation or sick leave in this manner shall not affect the right of the Department Head to reject an employee at any time during the remainder of the probationary period without cause or without the right of appeal.
4. Subject to approval of the Department Head and the City Finance Officer, employees may make a request to the City Manager to sell back to the City accrued vacation time on a case by case basis.

D. Basis for Accrual: Full-time Employees

Vacation shall be credited as earned vacation for each biweekly pay period of service, or prorated for each fractional period in accordance with the table below, except that vacation

accrued during the first six months of service shall not be credited as earned until the employee completes the first six months of continuous service.

Length of Continuous Biweekly Service	Accrual Rate	Equivalent Accrual Hours	Annual Rate Days
0 – 3 years	3.08 hours	80	10
3 yrs, 1 day – 9 years	4.62 hours	120	15
9 yrs, 1 day – over	6.15 hours	160	20
15 yrs, 1 day – over	7.69 hours	200	25

E. Basis for Accrual: Part-time Employees

An employee having a probationary, regular or acting appointment that is less than full-time but is half-time or more shall accrue vacation leave with pay in proportion to the percent worked.

F. Limit on Accumulation

Whenever the sum of an employee's current and deferred vacation exceeds that employee's equivalent annual accrual rate for two years, they shall lose that portion in excess of two years and be compensated for the excess quarterly at the workday rate of pay in effect on the last day of such total accumulation with the following exception: With the approval of the Department Head, an employee may accrue vacation in excess of the two year limit provided all such excess accumulation is taken within three months or paid off quarterly. In no event, however, shall an employee be paid at a higher rate for such excess accumulation by deferring use of said excess than they would have received had they been compensated for the loss as above.

G. Terminal Vacation

Any employee who has accrued vacation leave, who has completed their initial probationary period, and whose employment terminates, shall be compensated for such accrued vacation based on the hourly equivalent of the salary they were receiving at the time of their termination.

An employee who terminates while serving a probationary period in a position to which they have been promoted shall receive terminal vacation pay based on the hourly equivalent of the salary they received immediately prior to their promotion, provided they had successfully completed a probation period in the position from which they were promoted.

An employee who has not completed a probation period in at least one position shall not receive terminal vacation pay.

H. Holidays Occurring During Vacation

In the event one or more holidays observed by the City falls within the period an employee is on vacation leave, such day or days shall not be charged against the vacation accrual.

I. Vacation Anniversary Date Changes

Any leave of absence without pay or suspension without pay shall result in a new vacation anniversary date. Such date shall be based on the employee's original vacation anniversary date plus the number of consecutive days of the leave of absence or suspension.

J. Sick Leave

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness, or other health-related reasons causing absence. It is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

Sick leave is defined as the necessary absence from duty of an employee because of:

1. Injury or illness.
2. Medical or dental examination or treatment by a licensed practitioner when such absence during working hours is authorized by the Department Head. These should be scheduled at the beginning or end of the work day whenever possible to avoid disruption of work.
3. Exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the City Manager that the presence of the employee on duty would endanger the health of others.
4. A physical impairment which, in the opinion of the Department Head, might place the employee in the position of further endangering his/her well-being if returned to work.
5. Pregnancy, delivery, and recovery therefrom of the employee, in accordance with state and federal laws.
6. Family sick leave as defined in Section N of this Article and subject to the rules pertaining to family sick leave.

K. Basis for Accrual: Full-time Employees

Regular full-time employees are eligible to accrue sick leave at the rate of one day per month (or 3.69 hours per biweekly pay period) with the following exceptions:

1. Employees on leave of absence without pay or suspension without pay.
2. Sick leave shall not be applied during an employee's initial probationary period, but shall be applied following successful completion of probation.
3. Sick leave may be accrued with an unlimited accumulation.

L. Basis for Accrual: Part-time Employees

An employee having a probationary, regular or acting appointment that is less than full-time but is half-time or more shall accrue sick leave at the rate proportional to hours worked of a full-time equivalent based upon his/her regular work week salary.

M. Sick Leave Procedures

Sick leave may not be taken in excess of that actually accrued. Continuance of pay during absence from duty due to sickness or other approved reasons shall depend upon compliance with the following procedures:

1. On the first day of absence from duty, the employee, or someone on their behalf, shall notify the City of the reason for such absence. If the duration of the illness lasts longer than one day, the employee must notify the Department Head daily.
2. Within 36 hours after returning to duty such employee shall fill out, and file with the Department Head, a written report and request for approval of the absence as sick leave.
3. An employee may be required to furnish a certificate from a licensed physician or practitioner to support their sick leave claim.
4. When an employee receives Workers' Compensation, Section 4850 Leave, City Industrial Accident Leave, or any other form of public salary continuance benefit as a result of an on-the-job injury or illness, the City will pay the difference between such benefit and full pay for the period of salary continuance benefit, following which the employee's salary continuance shall be limited to accumulated sick leave or other accrued and approved leave benefits. The employee must report any such salary continuance benefit from non-City sources and the period such benefit represents.
5. Any fraction of time over an hour shall be charged to the next quarter hour.
6. An employee who is admitted to a hospital or confined to bed under medical orders while on vacation leave may have the period of illness charged to their accumulated sick leave instead of vacation leave if immediately upon return to duty the employee submits to the Department Head a written request for sick leave and a written statement signed by their physician describing the nature and dates of illness and the period of disablement; and the Department Head recommends and the City Manager approves the granting of such sick leave.
7. Sick leave shall not be applied to absences which occur on a day designated as a City holiday.
8. If an employee works any time, either on their regular shift or overtime on a day in which they take sick leave, the combination of hours worked and sick leave shall not exceed 8 hours.
9. In cases of disability certified by an employee's personal physician, the City has the right to obtain a second medical opinion to confirm the employee's ability or inability to work. Such examinations will be performed by a licensed physician of the City's choosing and at City's expense. The consulting physician shall submit a written report to the City Manager who will make all final decisions with regard to granting sick leave benefits. Employees who refuse to submit to such an examination may become ineligible for sick leave benefits (for the particular disability in question).
10. At such time as an employee exhausts all of their sick leave benefits, accrued comp time and accrued holiday and vacation credits may be used to continue pay during the remainder of the sick leave. Medical progress reports may be required prior to approval of such payments.
11. It shall be the employee's responsibility to maintain good health. This includes seeking competent medical attention in the event that an illness lasts longer than three days as well as periodic physical checkups to detect potential illness or to control chronic health problems.

12. The provisions of this MOU applicable to vacation anniversary date changes arising from the granting of a leave of absence without pay or suspension without pay shall also apply to sick leave anniversary dates.
13. Upon separation from the City after five (5) years continuous service, an employee shall be paid for 30% of unused, accrued medical leave up to a maximum payment of 1,000 hours. Upon separation from the City after ten (10) years continuous service, an employee shall be paid for 50% of unused, accrued medical leave up to a maximum payment of 1,000 hours. This compensation is not applicable if an employee is discharged for cause. In the event of a job related death, 100% of the employee's unused sick leave shall be paid to employee's beneficiary.

N. Family Sick Leave

Family sick leave may be used when it is necessary to attend to an ill child or stepchild or run and maintain the household when the spouse is ill or otherwise disabled and unable to perform the duties necessary to maintain the home. This includes pregnancy and childbirth by the spouse.

O. Extended Sick Leave

On written request of the employee and recommendation of the Department Head, the City Manager, subject to the work demands of the City, may authorize a leave of absence without pay for the purpose of recovering from an illness or injury provided:

1. The employee has used all his/her accumulated sick leave.
2. The employee furnishes to the Department Head a certification from the attending physician stating the nature of the illness and an estimate of the time needed for full recovery.

P. Abuse of Sick Leave

Sick leave is a privilege granted to employees and abuse of this privilege will neither be tolerated nor condoned.

Department Heads will be responsible for controlling the use of sick leave by employees to the extent of requiring physician's certifications or other evidence of illness, injury, appointments, etc.

If the Department Head does not consider the evidence adequate, he/she shall disapprove the request for sick leave, and indicate on the proper forms that such absence shall be absence without pay and shall be uncompensated.

Additional disciplinary measures, including dismissal, may be imposed by the Department Head when any employee fraudulently obtains sick leave or abuses the sick leave privilege.

Q. Holiday Leave

Subject to the provisions contained herein, the following days shall be observed as paid holidays by all employees in regular positions except personnel whose work assignments, in the judgment of the Department Head, require their presence on the job. For each designated holiday, such excepted personnel, in addition to eight (8) hours of straight time holiday pay, shall receive compensatory time off or overtime computed at time and one-half the hourly rate of pay for actual hours worked.

Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
New Years Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Three Floating Holidays	<i>Scheduling subject to provisions of Subparagraph 1 immediately below</i>

1. The floating holidays may be taken as a day of vacation and used at any time during the fiscal year subject to Department Head approval of scheduling. However, such floating holidays may not be accrued, the employee may not be paid cash in lieu of taking the floating holidays off, and employee shall lose the floating holidays if not used by the last regularly scheduled pay date prior to June 30 of each fiscal year. In an effort to assure that employees remain informed regarding the status of their use of such floating holidays, the Department Head shall make arrangements to periodically (monthly) inform employees regarding the status of their use of such floating holidays utilizing the computerized mail system or bulletin board system currently operational within the Police Department and/or through written memorandum to unit members.
2. When a designated holiday occurs on an employee's regular day off, they will be paid eight (8) hours at their regular hourly rate for the holiday, in addition to straight time holiday pay specified in paragraph 5 of this section.
3. In addition to the designated holidays listed above, other days or portions of days may be authorized by official proclamation of the Mayor.
4. The Mayor may take such action to coincide with special holidays declared by the President of the United States, the Governor of the State of California, or when, in the opinion of the Mayor, a significant local event merits such action.
5. All straight time holiday pay for the police service and dispatcher classifications shall be held by the City for the entire calendar year and paid to the employee on the last payroll date in November or upon resignation from the City service. In the event the employee resigns after the last payroll date in November, but prior to any holiday in December, the employee shall reimburse the City for any holidays paid but not yet earned. The City agrees to pay the holidays in this manner upon Association's request and shall not pay interest on any funds held in trust.

R. Bereavement Leave

Bereavement leave is defined as the necessary absence from duty by an employee having regular or probationary appointment because of the death of a member of their immediate family or because their attendance is needed to attend to the critical illness of a member of their immediate family where death appears imminent. The Department Head may require proof of death of such illness.

For purposes of this Section, immediate family shall mean; spouse, parent, child, sibling, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, grandchild, aunt, and uncle.

Bereavement leave without deduction from other unit member leave accruals shall be limited to five (5) working days per calendar year for bereavement matters. However, upon prior approval of the Department Head, unit members may utilize up to two additional working days for bereavement purposes as defined herein subject to the condition that such additional days shall be deducted from vacation, floating holiday, or sick leave accruals.

An employee serving their initial probation period who takes leave under this section and for any reason terminates City employment prior to the completion of such probation period shall have their final paycheck reduced by the value of the leave they have taken.

S. Maternity Leave

Maternity leave shall not exceed the maximum period provided by law and shall be covered by sick leave, to the extent the employee has it accrued, during the period that the employee's doctor certifies she is unable to work. The employee will be required to provide written certification before such payments are made. The length of leave, both prior to and after delivery, is a decision to be made by the woman and her doctor. Any time taken before or after the certified period of disability must be taken as compensatory time, vacation leave, or leave without pay, and regulations governing these forms of leave shall apply.

The employee must notify the City Manager in writing of her intention to return to work (including date of return) at least ten working days prior to the commencement of her maternity leave, and within 15 days after delivery she must reaffirm her intention to return to work in order to assure that her position will be held open. An employee who confirms her intention to return to work in accordance with the above shall have her position held open until the date specified in her statement of intention, after which reinstatement shall be dependent upon the availability of a suitable vacancy. Vacancies created by such leave, if filled, will be by temporary or conditional appointments.

During the sick leave periods of maternity leave, vacation leave, seniority, and time towards annual evaluation shall accrue. In addition, health and other insurance benefits will continue without interruption. During periods of absence without pay, health, dental and life insurance benefits will be discontinued. However, the employee will have the option of picking up health insurance at their own expenses (group rate) for a period not to exceed the duration of the approved leave.

During periods of leave without pay, standard rules governing seniority accrual, leave and fringe benefits under leave without pay shall apply.

T. Military Leave

An employee having a probationary or regular appointment shall be entitled to such benefits in accordance with state and federal laws, i.e., State of California Military and Veterans Code (Section 1395 et seq) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). An employee requesting such military leave shall immediately, or as soon as possible, upon receiving his/her military orders present a copy of their military orders to the Department Head prior to the beginning of the leave.

U. On the Job Injury – Sworn Safety Officers

Such personnel whose duties clearly place them within the scope of Section 4850 of the California Labor Code shall receive industrial accident leave to the extent provided for in that law (one year).

ARTICLE 12. FRINGE BENEFITS

A. General Statement

Every new employee shall have explained to them the benefits available, the eligibility requirements, limitations and coverages. Part-time and seasonal employees do not qualify for fringe benefits, with the exception that regular part-time employees meeting the eligibility criteria are eligible for PERS retirement.

B. Probationary Police Service and Dispatcher Employees

Payment of any benefits by the City shall not affect the right of the Department to reject an employee at any time during the probationary period.

C. Health Insurance

Full-time employees and dependents will become eligible for the standard health plan offered by the City's health insurance provider on the first day of the month coinciding with or following date of hire, with the City paying 100% of the premium.

In addition, City agrees to pay any and all standard health plan premium rate increases which may occur during the term of this agreement.

D. Dental and Vision Insurance

Full-time employees will become eligible for the standard dental and vision insurance plans offered by the City's dental and vision insurance provider on the first day of the month coinciding with or following date of hire, with the City paying 100% of the premium.

In addition, City agrees to pay any and all standard dental and vision plan premium rate increases during the term of this agreement.

E. Life Insurance

All full-time employees become eligible for the City's standard life insurance plan, equal to their annual salary, rounded off to the nearest thousand. The effective date of coverage is determined by the provider's eligibility rules. The City will pay 100% of the premium from the date of eligibility. The City may implement changes to the standard life insurance plan that provide equal to greater coverage to the City's existing plan.

F. Retirement Plan

1. Membership in the Public Employees Retirement System Plan is mandatory from date of employment, except for the following:

- a. When full-time seasonal or limited term employment is limited to six months or less.
- b. When part-time appointment is limited to less than an average of 20 hours per week.

- c. When otherwise required by the PERS Plan Manual See PERS Procedure Manual for more detailed information.
2. Employees shall pay their full share of the required PERS member contribution of 9% for safety employees and 8% for miscellaneous employees. Said contributions shall be on a "pre-tax" basis pursuant to Section 414(h)(2) of the Internal Revenue Code.
3. During the term of this agreement, the City reserves the right to implement the PERS 3%@55 safety retirement formula for all safety employees hired after the effective date of the PERS contract amendment. The City's right to make said PERS retirement formula is only for the term of this agreement and expires on June 30, 2014.

ARTICLE 13. GRIEVANCE PROCEDURES

A. General

A grievance may arise from any real or imagined dissatisfaction of any employee regardless of their appointive status with the City.

B. Definitions

1. Grievance – A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this MOU or employee protection contained in any ordinances, resolutions, personnel rules or written policies which adversely affect the grievant.
2. Grievant – A grievant is an employee in the Association who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the City Manager as a group grievance and thereafter represented by a single grievant.
3. Days – "Day(s)" shall mean day(s) in which the City's main administration office is open for business.

C. Step I

Within seven days from the event giving rise to a grievance or from the date the employee could reasonably be expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. The supervisor shall have three days to give an answer to the employee.

D. Step II

If the grievant is not satisfied with the resolution proposed at the informal level, he/she may, within ten days of the receipt of such answer, file a formal written grievance with his/her immediate supervisor on the approved form provided by the City. The supervisor shall, within three days, have a meeting with the grievant and within five days thereafter give a written answer to the grievant on the approved.

E. Step III

If the employee is dissatisfied with the decision of the Immediate Supervisor, they may, within five days, appeal to the Department Head on the form approved by the City for that

purpose. The Department Head shall render a decision in writing within ten days on the approved form.

F. Step IV

If the employee is dissatisfied with the decision of the Department Head, they may, within 5 days, appeal to the City Manager on the approved form. The City Manager shall render a decision in writing within ten days on the approved form.

G. Step V

If the employee is dissatisfied with the decision of the City Manager, they may appeal, in writing, to the Grievance Committee. An employee appeal must be submitted on the approved form within five days of their receipt of the decision of the City Manager.

H. Grievance Committee

The Grievance Committee shall be convened by the Committee Chair whenever the need arises. Membership of the Committee shall include, at a minimum, the following:

- One City Council Member or alternate appointed annually by the City Council – Chairman
- One Department Head or alternate appointed annually by the City Manager – (not concerned with the appeal)
- One Employee or alternate appointed by the employee's bargaining unit on an annual basis – (not concerned with the appeal).

A grievance hearing before the Grievance Committee shall be an administrative hearing wherein the rules of evidence and court procedure need not be followed. The Chair is responsible for the disclosure and evaluation of all factors relevant to the inquiry without prejudice to either party in the dispute.

Generally, a court reporter will not be used, but if either side demands a transcript of the proceedings, the side so demanding shall bear the full expense of the court reporter and the transcript preparation. Nothing in this section shall prevent either party from making a tape recording of the proceedings.

Within five (5) business days following the close of the grievance hearing before the Grievance Committee, the Chairman shall submit the Committee's written decision to the City Manager. The written decision shall be approved by at least two members of the Committee and shall be signed by all of the members. At a minimum this decision shall include a summary of the proceedings, a brief statement of the facts presented by each side, and a conclusive decision which shall be binding upon the City and the employee.

I. Appeal from the Grievance Committee

There shall be no appeal from the decision of the Grievance Committee except where the grievance is a charge of unfair employment practices. In this type of case, the employee/applicant may pursue further legal action.

J. General Ground Rules for Grievances

All employee grievances must follow this chain of appeal. At no time will an employee bypass a supervisor or Department Head, or approach a Council member with a grievance.

All references to number of days will be understood as days in which the City's main administrative office is open for business. Time limits may be waived upon consent of both parties.

In formal meetings at Step II through V, the employee has the right to have a representative, attorney, counsel, etc. in attendance.

An aggrieved employee may be represented by any person in an advisory capacity, to assist in presenting all facts relevant to the grievance, and necessary to the equitable solution of the grievance. The City Attorney may be present in an advisory capacity to City supervisors and/or managers. If the employee chooses to be represented by an attorney, then the City Attorney need not be restricted to an advisory capacity, but may function in such matters as cross examination, weighing of evidence, etc.

Beginning with Step II of the Grievance Procedure, all grievances must be in writing, using the approved City Grievance Form.

Employees shall have freedom from reprisal for use of the Grievance Procedures.

ARTICLE 14. FULL UNDERSTANDING, MODIFICATION & WAIVER

- A. This MOU 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 suspended 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 during the term of this MOU. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms of 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 and implemented by the Willits City Council. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 15. PEACEFUL PERFORMANCE CLAUSE

The parties to this MOU recognize and acknowledge that participation by any employee in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action, up to and including discharge.

The Association, its representatives, or members shall not engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind or known by any other euphemism.

If the Association, its representatives, or members engage in, cause, instigate, encourage, or condone a strike or work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the City Manager may suspend or revoke the recognition granted to the Association, and prohibit

the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations by the Association and/or any of its members.

As used in this Article, "strike or work stoppage" includes, but is not limited to, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment.

Any decision of the City Manager made under the provisions of this Article may be appealed to the City Council by filing a written Notice of Appeal with the City Manger or City Clerk, accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such notice of appeal must be filed within seven days after the Association first received notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to any other appeal.

ARTICLE 16. SAVINGS PROVISION

If any of the provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.

ARTICLE 17. IMPLEMENTATIONS

This MOU shall be of no force or effect until ratified and approved by formal action of the City Council of the City and the membership of the Association. It is recognized that certain provisions herein may require ordinance changes in order to be effectuated.

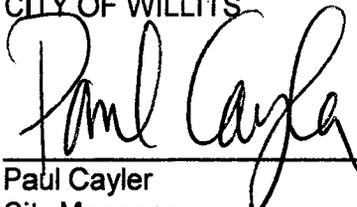
ARTICLE 18. TERM

This MOU represents the entire agreement between the City and Association on subjects contained herein and shall become of full force and effect on July 1, 2012, and shall continue in full force and effect until midnight June 30, 2014; and shall continue from month-to-month thereafter until superseded by other agreement; or until the City Council of the City, after compliance with the provisions of Government Code Sections 3500 et seq. and Resolution No. 1974-17 and any amendments thereto relating to meeting and conferring, takes action which supersedes the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

RATIFICATION AND APPROVAL:

CITY OF WILLITS



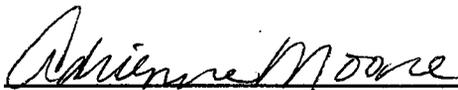
Paul Cayler
City Manager

WILLITS POLICE OFFICERS
ASSOCIATION



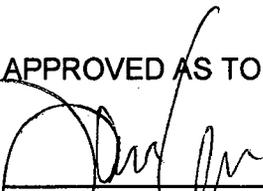
Mike Globe
Association President

ATTEST:



Adrienne Moore
City Clerk

APPROVED AS TO FORM:



James Lance
City Attorney

RESOLUTION NO. 2012-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLITS APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF WILLITS AND THE WILLITS POLICE OFFICERS ASSOCIATION (WPOA) FOR THE TERM OF JULY 1, 2012 – JUNE 30, 2014

WHEREAS, duly authorized representatives of the City of Willits and duly authorized representatives of the Willits Police Officers Association have met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act and have agreed to the matters set forth in the Memorandum of Understanding attached hereto, subject to the approval of said Memorandum of Understanding by the City Council of the City of Willits; and

WHEREAS, the Willits City Council has reviewed the Memorandum of Understanding and approves of the terms and conditions contained therein and authorizes a two percent (2%) salary increase for employees under the umbrella of the Willits Police Officers Association, effective July 1, 2012.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willits approves the Memorandum of Understanding attached hereto, and authorizes a two percent (2%) salary increase for employees under the umbrella of the Willits Police Officers Association, effective July 1, 2012, and payable on the next employee payroll retroactively to the first full pay period of Fiscal Year 2012/2013. Such increase shall be reflected in the City's standardized salary schedules, levels, and steps contained therein.

BE IT FURTHER RESOLVED that the City Manager and City Clerk are hereby authorized and directed to execute said Memorandum of Understanding between the City of Willits and the Willits Police Officers Association for the term of July 1, 2012 – June 30, 2014.

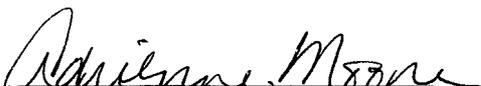
The above and foregoing Resolution was introduced by Councilmember Madrigal seconded by Councilmember Hanson, and passed and adopted at a regular meeting of the City Council of the City of Willits, held on the 22nd day of August, 2012, by the following vote:

AYES: Stranske, Orenstein, Hanson, Madrigal, and Burton
NOES: None
ABSENT: None



BRUCE BURTON, Mayor
City Council of the City of Willits

ATTEST:



ADRIENNE MOORE, City Clerk

