

**CITY OF PACIFIC GROVE  
POLICE OFFICERS' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**July 1, 2021 – June 30, 2022**

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**July 1, 2021 – June 30, 2022 CITY OF PACIFIC GROVE**

**POLICE OFFICERS' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

In accordance with state requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Police Officers' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation.

As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3505.1.

**ARTICLE 1. PARTIES**

This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Police Officers' Association, (herein called the "Association").

**ARTICLE 2. RECOGNITION**

2.1 The City recognizes the Pacific Grove Police Officers' Association as the exclusive representative of the employees in the Police Unit.

2.2 Non Discrimination.

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join, and participate in the activities of organizations of their own choosing for the purposes of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee will be interfered with, restrained, coerced, or discriminated against by the City or the Association because of he or she exercised rights established by law.

An employee not joining the Association is exercising his or her rights to self-representation in rights issues.

Nothing in this section prevents the Association and its representatives from representing the classifications in the unit in accordance with the MOU, State and Federal law, and the City of Pacific Grove Personnel Rules and Regulations.

**ARTICLE 3. UNIT DESCRIPTION**

3.1 The Police Unit consists of all regular employees in the following classifications: Safety Personnel: Police Officer, and Sergeant.

**ARTICLE 4. COVERAGE**

This Memorandum of Understanding applies to employees in the Police Unit as defined in Article 3.

**ARTICLE 5. DURATION OF MOU**

This MOU shall govern the period of July 1, 2021 – June 30, 2022.

**ARTICLE 6. SCOPE OF MOU**

All terms, benefits, and conditions of employment contained in this MOU shall remain in full force and effect for the term hereof. As long as there is no material breach of the terms hereof, neither party shall be entitled to meet and confer with respect to any subject fully covered by this

MOU. No changes to the provisions of this MOU may be undertaken without the prior written consent of both parties to this Agreement, except as otherwise indicated herein.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

### **7.1 Definitions**

- (a) “Grievant” means an employee(s) filing a grievance.
- (b) “Grievance” is a dispute arising from the application or interpretation of a specific article of this Memorandum of Understanding. “Grievance” is also a dispute arising from an action not covered by the Memorandum of Understanding, but which affects a term and condition of employment as defined in the Meyers-Milias-Brown Act. Provided, the “grievance” does not include disputes regarding management rights, i.e., the merits, necessity, or organization of any service or activity provided by the City, as set out in the Meyers-Milias-Brown Act and as more particularly described in City’s employer-employee organization relations resolution (no. 5249). The City may raise the issue of whether a matter constitutes a grievance during any stage of the grievance process.
- (c) “Immediate Supervisor” is the employee directly supervising the grievant or in his or her absence his or her designee.
- (d) “Day” is a calendar day.

### **7.2 Informal Step**

Before filing a grievance, the grievant shall discuss the matter with his or her immediate supervisor.

### **7.3 Step One**

- (a) If the grievant is not satisfied with the response at the informal step, the grievant shall submit the grievance in writing to his or her immediate supervisor within 14 days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.
- (b) Within 14 days of filing of the grievance, the immediate supervisor shall respond in writing to the grievance.

### **7.4 Step Two**

- (a) If the grievant is not satisfied with the Step One response, the grievant may bring the grievance to the Chief of Police within 14 days of receipt of the Step One response.
- (b) The Chief of Police shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Two.

### **7.5 Step Three**

- (a) If the grievant is not satisfied with the Step Two response, the grievant may bring the grievance to the City Manager within 14 days of receiving the Step Two response.

- (b) The City Manager shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Three.

#### 7.6 City Council

If the grievant is not satisfied with the opinion rendered by the City Manager, he or she may request a hearing before the City Council. The request must be made within 14 days of the opinion rendered by the City Manager. That hearing shall be held as promptly as possible and in any event no more than 30 calendar days from the date of receipt of the request for hearing. The City Council decision is final.

#### 7.7 Release Time

The grievant shall be entitled to release from duty without loss of pay for the hearing of grievance. Other employees may be released from duty without loss of pay to serve as representatives or witnesses. Such releases are subject to the staffing and operational needs of the Department.

#### 7.8 No Discrimination

There shall be no restraint, interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

#### 7.9 Representation

- (a) The employee may be represented by the Association at any step of the grievance.
- (b) An employee is also entitled to represent him/herself individually at any step of the grievance procedure.
- (c) A grievant may not change his or her designation of representative organization, during the processing of a grievance except by mutual agreement of the parties.

#### 7.10 Grievance Withdrawal

By mutual agreement of both parties the grievant and his or her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last took action on the grievance.

#### 7.11 Waiver of Steps

By mutual written consent of both parties any step of the grievance procedure may be waived.

### **ARTICLE 8. SICK LEAVE**

#### 8.1 Sick Leave

- (a) Each full time employee shall accrue eight hours of sick leave per month.
- (b) There shall be no limit on the amount of sick leave that may be accumulated.

#### 8.2 Sick Leave Buy Out

- (a) Upon termination, other than by retirement, the employee shall be entitled to be paid for 50% of his or her accumulated sick leave, up to a maximum of 1,000 hours, at the time of such termination. (Example accumulated 1200 hours, maximum payout is for 500 hours i.e.: ½ of 1,000 hour limit.) Same for b.
- (b) Upon retirement the employee shall be entitled to payment for 50% of any accumulated sick leave, up to a maximum of 1,000 hours, in excess of that for which retirement credit is given.

### 8.3 Personal Necessity and Bereavement Leave.

- (a) Personal Necessity Leave – Employees may use accrued sick leave in the event of the personal illness of a family member, including father, mother, brother, sister, spouse, registered domestic partner, children, step-children, a grandparent, and in-laws.
- (b) Bereavement Leave – Up to a maximum of five days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, step parent, step child, grandparent, in-laws, registered domestic partner, child of or any other member of the immediate household.

## ARTICLE 9. RETIREMENT

### 9.1 Retirement Program

The retirement program for unit members includes the following elements:

- (a) This subsection shall apply only to employees who are not considered “new members” under the Public Employees’ Pensions Reform Act of 2013 (PEPRA) (i.e. “classic members”. CalPERS determines who is a “classic member” within the meaning of PEPRA. The City’s retirement plan shall consist of the following provisions:
  - A “3% at age 50” benefit formula (see Gov. Code 21362.2).
  - Final compensation to be based on the single highest year’s compensation.
- (b) For all employees who are “new members” within the meaning of PEPRA, the City’s retirement plan shall consist of the following provisions:
  - Defined benefit formula of “2.7% at age 57.”
  - Final compensation based on three highest consecutive years.
- (c) Sick leave conversion of 0.004 years of service for each day of accumulated sick leave (see Gov. Code 20965). This benefit is not available for the portion of sick leave cashed out under Article 8.
- (d) “Classic members” will pay the entire twelve percent (12%) member contribution. “New members” will pay 50% of the total normal cost of their retirement benefit. Pursuant to IRC Section 414 (h) (2), the unit members pay their CalPERS contribution on a pre-tax basis.
- (e) Effective in the first full pay period of December 2017 classic members shall contribute three percent (3%) towards the employer contribution towards CalPERS for a total twelve percent (12%) employee contribution.

- (f) 1959 survivor benefit (Fourth Level, Government Code 21574) Employees will pay the continuing cost of \$2.00 per month for each employee.
- (g) Military Service Credit as Public Service option (Government Code Section 21024). An employee may elect to purchase service credit for active military or merchant marine service before employment.

## **ARTICLE 10. HOLIDAYS**

### **10.1 Paid Holidays**

Holidays observed shall be as follows.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Thanksgiving Holiday (the Friday after Thanksgiving)
12. Christmas Day

### **10.2 Holiday Time for Sworn Members**

Holiday time for sworn members working a 12-hour shift will be computed as eight hours employees may use vacation or accrued compensatory time to be paid for the difference between 8 and 12 hours.

## **ARTICLE 11. VACATION**

11.1 Vacation credit is provided as follows:

<b>Full Years of Consecutive Service</b>	<b>Hours Earned per Hour* Paid</b>	<b>Maximum Hours Earned/Year</b>
Less than 5	.0385	80
5	.0577	120
6	.0577	120
7	.0615	128
8	.0615	128
9	.0654	136
10	.0654	136
11	.0692	144
12	.0692	144
13	.0731	152
14	.0731	152
15	.0769	160
16	.0808	168
17	.0846	176
18	.0885	184
19	.0923	192
20+	.0962	200

\*Straight Time Hours Paid

#### 11.2 Vacation Accumulation

Employees may accumulate vacation to a maximum of 400 hours.

#### 11.3 Vacation Use

As long as there is no disruption in service, vacations will be allowed up to one time the annual accrual if the Department approves the vacation. Longer vacations may be approved by the Chief on a case-by-case basis based upon the Chief's determination of operational need. This section may not apply in case of emergency or significant staff shortages.

For vacation requests that coincide with shift bid, members shall make their selection in order of seniority. Members who do not make their selection within 24 hours of the shift bid opening shall be passed and placed at the bottom of the list. The Department shall respond to vacation request no later than seven (7) days from submission of the request. Requests for vacation time off outside the bidding process can be made in hourly increments of at least one hour or more.

#### 11.4 Vacation Buy Back

Regular employees with over five years of service may elect to cash out up to 40 hours of their vacation in any calendar year if the following conditions are met:

- (a) The employee has used (taken) at least 40 hours of vacation during the preceding calendar year.
- (b) The employee must have at least 40 hours of vacation remaining after the "cash out" of some of his or her vacation.
- (c) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the



employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

## **ARTICLE 12. HOURS AND OVERTIME**

### 12.1 Shift Hours

- (a) The Chief of Police or designee shall have full authority to schedule employees to regular patrol shifts of 10 or 12 hours in length or a combination of the two.
- (b) Officers assigned to designated traffic enforcement or School Resource are not included in "regular patrol" shifts.
- (c) The Chief of Police shall have the full authority to change employee schedules and shifts in the best interest of the City,
- (d) The Chief shall provide at least 21- days' notice and an opportunity to meet prior to implementing a new shift that does not currently exist.

### 12.2 Overtime

#### 12.2.1 Contractual Overtime

Employees are entitled to overtime compensation at a rate of one and one-half times their hourly base rate for hours worked in excess of their regularly scheduled shift.

#### 12.2.2 FLSA Overtime

The Pacific Grove Police Department has established a regularly recurring work period of fourteen (14) consecutive days for all eligible law enforcement personnel, regardless of rank, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

Notwithstanding contractual overtime requirements set forth in this MOU the FLSA overtime threshold for the 14-day 207(k) work period is 86 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 14-day 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 14-day work period exceed 86.

### 12.3 Lunch Breaks

- (a) Safety personnel assigned to 8-hour shifts and 10-hour shifts shall receive a paid 30-minute lunch period within their shifts.
  - i. That lunch period may be interrupted to respond to emergencies.
- (b) Safety personnel assigned to 12-hour shifts shall receive two paid 30-minute lunch periods.
  - i. Those lunch periods may be interrupted to respond to emergencies.

### 12.4 Call Back and Holdover

Except as provided in Section 12.5, an employee shall be credited with a minimum of two hours of pay at time and one-half if the employee is called back to work. An employee shall be credited with time and one-half for a shift extension period.

## 12.5 Court Time

- (a) An employee called back to appear in court shall receive a minimum of four hours pay or compensatory time off at time and one-half for each appearance.
- (b) If the off duty employee is scheduled to appear at two or more court appearances, and those appearances are scheduled two or more hours apart, the officer shall receive not less than four hours pay or compensatory time off at time and one-half for each appearance.
- (c) If the off duty officer is scheduled to appear at two or more court appearances, and those appearances are scheduled less than two hours apart, the officer shall receive a minimum of four hours at time and one-half with the overtime commencing at the earliest subpoena time.
- (d) In no case will there be double compensation for overlapping court hours.
- (e) If the off duty officer is scheduled to appear in court and is told he/she is on standby, he/she will have two options as follows:

### Option one:

Standby will be treated as court time from the time the officer reports to the Police Department for duty. The officer will be eligible for compensation at time and one-half for the time he/she is on duty in the Department. During such periods of standby in the Police Department, the officer will be assigned to perform such other duties as directed by the Police Chief. It will be the officer's responsibility to ascertain when he/she must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.

### Option two:

If not reporting for duty, such standby shall be on an unrestricted call back basis. During such unrestricted standby the officer will be entitled to compensation at straight time until he/she is released or reports to court. The officer must report his or her status to the Department at the beginning of the standby. It will be the officer's responsibility to ascertain when he/she must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.

Note, options 1 & 2 shall be at the direction of the on duty watch commander.

- (f) It will be the subpoenaed officer's responsibility to check with the Department, either by telephone or in person, after 1800 hours on the day prior to a court date to determine if the Department has been notified that the subpoenaed officer's court appearance has been canceled.
- (g) The Department will attempt to notify the officer by telephone.
- (h) The subpoenaed officer must re-verify the status of the trial by calling the Court Coordinator of the District Attorney's Office after 8:00 a.m. on the date of the trial.

- (i) In all instances, the subpoenaed officer is responsible for appearing in court when required.

## 12.6 Compensatory Time Off

- (a) Compensatory time off may be granted at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is due.
- (b) Accumulation of compensatory time will be limited to 250.
- (c) A compensatory time account will be maintained for each Association member.
- (d) When the balance in the account is in excess of 250, no further compensatory time will be accrued until the balance in the account is reduced below 250 hours.
- (e) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of accrued comp time the employee irrevocably elected to cash out in the prior year. However, if the employee's accrued comp time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of comp time the employee has accrued at the time of the cash out.
- (f) At no time shall payments be made that are in excess of the account balance as of the request date.

## 12.7 Investigated Call Back/On-Call

Detectives and Investigators, when assigned shall be on unrestricted "call back/on-call" status on a rotational basis so that at least one is always available to meet the departmental needs outside of regular working hours. Detectives and Investigators assigned to "call back/on-call" status will receive \$200 per week which may be paid at a prorated daily rate as needed. Weekly call back/on-call begins at 12:00 midnight on Friday and ends at 11:59 PM the following Thursday.

- (a) With the exception of on call members, members of the association who are issued telephones are not required to check their telephones while off duty and therefore are not authorized to work overtime to check their telephones.

## ARTICLE 13. UNIFORM ALLOWANCE

### 13.1 Uniform Allowance

A uniform allowance of \$92.50 per month shall be paid.

### 13.2 Uniform Patches

The City will provide police department patches for each newly hired member, and as needed thereafter.

## ARTICLE 14. SAFETY EQUIPMENT

### 14.1 General Policy

- (a) The City will purchase and supply safety equipment. Equipment purchased by the employee shall be approved by the Chief of Police or designee. The employee will be responsible for all care and maintenance.
- (b) All items of personal equipment and clothing will be replaced or repaired by the City if damaged in performing normal duties.

### 14.2 Equipment Furnished

The equipment furnished safety personnel is as stated in EXHIBIT A.

## ARTICLE 15. HEALTH INSURANCE

### 15.1 City Paid Premium and Special Optional Benefits

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ["PEMHCA"], for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.
- (b) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.
- (c) Cafeteria Plan Benefit for Eligible Active Employees: In addition to the PEMHCA contribution set forth above, effective beginning December of 2018, the City will contribute up to \$1,200 per month towards the health care premium for plans offered by the City for eligible employees. This contribution applies towards employee only, employee plus one dependent and employee plus family coverage levels. Employees who chose plans that are more expensive than the PERS Choice or equivalent option will have the additional premium costs paid through a payroll deduction. This amount will be provided to active employees through the City's Internal Revenue Code Section 125 cafeteria plan.
- (d) Effective the first full pay period in December 2020 for January 2021 premiums, the City will contribute according to the below plan enrollment levels:

<b>Plan Enrollment Level</b>	<b>Monthly Employer Contribution (amount excludes PEMCHA)</b>
Employee Only	\$950
Employee + 1 Dependent	\$1,300
Employee + 2 or More Dependents	\$1,600

### 15.2 Long Term Disability

The City will contribute \$24.50/month per employee to the Association sponsored LTD plan.

### 15.3 Inoculations

When not an allowable cost under the City health insurance plan, other health insurance plan of the member, or when the cost is only partially covered under such plan, the City will pay up to the full cost of the member's Hepatitis "B" inoculations, when the member so elects to receive this inoculation.

15.4 An employee may opt out of City-offered medical plans in accordance with this section and must provide the following:

- (a) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period");

And

- (b) the employee signs an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. An opt-out payment cannot be chosen if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

#### 15.5 Affordable Care Act Reopener

The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Association and its members – the City employees. This reopener is limited to the impact of the Affordable Care Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits.

### **ARTICLE 16. COMPENSATION**

#### 16.1 Current Salary

Effective July 11, 2021, Steps F and G shall be added to the regular salary schedule and progression to steps F and G shall be governed by Section 16.3 (Step increases). Bargaining unit employees who already qualify for advancement to Step F shall be placed on step F effective with the July 11, 2021 payroll cycle. Bargaining unit employees who already qualify for advancement to Step G shall be placed on step G effective with the July 11, 2021 payroll cycle. Employees who receive a step increase effective July 11, 2021 shall have their anniversary date for step increases adjusted to July 11th.

#### 16.2 Specialty Pay

It is understood and agreed that specialty assignments are not deemed to be promotional and are at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure. Upon such rotation to and from the specialty assignment compensation and hours will be adjusted as provided in this Agreement. Specialty pay is pensionable as determined by CalPERS.

##### 16.2.1 FTO Training Premium

FTO's shall receive 5% in salary when they are assigned FTO duties by the Chief or designee. FTO duties may be assigned either full time or on an as need basis as determined by the Chief. Corporals are assigned to FTO duties full-time.

#### 16.2.2 Designated Traffic Enforcement Pay

- (a) Police Officers, while assigned to designated traffic enforcement shall receive an additional 5% of their base salary. Unit members are eligible for this specialty pay only when specifically assigned to such duty by the Chief and not for performing traffic duties as related to law enforcement. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) It is understood and agreed that assignment to a designated traffic enforcement unit is not deemed to be promotional and is at the discretion of the Police Chief. It is further understood that pay for being assigned to a designated traffic enforcement unit is provided as a special assignment pay and is not provided for riding a motorcycle while assigned to regular patrol. Designated traffic enforcement assignments will be rotated from time to time. Such rotation is not subject to the grievance procedure.
- (c) Upon rotation to and from assignment to a designated traffic enforcement unit, compensation and hours will be adjusted as provided in this agreement. When there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

#### 16.2.3 School Resource Officer Duty Pay

- (a) Police Officers, while assigned, as the School Resource Officer shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) It is understood and agreed that assignment of School Resource Officer is not deemed to be promotional and is at the discretion of the Police Chief. Such assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure.
- (c) Upon rotation to and from assignment as School Resource Officer, compensation and hours will be adjusted as provided in this agreement. Where there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

#### 16.2.4 Detective Division Premium

- (a) Bargaining unit members who are routinely and consistently assigned to a detective or investigative division, shall receive an additional 5% in base salary.

#### 16.3 Step Increases

- (a) Step increases must be based upon performance and goal achievements not solely longevity. These increases will be based upon each individual's overall performance as reflected in the most recent performance evaluation.
- (b) Employees are eligible for a step increase on their anniversary or new classification date following completion of 2,080 hours of paid service, whichever is longer. Time spent on legally protected leaves of absence such as FMLA or CFRA count towards step increase eligibility.

#### 16.4 Educational Incentive Pay

Members are eligible for additional compensation as provided in this section.

- (a) Upon compliance with this Section, eligible members shall receive an amount equal to 2.5% of their base pay upon satisfactory completion of 30 semester units of college level, job-related or general education courses that count towards a degree from an accredited college or university as approved by the Police Chief.
- (b) An amount equal to an additional 2.5% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of an AA, BA, MA, MS or LLB degree major from an accredited college or university as defined below.
- (c) Bargaining unit members shall be eligible for a total of 5% under this section 16.4.
- (d) Definitions
  - i. “Base pay” for the purpose of this section 16.5 means the hourly salary as set forth herein for the range and step of the eligible person and shall specifically exclude any compensation received for overtime, clothing allowance or other fringe benefits.
  - ii. “Satisfactory completion” means a grade of “C” or better in each course.
  - iii. “College level” means any post-high school college or university accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or counties, or which has the prior approval of the City Manager.
  - iv. “Job-related” means any academic course related to technical police science skills. The determination of the Chief of Police of the eligibility of any course shall be final. In the case of doubt the employee shall request the written determination of the Chief of Police in advance of enrollment in the course.
- (e) No person shall be eligible for the benefits under this Section unless and until he/she has satisfactorily completed the FTO period. Units completed prior to employment with the City of Pacific Grove, or during the probationary period, shall be considered in determining eligibility, provided the other requirements of this Section are met.
- (f) Prior to the payment of compensation under this Section, eligible employees shall submit a list of courses and credits to the department head on forms provided by the Chief of Police, together with the transcripts or other proof of satisfactory completion as may be required.
- (g) Payment for Educational Pay shall be determined as the first pay period following the final qualifying event as outlined in (a) or (b). Final Qualifying Event for college or university education the date the degree is issued. Except under unusual circumstances beyond the control of the member, retroactive payment of Educational Pay shall not exceed six months.
- (h) Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in subsection (a) of this Section shall lose the compensation.
- (i) All such courses may be taken by the employee during off-duty hours.

### 16.5 POST Certificate Pay

Bargaining unit members are eligible to receive POST Certificate pay equal to 5% of their base pay for the attainment of the qualifications as defined in the following paragraphs:

- (a) Intermediate P.O.S.T (2.5%)
- (b) Advance P.O.S.T (2.5%)
- (c) Final Qualifying Event for P.O.S.T. shall be the date of issue of the P.O.S.T. certificate.

### 16.6 Shift Differential

Members regularly assigned to a shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall receive shift differential premium pay equal to 2.5% of the employee's base rate of pay.

### 16.7 Tuition Reimbursement Plan

The purpose of the Tuition Reimbursement Plan is to help defray the cost of the Association Members college education. All such courses shall be taken by the employee during off-duty hours. The Plan is available to those who are enrolled in a college or university that has been approved by the Chief of Police or City Manager and who are seeking a degree not yet obtained.

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,000 for a single fiscal year for the successful completion of any job related courses of college level education following compliance with this section.
- (b) Any such course must have the approval of the Police Chief or the City Manager.
- (c) After the completion of probation, a member may request reimbursement of up to a maximum of \$3,000, which includes \$1,000 for the current year, and the balance above \$1,000 as an advance against future service under the preceding conditions. This constitutes an advance in part, and the part that is advanced must be repaid should the member leave City service prior to serving the requisite time of one year for each \$1,000 so advanced, or pro-rata for fractions thereof.
- (d) Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses.

The Tuition Reimbursement Plan may also be used to attend approved schools or conferences taken by the employee during off-duty hours.

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of a P.O.S.T. certified course or non-P.O.S.T. course that has been approved by the Chief of Police or City Manager.
- (b) Successful completion of a P.O.S.T. certified course shall include receiving the appropriate reimbursement from P.O.S.T. Travel outside the Monterey, San Benito or Santa Cruz Counties shall receive a travel and per diem allowance when such allowance has been approved in advance by the Police Chief or City Manager.



- (c) Payment of the travel and per diem allowance shall count toward the maximum tuition reimbursement of \$1,500 per fiscal year.

**16.8 Physical Fitness Evaluation and Incentive Program**

Members will participate in the City’s fitness program offered to general employees. A maximum of \$1,323.00 may be awarded every fiscal year.

<b>Fitness Level</b>	<b>Score</b>	<b>Compensation</b>
Excellent	100-80	\$1,323.00
Fit	60 – 80	\$882.00
Fair	40- 60	\$441.00
Needs Work	0 – 40	\$0

**ARTICLE 17. OTHER**

**17.1 Personnel Rules and Regulations**

The Association agrees that it has received a copy of the rules and regulations and has met its obligation under law regarding this document.

**17.2 Assigned Training**

- (a) Time spent in assigned training is compensable hours worked.
- (b) Time spent traveling to assigned training is compensable hours worked if the travel occurs during the employee’s normal working hours, regardless of the day of the week.
- (c) An employee must receive prior authorization from the Chief or designee to receive overtime compensation for time spent in assigned training or travelling to or from assigned training.

**17.3 Corporal Assignment:** The Chief may assign bargaining unit members to the Corporal assignment consistent with the needs of the Department. It is understood and agreed that the assignment to Corporal is not deemed to be promotional and is at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time.

**17.4 Travel Per Diem** will be provided in accordance with the City travel policies. Travel reimbursement for POST training shall conform to POST rules.

**17.5 Contracting Out**

The City has the right to contract out bargaining unit services to meet the best interest of the City.

- (a) In the event that the City exercises its right to contract out bargaining unit work, the City shall provide at least 60 day notice and an opportunity to meet and confer on the impacts and effects of this decision.
- (b) The City agrees that no incumbent employee shall be laid off as a result of contracting out under this Section.

**ARTICLE 18. FUTURE NEGOTIATIONS**

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2022, provided that either party may request to meet and confer upon written notice given to the other party.


The parties therefore agree to waive any and all rights or obligations to meet and confer until a reasonable period prior to June 30, 2022.


CITY OF PACIFIC GROVE


PACIFIC GROVE POLICE OFFICERS’ ASSOCIATION.


By:

By:

  
Bill Peake (Jul 9, 2021 13:04 PDT)  
Bill Peake, Mayor

  
Saul Rodriguez (Jul 14, 2021 09:06 PDT)  
Saul Rodriguez, POA President

  
City Manager Harvey (Jul 9, 2021 12:43 PDT)  
Benjamin Harvey, City Manager

  
Eric Azarvand, Labor Relations Consultant  
Mastagni Holstedt

Date: Jul 9, 2021

Date: Jul 9, 2021

## Exhibit A

Item	Quantity	Description
1	1	Vest
1	1	Outer Vest
2	1	pistol with case
3	1	weapon manual
4	2	Spare ammo clips
5	1	Double magazine pouch
6	1	Duty belt
7	1	Hi-Ride holster
8	1	Inner trouser belt
9	1	Baton holder
10	1	Handcuff case
11	1	Glove case
12	1	Chemical spray case
13	4	Belt keepers
14	1	Baton – 36”
15	1	Chemical spray weapon
16	1	Handcuffs with 2 keys
17	1	Rain coat with police star
18	1	Rain pants
19	1	Rain cap cover
20	1	Police Badge – Uniform
21	1	Police Badge – Cap












# 2021 -2022 POA MOU


Final Audit Report

2021-07-14

Created:	2021-07-09
By:	Leticia Livian (llivian@cityofpacificgrove.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2rOgFXZ87kZ2TPWwJNkA07mVjEFYpZp7

## "2021 -2022 POA MOU" History

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-  Document emailed to City Manager Harvey (citymanager@cityofpacificgrove.org) for signature  
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Signature Date: 2021-07-14 - 4:06:37 PM GMT - Time Source: server- IP address: 166.137.163.58

 Agreement completed.

2021-07-14 - 4:06:37 PM GMT