

**Memorandum of Understanding  
Between the City of Pittsburg and the Pittsburg Police Managers Group  
July 1, 2022 through June 30, 2025**

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**Memorandum of Understanding  
Between the City of Pittsburg and the Pittsburg Police Managers Group  
July 1, 2022 through June 30, 2025**

Representatives of the Pittsburg Police Managers Group and the City of Pittsburg have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The legal relationship between the City of Pittsburg ("City"), its employees, and the Pittsburg Police Managers Group ("PMG") is governed by the Meyers-Milias-Brown Act (California Government Code sections 3500, et seq.), the City Municipal Code, the City Personnel Rules and Regulations, and this Memorandum of Understanding. Whenever this Memorandum of Understanding contains a provision relating to the subject matter which is also referred to in the Personnel Rules and Regulations or any other city ordinance, the provisions of this Memorandum of Understanding shall prevail.

This Memorandum of Understanding shall be presented to the City Council of the City of Pittsburg as the joint recommendation of the undersigned parties for the term set forth hereinafter.

**1. Recognition**

**1.1 Association Recognition**

The Pittsburg Police Managers Group, hereinafter referred to as "PMG" is the exclusively recognized employee organization for the following positions:

- Police Lieutenant
- Police Captain

**1.2 City Recognition**

The City Manager, as the Employer Relations Officer, or any management representative duly authorized by the City Manager, is the representative of the City of Pittsburg, hereinafter referred to as the "City."

**2. Term**

This Memorandum of Understanding shall be in effect July 1, 2022, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, 2025 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, 2025 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

### **3. Association Security**

#### **3.1 Association Membership**

Consistent with California Government Code Section 3500 et. Seq. and the provisions of the City's Employer-Employee Organization Relations Ordinance, employees shall have the right to form, join and participate in the activities of a recognized employee organization, free from interference and discrimination, for the purpose of representation on all matters of employer-employee relations.

Employees covered by this Memorandum of Understanding may, at their own choosing, be members of the PMG. Employees covered by this Memorandum of Understanding shall not, as a condition of employment, be required to be members of the PMG.

#### **3.2 Dues Deduction**

The City shall, in all appropriate cases, implement a voluntary deduction from pay for all employees within the bargaining unit for PMG dues.

If after an employee's involuntary and insurance premium deductions are made in any pay period, including medical insurance, dental insurance, Social Security, Medicare, tax withholding, garnishment, judgment or governmental level, and the balance is not sufficient to pay the deduction of PMG dues, then no such deduction shall be made for that current pay period.

#### **3.3 Hold Harmless**

PMG shall indemnify, defend, and save the City of Pittsburg, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City regarding Association Membership and/or Dues Deduction. The PMG shall reimburse the City for legal fees and costs incurred by the City in responding to or defending against such claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and all costs and preparation time, to and including the reserved right of the City to select counsel of its own choice.

#### **3.4 Bulletin Boards and Meeting Rooms**

PMG shall be permitted to post notices of official PMG business on designated bulletin board(s). PMG shall be permitted to use City meeting rooms in conformance with Pittsburg Municipal Code Section 2.53.130.

#### **3.5 Release Time**

The City agrees to provide an adequate and reasonable amount of release time for designated officers and representatives of PMG to conduct, with the City Manager's or his/her designee's approval, PMG business and to engage in meet and confer sessions with official representatives of the City.

#### **4. City Rights**

The rights of the City, include but are not limited to, a) the exclusive right to determine the mission of its constituent departments, commissions, and boards; b) to set standards of service; c) determine the procedures and standards of selection for employment; d) to direct, discipline and discharge its employees in accordance with law and existing ordinances, rules and regulations; e) to relieve its employees from duty because of lack of work or for other lawful reasons; f) to determine the content of job classifications; g) to determine the methods, means, number and kind of personnel by which its operations are to be conducted, including the performance thereof by subcontract; h) to administer the City's personnel system; i) to maintain the efficiency of governmental operations; j) to take all necessary actions to carry out its mission in emergencies; k) to exercise complete control and discretion over its organization and the technology of performing its work; l) to determine methods of financing.

In the event that the exercise of one or more of these rights results in an impact on wages, hours or other terms and conditions of employment, as defined in California Government Code Section 3505, the City shall meet and confer with the recognized employee organization(s).

#### **5. Salaries**

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

##### **5.1 Cost of Living Adjustments**

- Effective the first full pay period following July 1, 2022: 4.0%
- Effective the first full pay period following July 1, 2023: 4.0%
- Effective the first full pay period following July 1, 2024: 4.0%

Conversion of Education Incentive

In recognition of the reduction in Education Incentive Premiums as part of the 2022-25 MOU, salary ranges for represented classifications shall be increased by an additional 2.0% effective the first full pay period following July 1, 2022. This increase and the COLA shall be additive, resulting in a total increase of 6.0% in fiscal year 2022-23.

#### **6. Benefits**

##### **6.1 Medical Insurance**

The City offers medical insurance through Kaiser Permanente and non-Kaiser HMO plan.

Effective January 1, 2018, the copay for physician visits shall be fifteen dollars (\$15) and the copay for brand prescriptions shall be twenty dollars (\$20). The copay for other services shall be as prescribed by the health insurance company.

Health Flexible Spending Account

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of one hundred dollars (\$100) to a health flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to one hundred dollars (\$100) to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of two hundred dollars (\$200). Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

City contribution toward Kaiser Permanente

For employees and family members participating in Kaiser Permanente, the City contributes one hundred percent (100%) of the medical insurance premium of the Kaiser Permanente plan for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family).

City's contribution toward Non-Kaiser HMO Plan For employees and family members participating in a City non-Kaiser HMO Plan, the City contributes one hundred percent (100%) of the medical insurance premium of the Kaiser Permanente plan plus one-third (1/3) of the difference, if the non-Kaiser HMO Plan is more expensive than Kaiser, between a non-Kaiser HMO\_Plan and Kaiser Permanente for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family). In the event the City's contribution toward medical insurance is less than the required premium, then the difference shall be deducted from the employee's pay.

City's contribution for regular part-time employees

The City's medical insurance premium contribution shall be pro-rated for represented part-time employees.

6.2 Retiree Medical Insurance

For regular employees hired before September 15, 2007 the City shall continue to provide full-time regular employees the current contribution/reimbursements toward retiree medical insurance for the duration of their employment as set forth in Sections 6.2.A1 through 6.2.A7. The City recognizes that employees hired prior to September 15, 2007 and covered by this MOU, have specifically bargained for, and provided consideration for the guarantee of continued retiree medical benefits set forth herein. The parties agree that such retiree medical benefits cannot be altered absent mutual agreement of the parties in a manner consistent with the bylaws of the Association.

**A. Effective for those regular employees hired before September 15, 2007 the City provides contribution/reimbursement toward retiree medical insurance as follows<sup>1</sup>:**

- 1. Retired employee with a minimum of five (5) but fewer than fifteen (15) years of full-time regular City service (includes employees receiving a disability retirement from the City) and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or**
- 2. Retired safety employees who retire with an industrial disability retirement with fewer than fifteen (15) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or**
- 3. Retiree employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or**
- 4. Retired safety employees with a minimum of twenty (20) years of full-time regular City service and their spouse shall receive one hundred percent (100%) coverage for the retiree and eligible spouse. Coverage premiums to be capped at the level of the higher of the two least expensive City medical plans.**
- 5. Retirees meeting the following criteria will be reimbursed one hundred percent (100%) of their actual medical premium (retiree only or retiree and spouse, whichever is applicable), to a maximum amount of the City's Kaiser early retiree rate:**
  - Must have been employed by the City of Pittsburg for a minimum of ten (10) years of continuous regular full-time employment at the time of concurrent service connected disability retirement.**
  - Must be separated from the City of Pittsburg with a concurrent service connected disability retirement.**

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<sup>1</sup> Enrollment in the retiree medical plan is not required at the time of retirement. Eligible retirees may choose to enroll at a later date during open enrollment, or a qualifying event as defined by the medical plan.



- At the time of concurrent separation from City service and retirement, must be disabled to the extent the retired employee is unable to work in any capacity.
- Within one hundred eighty (180) days of concurrent separation/retirement the retired employee must possess and provide the City with a copy of a declaration from the City's long term disability benefit carrier or the Social Security Administration that the retiree is unable to work in any capacity. (The City reserves the right to request annual re-certification.)
- If the retiree does not have this declaration at the time of separation/retirement he/she will receive the benefit as defined in this section during the one hundred eighty (180) day window period to provide said declaration. If the retiree is deemed ineligible, or if he/she does not provide the required declaration within the one hundred eighty (180) day window period, then his/her medical benefit/reimbursement reverts to that level the retiree is eligible for based on his/her years of service with the City, without regard to the type of retirement obtained. In that event, the retiree is responsible for reimbursing the City for the difference between the one hundred percent (100%) benefit received during the one hundred eighty (180) day period and the amount he/she would have received based on his/her years of service.
- The provisions of this section are to apply to those employees who retire on or following the effective date of this Agreement.

Effective June 30, 2023, this Memorandum of Understanding shall reopen on the issue of Retiree Medical Insurance (Section 6.2). The Parties will meet to study and evaluate the sustainability of the existing retiree medical insurance program and to consider changes to the program. Any changes will be by mutual agreement only.

6. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
- a. Retirees who do not retire directly from City service; or
  - b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
  - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

- d. **Retirees who fail to comply with any requirements as described in ‘verifications’; or**
  - e. **Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or**
7. **Verification – Proof of medical insurance coverage must be submitted annually by those retired employees and their spouses who purchase their medical insurance through a source other than the City’s medical insurance providers. Retired employees and spouses of deceased employees must submit annual verification, on a form furnished by City, of continued eligibility.**
- B. **Effective for those regular employees hired on or after September 15, 2007 and before July 1, 2011 the City provides contribution/reimbursement toward retiree medical insurance as follows<sup>2</sup>:**
- 1. **Retired safety employees who retire with an industrial disability retirement with fewer than fifteen (15) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month (retiree or retiree and spouse, whichever is applicable); or**
  - 2. **Retired employee with a minimum of ten (10) but fewer than fifteen (15) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or twenty-five percent (25%) of the early retiree Kaiser premium per month; or**
  - 3. **Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service and his/her surviving spouse shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the early retiree Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month; or**
  - 4. **Retired employee with a minimum of twenty (20) years of full-time regular City service and his/her spouse shall one hundred percent (100%) coverage for the retiree and eligible spouse. Coverage premiums to be capped at the level of the higher of the two least expensive City early retiree medical plans.**

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<sup>2</sup> Enrollment in the retiree medical plan is not required at the time of retirement. Eligible retirees may choose to enroll at a later date during open enrollment, or a qualifying event as defined by the medical plan.

5. **At Medicare eligibility the City's contribution toward retiree health insurance changes from the early retiree premium to the Medicare supplement premium.**
6. **Exclusions – The benefits described above shall apply to all employees hired after September 15, 2007 and before July 1, 2011 for the following exclusions:**
  - a. **Retirees who do not retire directly from City service; or**
  - b. **Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or**
  - c. **Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or**
  - d. **Retirees who fail to comply with any requirements as described in 'verifications'; or**
  - e. **Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or**
7. **Verification – Proof of medical insurance coverage must be submitted annually by those retired employees and their spouses who purchase their medical insurance through a source other than the City's medical insurance providers. Retired employees and spouses of deceased employees must submit annual verification, on a form furnished by City, of continued eligibility.**

**C. Effective for those regular employees hired on or after July 1, 2011 the City provides a Retirement Health Savings (RHS) Plan with a monthly employer contribution of seventy-five dollars (\$75) per month and a required employee contribution of seventy-five dollars (\$75) per month, both contributions beginning January 1, 2012. The City shall prepare the RHS plan document and meet and consult with the Association prior to the January 1, 2012 implementation of the RHS.**

**The intended RHS is designed exclusively for employees hired on or after July 1, 2011, includes a mandatory employer and mandatory employee contribution, and ICMA-RC permits the City's participation in the RHS (without offering the ICMA-RC 457 deferred compensation plan). In the event all of these elements are not possible, then the City and the Association shall meet and confer for a substitute defined contribution retiree health program for employees hired on or after July 1,**

2011. In the event, however, the City and Association are unable to reach agreement on a replacement retirement health program for employees hired on or after July 1, 2011 then the City shall make a matching contribution of up to seventy-five dollars (\$75) per month into the existing Internal Revenue Code 457 deferred compensation plan provided; however, the employee contributions under this section are considered retiree medical contributions and are not eligible for the deferred compensation match provided elsewhere in this collective bargaining agreement.

The City and the Association, upon request from the Association, agree to discuss a required contribution from "termination pay" (vacation and/or compensatory time off payable upon the employee's separation from employment) to the RHS Plan.

D. Employees hired before July 1, 2011 may not opt to enroll in the Retirement Health Savings (RHS) plan at their own expense and no City funds will be contributed to the RHS plan for employees hired prior to July 1, 2011.

### 6.3 Dental Insurance

The City shall maintain the existing dental insurance benefits throughout the term of this Agreement. The City shall contribute all dental insurance premiums on behalf of represented full-time employees. The City's dental insurance premium contribution shall be pro-rated for represented part-time employees.

An employee and the employee's spouse who have maintained COBRA dental coverage throughout the entire COBRA period may continue on the City's dental insurance beyond the COBRA period by paying the COBRA dental insurance premium rate; provided, however, that the employee concurrently retired from the City and CalPERS. The retired employee and his/her spouse may continue until the retired employee dies, the retired employee voluntarily withdraws from the program, or the retired employee is involuntarily removed from the program (example, late or non-payment of premium).

### 6.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage shall have a City monthly contribution of either two hundred dollars (\$200) for single coverage, three hundred (\$300) for dual coverage or five hundred dollars (\$500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has dental insurance coverage as a result of being an eligible dependent on another family member's plan shall have a City monthly contribution of twenty-five dollars (\$25).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

**6.5 Life Insurance**

Effective June 1, 2005 the life insurance shall be in the amount of one hundred thousand dollars (\$100,000).

A regular part-time Lieutenant represented by this bargaining unit shall be insured under a PORAC group policy paid by the City in the amount of twenty-five thousand dollars (\$25,000).

A regular part-time Captain represented by this bargaining unit shall be insured under the group life insurance policy as is provided to the City's other management employees paid by the City in the amount of twenty-five thousand dollars (\$25,000).

**6.6 Long-Term and/or Short-Term Disability Insurance**

A regular Police Lieutenant shall be insured under the existing PORAC long-term and short-term group disability insurance policy paid by the City.

A regular Police Lieutenant shall pay the monthly PORAC group disability insurance premium through a bi-weekly, after-tax payroll deduction.

Effective September 1, 2019. The City shall issue insured Police Lieutenants with a group disability insurance premium reimbursement of twenty dollars (\$20) per month.

A regular Police Captain shall be insured, at the City's expense, under the long-term disability insurance plan as is provided to the City's other management employees.

**6.7 State Disability Insurance**

The City does not participate in the State Disability Insurance program for employees represented by the bargaining unit.

**6.8 Deferred Compensation**

The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one hundred dollars (\$100) per month.

**A. 457 Catch Up Plan**

Employees who are within the requirements for the IRS approved 457 "catch up plan" will be able to, effective July 1, 2022, deposit the equivalent cost of up to one hundred-fifty (150) hours of vacation into the employees deferred compensation

plan. This amount cannot exceed total contribution limits outlined by the IRS. Qualified bargaining unit members may make this contribution by filing an election in the months of July 2022, July 2023, and July 2024. This provision will sunset on June 30, 2025 subject to the parties' ability to continue the program by mutual agreement as part of successor MOU negotiations.

## **6.9 Retirement**

**All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).**

- A. Hired before October 30, 2011  
All represented employees are covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 3% at 50 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide and maintain the following enhancements to the basic PERS 3% at 50 formula:

1. One Year Final Compensation (Section 20042)
2. Annual Cost-of-Living Increase at 3% (Section 21335)
3. Military Service Credit as Public Service (Section 21024)
4. Credit for Unused Sick Leave (Section 20965)
5. Fourth Level 1959 Survivor Benefits (Section 21574)
6. Effective June 17, 2007 through July 9, 2011: EPMC as Additional Compensation (Section 20691). Effective July 10, 2011 the City shall not report EPMC as additional compensation.

Of the required employee share for retirement benefits, the employee shall pay from his/her salary to the PERS system, as provided under IRC § 414(h)(2):

1. effective July 8, 2012 the employee will pay two percent (2%) from his/her salary of the required employee contribution to the PERS system;
2. effective July 7, 2013 the employee will pay an additional two percent (2%) from his/her salary, for a total of four percent (4%), of the required employee contribution to the PERS system.
3. effective July 6, 2014 the employee will pay an additional two percent (2%) from his/her salary, for a total of six percent (6%), of the required employee contribution to the PERS system

4. effective July 5, 2015 the employee will pay an additional two percent (2%) from his/her salary, for a total of eight percent (8%), of the required employee contribution to the PERS system
5. effective July 3, 2016 the employee will pay an additional two percent (2%) from his/her salary, for a total of nine percent (9%), of the required employee contribution and one-percent (1%) of the employer contribution to the PERS system.<sup>3</sup>
6. effective July 2, 2017, the employee will pay an additional one percent (1%) from his/her salary (9% employee contribution and 2% employer contribution) to CalPERS for a total of 11%.<sup>3</sup>
7. effective July 1, 2018, the employee will pay an additional one percent (1%) from his/her salary (9% employee contribution and 3% employer contribution) to CalPERS for a total of 12%.<sup>3</sup>

The additional employer contribution percentage will only apply to those employees CalPERS defines as classic members. Members who are provided CalPERS benefits consistent with PEPR A will make contributions as detailed in Section 6.9 (C) below.

**B. Hired on or after October 30, 2011**

For implementation as of October 30, 2011 or as reasonably possible thereafter, all represented employees hired by the City of Pittsburg on or following October 30, 2011 and enrolled in the City's safety PERS benefit with an effective date of October 30, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 3% at 55 formula, as described periodically in brochures distributed by PERS.

The City agrees to provide and maintain the following enhancements to the basic 3% at 55 formula:

1. Final compensation based on 3 year average (Section 20037, standard benefit, not enhancement)
2. Annual Cost-of-Living Increase at 2% (Section 21329, standard benefit, not enhancement)
3. Military Service Credit as Public Service (Section 21024)
4. Credit for Unused Sick Leave (Section 20965)
5. Fourth Level 1959 Survivor Benefits (Section 21574)

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<sup>3</sup> The current required employee contribution to CalPERS is 9%. Should the law change to require a higher required employee contribution percentage of 10% or more, the additional 1% PMG employees will contribute towards the employer contribution will be applied towards the required employee portion.

Of the required employee share for retirement benefits, the employee shall pay from his/her salary the entire nine percent (9%) required employee contribution to the PERS system, as provided under IRC § 414(h)(2)1.

1. effective July 3, 2016 the employee will pay an additional one percent (1%) from his/her salary, for a total of ten percent (10%), of the required employee contribution and one-percent (1%) of the employer contribution to the PERS system.<sup>4</sup>
2. effective July 2, 2017, the employee will pay an additional one percent (1%) from his/her salary (9% employee contribution and 2% employer contribution) to CalPERS for a total of eleven percent (11%).<sup>4</sup>
3. effective July 1, 2018, the employee will pay an additional one percent (1%) from his/her salary (9% employee contribution and 3% employer contribution) to CalPERS for a total of twelve percent (12%).<sup>4</sup>

The additional employer contribution percentage will only apply to those employees CalPERS defines as classic members. Members who are provided CalPERS benefits consistent with PEPRA will make contributions as detailed in Section 6.9 (C) below.

- C. Hired on or after January 1, 2013  
For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2.7% at 57 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay 50% of the normal costs.

For all employees

The salary ranges for all employees have been increased two dollars (\$2). Of the required employee share for 1959 Survivor Benefits, the employee shall pay his/her full share and the employer shall pay its full share.

6.10 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of tuition charges and fees of up to four thousand dollars (\$4,000) per calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse the cost of books, equipment and supplies, of up to five hundred dollars (\$500), annually for approved training.



Courses taken in the pursuit of a higher education degree will only be approved for schools accredited by a regional accrediting organization such as the ACCJC, HLC, MSCHE, NECHE, SACSCOC, WASC, or WSCUC.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C" or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual department budget.

A regular part-time employee shall be eligible for a pro-rated amount of tuition reimbursement.

#### **6.11 Employee Assistance Program**

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident.

#### **6.12 Workers' Compensation**

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California.

#### **6.13 Joint Labor-Management Committee**

The City and the Association agree to participate in a Joint Labor-Management Committee (JLMC), whose purpose is to make recommendations to the City and the Association on health insurance plan design (i.e., not premiums or employer contributions). Although not represented under this collective bargaining agreement, the City shall invite other bargaining units to participate in this JLMC with the parties' intent that there is a single Labor-Management Committee with this defined purpose. There shall be no change to the existing benefit levels absent mutual agreement of the parties. Following a recommendation to the City by the committee in May 2015, the City and Association agree to amend Section 6.1 – Medical Insurance, to implement any committee recommendation(s) that the City and all effected labor units (including this unit) agree to implement.

### **7. Incentives and Differentials**

#### **7.1 Uniform Allowance**

The annual uniform allowance is one thousand dollars (\$1,000). The uniform allowance is prorated every pay period with a regular paycheck.

The Chief of Police shall prescribe minimum standards of appearance for police department employees. Different standards may be applied to different classes, depending upon the type of work required of the employees. Employees shall be neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

If the City provides at City expense either a uniform allowance or uniforms, the Chief of Police shall ordinarily require the employee to wear the prescribed uniform on duty. The Chief of Police may require some employees who receive uniform allowances or who are furnished with uniforms, to wear other clothing on duty, either regularly or occasionally, if the needs of the department require it.

## **7.2 Working Out of Classification**

Department heads may, from time to time, because of vacancies, leaves of absence and other reasons, require an employee to work in a position which has a higher rate of pay than the employee's regular position. Whenever such an assignment lasts longer than one (1) working day, the employee's pay shall be adjusted for the second and subsequent days of such assignment. For the second and subsequent days, the employee's pay shall be at that rate the employee would receive were he/she promoted to the higher paying position.

For the purpose of this section, a "day" shall be defined as a working day. Holidays, days off, and off duty and standby shifts shall not be considered as interrupting the consecutiveness between the first and second day of working out of classification.

This section shall apply only to full-time substitution in a position, involving a temporary abandonment of the employee's regular work.

Every instance involving extra pay to an employee for working in a higher classification must have the approval of the City Manager or the Human Resources Manager/Director.

## **7.3 Education Incentive**

- a. Eliminate Education Incentive for Bachelors Degree and make Bachelors Degree a Minimum Qualification for Lieutenant.
- b. For bargaining unit members who first qualify for Education Incentive in the PMG bargaining unit after June 30, 2022:
  - I. Reduce Education Incentive for Masters Degree from 10% (including 5% for Bachelor's Degree) to 2.5% (i.e., MA results in 2.5% Education Incentive with no additional incentive for BA).
  - II. Courses taken in the pursuit of a higher education degree will only be approved for schools accredited by a regional accrediting organization such as the ACCJC, HLC, MSCHE, NECHE, SACSCOC, WASC, or WSCUC. However, employees who (1) are POA or PMG bargaining unit members, (2) are enrolled in coursework for a Masters program on or before July 1, 2022, and (3) earn a Masters degree on or before

December 31, 2023, will qualify for this benefit so long as the degree is from an accredited college or university recognized by POST.

- c. Bargaining Unit employees who earned a Bachelors or Masters Degree and were receiving Education Incentive as a member of the PMG bargaining unit prior to July 1, 2022 will continue to receive the existing Education Incentive.

The City agrees to pay members of this unit POST certification incentives as follows:

1. Effective the first full pay period following July 1, 2022, the additional pays for Intermediate and Advanced POST certificates will be eliminated (for both existing and future bargaining unit members) and the base pay for all bargaining unit classifications will be increased by five percent (5.0%).
2. Effective the pay period following July 1, 2022, an additional two and one-half percent (2.5%) of base pay for possession of a POST Management Certificate for Police Captains. The maximum incentive for POST Management Certificate is 2.5%.
3. Effective the pay period following July 1, 2023, an additional two and one-half percent (2.5%) of base pay for possession of a POST Management Certificate for all bargaining unit classifications (adding Police Lieutenants).
4. An additional two and one-half percent (2.5%) of base pay for completion of Command College or equivalent program pre-approved by the Chief of Police prior to attendance.

(The maximum incentive available is seven and a half percent (7.5%) for Masters Degree, POST Management Certificate and Command College.)

It is understood by both parties that there is a delay between applying for a POST certificate and receiving it. The City shall calculate the education incentive based on when the employee applied and was eligible for it, rather than when it was received. In the event the POST certificate is not granted, then the education incentive will be null and void and any payments to the employee will be reimbursed through payroll deduction.

**7.4 Service Award**

Effective July 2, 2017, the City shall discontinue issuing service awards to employees and implement the Service Achievement Incentive Plan outlined in section 8.1 – Vacation Accrual.

**7.5 Bilingual Pay**

Upon the recommendation of a department director and approval of the Director of Human Resources, an employee who, in the regular course of his/her employment and after successfully passing a City administered oral and written test, uses his/her Spanish bilingual proficiency for the benefit of the City, shall receive bilingual pay of four percent (4%) of the employee's regular straight-time rate of pay.

**7.6 Compounding of Incentives**

Each incentive and differential, including holiday-in-lieu pay, will be based on the employee's base monthly salary.

**8. Vacation**

**8.1 Vacation Accrual**

The vacation accrual rate for regular full-time employees shall be:

<u>Years of City Service</u>	<u>Accrual Rate</u>
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 years	Accrue 5.53 hours per pay period (18 days)
11 years	Accrue 5.84 hours per pay period (19 days)
12 years	Accrue 6.15 hours per pay period (20 days)
13 years	Accrue 6.46 hours per pay period (21 days)
14 years	Accrue 6.76 hours per pay period (22 days)
15-19 years	Accrue 7.07 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified full-time employee.

A. Service Achievement Incentive Plan - The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's reserve vacation bank.

2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's reserve vacation bank.
3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's reserve vacation bank.
4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's reserve vacation bank.
5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
6. Upon initial implementation of the Service Achievement Incentive Plan, effective July 2, 2017:
  - a) Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of twenty (20) hours.
  - b) Employees with ten 10 years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 40 hours<sup>7</sup>. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. Employees may utilize the reserve vacation bank accrued hours in accordance with section 8-4 - Use of Vacation.

## **8.2 Vacation Fronting**

A regular full-time employee shall receive his/her calendar year's vacation accrual in a lump sum on the first paycheck of each year. This practice is also known as "fronting" vacation.

## **8.3 Maximum Vacation Accrual**

The maximum accrual is two times the annual accrual to a maximum of three hundred eighty (380) hours. An employee must be at or below the maximum vacation accrual on the last paycheck of each calendar year.

If an employee is not at or below his/her maximum vacation accrual limit on the last paycheck of each calendar year, then said employee shall receive no vacation accrual until such time as the employee's vacation accrual balance is at or below the maximum vacation accrual limit.

When an employee does bring his/her vacation accrual balance back down at or below the maximum vacation accrual limit, then the employee will receive a proportional amount of accrued vacation. Said amount is determined by taking the number of full pay periods remaining in the calendar year divided by the number of total pay periods for that calendar year and multiplying that ratio to the total number of vacation hours the employee would have earned if the employee had been fronted vacation.

In response to the declared local emergency for COVID-19, any vacation accrual hours in excess of 379.5 hours shall be redistributed into a COVID-19 excess vacation accrual bank on December 31, 2020. Any unused COVID-19 excess vacation accrual bank hours shall have no cash value upon separation and will be lost on December 31, 2021.

#### **8.4 Use of Vacation**

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Double Compensation Prohibited – Employees shall not work for the City during their vacation.
2. When Scheduled – The time at which an employee takes his/her vacation will be determined with due regard for the wishes of the employee, the date of application for a specific vacation period, the department seniority of employees, and with particular regard for the needs of the department.

#### **8.5 Minimum Use**

Employees must use a minimum of forty (40) hours of vacation per year. Any exception to this section must be approved by the City Manager to be eligible for vacation buyback.

#### **8.6 Vacation Buyback**

(a) Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee, the recommendation of the Chief of Police, and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager.

Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year. Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to the Vacation Leave hours accrued in the following

tax year. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. Upon the recommendation of the Chief of Police, the City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be one hundred sixty thousand dollars (\$160,000) per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to one hundred sixty thousand dollars (\$160,000) employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceed one hundred sixty thousand dollars (\$160,000), request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Effective July 1, 2007 the City shall establish a separate twenty thousand dollars (\$20,000) per fiscal year buyback program for all police safety members (including those not represented by the Association). The purpose of this separate account is for those safety members whose qualifying requested vacation buyback was not paid through the City-wide allocation. The City-wide program and the separate police safety members program will have the same annual window period.

To the extent permitted by the law, and so long as there is no negative impact on the Plan's qualified status, individual employees may elect to have payout of Vacation leave deposited directly into the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

If a PMG represented employee's requested and recommended vacation buyback is denied and such denial results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

If a PMG represented employee's scheduled vacation is cancelled by the City after the vacation buyback program's annual window period and such

cancellation results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

- (b) The prior-year pre-election requirement set forth in subdivision (a) will be effective for vacation payouts occurring in Calendar Year 2022 and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in Calendar Year 2022.

### **8.7 Vacation Accrual for Transitioned Employees**

Accumulation for vacation benefits – Employees who have transitioned from temporary status to regular employee status shall accrue vacation benefits based on their total years of service (since their most recent temporary employee hire anniversary). This benefit shall only apply for time spent in full-time temporary employment before their transition to regular appointment.

### **8.8 One-time Transfer to Reserve Vacation Bank**

All employees within this bargaining unit will be eligible for a one-time transfer of a maximum of up to one-hundred and fifty (150) hours from the employee's regular vacation bank to their reserve vacation bank. Such transfer request must be made in December 2014 and will be implemented prior to the final pay-period in 2014.

## **9. Sick Leave**

### **9.1 Sick Leave Accrual**

All full-time regular employees shall accrue 3.69 hours sick leave per pay period (twelve days per year).

All part-time regular employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each pay period exceed 3.69 hours.

Employees may not "borrow" on unearned sick leave. No payment shall be made for accrued and unused sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to PERS service credit.

### **9.2 Personal Necessity Leave**

An employee may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from his/her work to



attend to personal business that cannot be dispensed with during off duty time. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the employee's department head. Personal necessity leave is considered use of sick leave.

### **9.3 Sick Leave Incentive**

A full-time employee who uses no sick leave in any fiscal quarter (based on pay period quarters) shall have four (4) hours credited towards vacation, with a maximum accrual during any one (1) year to be sixteen (16) hours.

Any hours taken under the Emergency/Supplemental Paid Sick Leave Act (up to eighty (80) hours of sick leave for COVID-19 related events) will not disqualify an employee from this sick leave incentive.

## **10. Holidays**

### **10.1 Full-Time Employee Holidays**

All regular full-time employees will be entitled to the following fifteen (15) holidays of eight (8) hours each per year:

<u>Day/Date</u>	<u>Holiday Name</u>
1. January 1	New Year's Day
2. Third Monday in January	Martin Luther King's Birthday
3. February 12	Lincoln's Day
4. Third Monday in February	Washington's Day
5. March 31	Cesar Chavez Day
6. Last Monday in May	Memorial Day
7. July 4	Independence Day
8. First Monday in September	Labor Day
9. Second Monday in October	Columbus Day
10. November 11	Veteran's Day
11. Fourth Thursday in November	Thanksgiving Day
12. Day following Thanksgiving	
13. December 25	Christmas Day
14. Two (2) work days of floating holiday	

An employee hired or promoted to a regular position after June 30<sup>th</sup> shall receive only one (1) day of floating holiday during the first calendar year of such regular position appointment.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

Floating holidays must be taken during the calendar year in which earned or will be lost.

## **10.2 Part-Time Employee Holidays**

All regular part-time employees will be paid on a pro-rated basis depending upon their designated hours of work, for the holidays defined above when such holiday falls on a regularly scheduled work day. All regular part-time employees will receive a pro-rated number of floating holiday hours based on their designated hours of work, and such hours shall be based on the total floating holidays defined above.

## **10.3 Primary Holiday-in-Lieu Pay**

With the exception of the floating holidays, regular full-time employees will receive five percent (5%) of their base pay differential in lieu of the holidays defined above and shall not receive the holiday off. If the holiday falls on the employee's scheduled day of work, then the employee is to work (unless the employee has an approved leave from work). If the holiday falls on the employee's unscheduled day of work, then the employee shall not be docked and will receive the salary differential.

Effective the first full pay period following July 1, 2021, Primary Holiday-in-Lieu pay will be increased from 5.0% to 5.5%.

## **10.4 Alternate Holiday-in-Lieu Pay**

The City Manager and/or Police Chief may designate certain employees to receive the holidays defined above and not to receive the primary holiday-in-lieu pay. Such designated employees shall receive five percent (5%) of base pay for alternate holiday-in-lieu pay and are required to report to work on a holiday without additional compensation when called upon by a supervisor to report to work.

Effective the first full pay period following July 1, 2021, Alternate Holiday-in-Lieu pay will be increased from 5.0% to 5.5%.

## **11. Catastrophic Leave**

### **11.1 Purpose of Catastrophic Leave**

The Catastrophic Leave Program is designed to assist regular employees, regardless of bargaining unit representation, who have exhausted paid time credits due to the employee's or immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

### **11.2 Catastrophic Leave Definitions**

1. Catastrophic Illness or Injury – A medically certified illness, injury, impairment, physical or mental condition of the employee or the employee's

immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.

2. Leave to be donated – Vacation or sick leave.
3. For purposes of the Catastrophic Leave Program, the term “immediate family member” shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

### 11.3 Catastrophic Leave Eligibility

#### 11.3.1 Donors

1. Only regular employees may participate in the Catastrophic Leave Program.
2. Donating employees may not reduce their balance of earned vacation below forty (40) hours or sick leave below forty (40) hours by reason of such donation.

#### 11.3.2 Recipients

1. Only regular employees who are suffering from a catastrophic illness or injury.
2. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
3. All accumulated time, sick leave, vacation time, compensatory time, and other available paid time off balances must have been exhausted.
4. A request for leave of absence without pay for medical reasons has been submitted and approved.
5. Request for participation in the program shall be made on an application for Catastrophic Leave Program form, available from the Human Resources Department.

### 11.4 Catastrophic Leave Procedures

1. Donations must be a minimum of one (1) day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee’s sick leave balance on a hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.

4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to the Human Resources Department.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of one hundred twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

## **12. Bereavement Leave**

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

## **13. Probationary Period**

### **13.1 Objective of the Probationary Period**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the City Manager, City Manager's designee, and/or appointing authority does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

### **13.2 Probationary Period**

All original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment or promotion. Days absent without pay during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring, provided the employee has completed the employee's probationary period in the classification at the time of transfer. During the probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or appointing authority with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The probationary period may exceed twelve (12) months of active duty when the extension is by mutual agreement between the probationer, appointing authority, and (if not the appointing authority) the City Manager. The probationary period shall not exceed eighteen (18) months of active duty.

### **13.3 Promotional Probationary Period**

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

## **14. Layoff**

### **14.1 Layoff Policy**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

### **14.2 Notification**

An employee being laid off shall be given at least fourteen (14) days prior notice.

### **14.3 Employment Status**

In each class, employees shall be laid off according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

#### **14.4 Vacancy and Demotion**

Whenever there is a layoff, the City Manager shall first demote an employee (based upon seniority within the class at the City of Pittsburg) to a regular position vacancy, if any, in a lower class for which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Services Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay.

For the purposes of this layoff, seniority shall be defined as an employee's tenure in a position. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

#### **14.5 Reinstatement List**

The names of all regular and probationary employees laid off shall be placed on a reinstatement list, provided their performance has been satisfactory; said reinstatement list shall remain in effective for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

#### **14.6 Reinstatement**

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.

2. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

## **15. Disciplinary Action**

### **15.1 Disciplinary Action**

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department Heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request another employee or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section.

Any person disciplined shall be immediately notified in writing of such charges or actions, by personal service, via e-mail at the address on file with the City, or U.S. Postal Service mail (or equivalent). Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step.

### **15.2 Disciplinary Action Appeal Procedure for Written Reprimands**

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee

(other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

### **15.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands**

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent) and shall contain the following:

#### **15.3.1 Notice of Proposed Disciplinary Action**

1. A statement of the action proposed to be taken;
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based;
3. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the notice;
4. A copy of materials upon which the proposed action is based;
5. A statement that the employee has seven (7) days to respond to the author of the Notice either orally or in writing.

The employee, upon whom a Notice of Proposed Disciplinary Action has been served, shall have seven (7) days to respond to the author of the Notice orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Notice may extend in writing the period to respond. If the employee's response is not timely filed, or the employee has not requested an extension, the right to respond is lost.

#### **15.3.2 Notice of Discipline**

After the employee has responded to the Notice of Proposed Disciplinary Action, or the time to respond has passed, and if the author of the Notice still determines that discipline is appropriate, then the employee shall be provided with a Notice of Discipline. The Notice of Discipline shall include the following:

1. A statement of the action to be taken and the effective date;
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based;



3. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule or regulation shall be included with the Notice of Discipline or a statement shall be included that copies of said rule or regulation have already been provided to the employee with the Notice of Proposed Disciplinary Action;
4. A copy of materials upon which the action is based or a statement that such materials have already been provided to the employee;
5. A statement addressing the responses to the charges by the employee, if any; and
6. Notification to the employee of his/her right to appeal the imposed discipline.

#### **15.3.3 City Manager Appeal**

Disciplinary actions may be appealed to the City Manager within seven (7) days of receipt of the disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The City Manager's or designee's decision may be appealed to an arbitrator.

In the event the disciplined employee reports directly to the City Manager, or the City Manager issued the written reprimand, or the City Manager initiated the disciplinary action as described within this chapter, then the "City Manager Appeal" shall be heard by the City Attorney.

#### **15.3.4 Arbitrator**

The City Manager's or designee's decision may be appealed to an arbitrator within seven (7) days of receipt of the disciplinary action. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, a representative of the City and the employee shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.

The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the employee. The City

and the employee each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.

When an arbitrator has been selected, the City, employee and arbitrator shall begin the arbitration as expeditiously as possible, but not later than seventy-two (72) days from the selection of the arbitrator. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.

The arbitration shall be closed to the public unless the employee requests in writing a public hearing prior to the time of the hearing.

The arbitrator shall be governed by Government Code Section 6250 *et seq.* and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

The arbitrator may modify or revoke a disciplinary action where just cause for the discipline imposed has not been shown or where a violation or omission of procedure for disciplinary action was made in which resulted in substantial prejudice to the employee.

The decision of the arbitrator shall:

1. Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, and employee; and
2. Be final and binding upon all parties; and
3. Recite the basis for the arbitrator's decision.

## **16. Grievances**

### **16.1 Grievance Definition**

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of the collective bargaining agreement, Personnel Rules, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

### **16.2 Grievance Procedure**

A grievance shall be processed in the following manner:

#### **Step 1.**

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

**Step 2.**

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance. The written grievance shall contain the following:

1. name of grievant(s)
2. class title(s)
3. department
4. mailing address(e's)
5. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)
6. the date(s) on which the event(s) giving rise to the grievance occurred
7. a proposed solution to the grievance
8. the date of execution of the grievance form
9. the signature of the grievant(s)
10. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
11. the date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

**Step 3.**

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee

(other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written decision.

### **16.3 General Conditions of Grievances**

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
4. Proposals to add to or change the Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

## **17. Overtime**

### **17.1 Standard Workweek and Workday**

The parties acknowledge that the City has adopted a 207(k) work period of 171 hours in 28 days under the Fair Labor Standards Act (FLSA). The normal work schedule of 160 hours in a 28-day work period may consist of any of the following: 1) eight hours per shift worked over five days; 2) ten hours per shift worked over four days; or 3) 12.5 hours per shift worked as follows – 3 days per week with one 10 hour day per 28-day work period.

The normal work day shall include on-duty time for lunch when the operational needs of the department permit such a duty break.

The Police Chief has the responsibility for scheduling employees of the Police Department consistent with the foregoing, and retains the discretion to terminate or modify the work schedules described above at any time, effective as of the next scheduled shift change, unless the Chief determines that emergency or other conditions require an immediate change.

#### **17.2 FLSA Exempt**

The City has determined that all Police Lieutenants and Police Captains are exempt and not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, Fair Labor Standards Act (FLSA).

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime payment for those employees who are customarily not entitled thereto.

#### **18. Administrative Leave**

Covered employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1 such that the January 1 balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the Police Chief.

#### **19. Severability**

If any provision of this Memorandum of Understanding should be found to be invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or voter initiative or by judicial authority, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of invalidation of any provision, the City and PMG agree to meet within thirty (30) days for the purpose of meeting and conferring with respect to such invalidation.

#### **20. Full Understanding**

Except as otherwise specifically provided herein, the parties agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding all matters contained in this Agreement. It is agreed further, that neither party shall be required to meet and confer with respect to any subject or matter contained herein during the term of this Memorandum of Understanding, except regarding the interpretation of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from meeting and conferring during the term of this Agreement upon the mutual agreement of the parties to do so. Mutually agreed upon amendments to this Memorandum of Understanding shall be in writing and must be approved by the City Council.

**21. Past Practices**

The continuation of working conditions and past practices not specifically contained in this Memorandum of Understanding is not guaranteed by this Agreement. Nonetheless, this is the first comprehensive Memorandum of Understanding to be negotiated between the City and PMG and the parties recognize that certain existing working conditions and/or past practices may have been overlooked during the negotiation of this Agreement. If, during the first one hundred eighty (180) calendar days following final approval by the City Council, either party identifies what it believes to be a working condition or a past beneficial practice that was overlooked, the parties shall meet and confer regarding such working condition or past practice. If it is mutually agreed that the practice or working condition did exist and it was overlooked, the parties will amend this Memorandum of Understanding accordingly. If the parties are unable to agree, the dispute will be resolved pursuant to the City's established impasse resolution procedures.

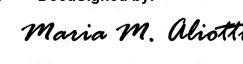
ENTERED INTO THIS 18th DAY OF October, 2022

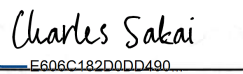
PITTSBURG POLICE  
MANAGERS GROUP

By   
Les Galer  
Association Member

By   
William Hatcher  
Association Member

CITY OF PITTSBURG

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Maria M. Aliotti,  
Deputy City Manager

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Jennifer Brizel  
Director of Human Resources

**Appendix A**

1. Effective the first full pay period in July 2022, salary ranges for employees in each classification shall increase as follows:

<b>Job Class</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
<b>Police Lieutenant</b>	<b>\$12,626</b>	<b>\$13,257</b>	<b>\$13,920</b>	<b>\$14,616</b>	<b>\$15,347</b>	<b>\$16,114</b>
<b>Police Captain</b>	<b>\$14,485</b>	<b>\$15,209</b>	<b>\$15,969</b>	<b>\$16,767</b>	<b>\$17,605</b>	<b>\$18,485</b>

2. Whenever an individual is employed, in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive an hourly equivalent of the stated monthly salary.