EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAYTON AND THE CLAYTON POLICE OFFICERS' ASSOCIATION

ARTICLE 1: PREAMBLE

This Memorandum of Understanding, pursuant to the State of California Government Code Section 3500 et seq., entered into by the City of Clayton, hereinafter referred to as "City", and the Clayton Police Officers' Association, hereinafter referred to as "CPOA", the recognized employee organization for sworn police personnel, excepting the Chief of Police, is hereby effective 01 July 2015 through 30 June 2018.

It is the intent and purpose of the Memorandum of Understanding, hereinafter referred to as "MOU", to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to wages, hours, and terms and conditions of employees represented by the CPOA.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is, for any reason, held to be illegal or unconstitutional, such holding shall not affect the validity of the remaining portions of this MOU.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1
Except as otherwise specifically provided and subject to applicable laws, the City has and retains sole and exclusive rights and functions of management, including, but not limited to, the following:

A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.

C. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.

D. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.

E. To discharge, suspend, demote, reprimand, withhold merit increases or otherwise discipline employees in accordance with applicable law.

F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.

G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment.

H. To determine the assignment of specific personnel and the duration of each assignment for the day watch "Administrative Sergeant" at the sole discretion of the Chief of Police, which assignment and its term are not subject to grievance, disciplinary appeal or any applicable loss in compensation, organizational status or rank; its operation herein is not subject to the *White* decision.

Section 3.2
CPOA recognizes the City has and will continue to retain the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this MOU.

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS

Section 4.1
The City recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4 of the Government Code of the State of California.

Section 4.2
CPOA is entitled to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPOA business with the understanding that material derogatory to or of the City will not be posted.

Section 4.3
CPOA representatives will be permitted access to work locations to confer with City employee members on matters of employer – employee relationship but not such internal employee organization business as soliciting membership, campaigning for office, and the organization meetings and elections. Such representatives shall not interfere with the efficiency, safety and security of City operations or in any way interfere with work in progress.

Section 4.4
City will provide to CPOA certain meeting space outside normal working hours, provided such space is available. Requests for use of facilities shall be made in advance and approved by the City.

Section 4.5 Personnel Files.
The City's secured personnel files, maintained in the City offices, are not subject to public inspection. Any employee has the right to inspect their own personnel file. An employee has the right, in accordance with law, to respond in writing to anything contained or placed in their own personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 5: UNIT DESCRIPTION

Section 5.1
The following job classifications are represented by the CPOA and are members of this unit:

Job Classifications – Sworn Personnel
Police Sergeant
Police Officer

ARTICLE 6: DUES DEDUCTION

City shall provide payroll deductions of membership dues and legal assistance plan sponsored by CPOA/PORAC, upon the written authorization of employees described in Article 5 above and on forms provided by the City. The provision of such service to CPOA by the City shall be contingent upon and in accordance with the provisions of City ordinances, resolutions, memoranda of understanding, and applicable administrative procedures.

ARTICLE 7: COMPENSATION

Section 7.1 Wages.

A. Effective 06 July 2015, the monthly base salary ranges for the following classifications shall be:

Classification	A	B	C	D	E
Police Sergeant	5693	5978	6277	6591	6920
Police Officer	4845	5088	5342	5609	5890

B. Effective 04 July 2016, the monthly base salary ranges for the following classifications shall be:

Classification	A	B	C	D	E
Police Sergeant	5921	6217	6528	6854	7197
Police Officer	5039	5291	5556	5833	6125

C. Effective 03 July 2017, the monthly base salary ranges for the following classifications shall be:

Classification	A	B	C	D	E
Police Sergeant	6158	6466	6789	7128	7485
Police Officer	5241	5503	5778	6067	6370

Section 7.2 Salary Advancement

Assigned salary ranges normally contain five (5) steps, A through E. Employees move through these salary steps subject to satisfactory performance. Step "A" is an at-will eighteen (18) month probationary position.

Regular employees shall be eligible for step salary advancement consideration as follows:

1. To the "B" rate of the salary step schedule after successful completion of eighteen (18) months at the "A" rate. The date of this increase shall become the employee's salary review date for purposes of eligibility for future merit step increases.

2. To the "C" rate of the salary step schedule after successful completion of one (1) year at the "B" rate.

3. To the "D" rate of the salary step schedule after successful completion of one (1) year at the "C" rate.

4. To the "E" rate of the salary step schedule after successful completion of one (1) year at the "D" rate.

When an employee (except laterals) is hired at a salary rate other than Step "A" of the salary step schedule assigned to the classification, the employee shall be eligible for a step increase eighteen (18) months from the date of employment, and this date shall become the employee's salary review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed. Laterals will remain at a twelve (12) month probation period and be eligible to receive a salary step increase after twelve (12) months of full time services.

Salary advancements are granted for continued meritorious and efficient service, and after continued improvements in assigned tasks, in conjunction with performance appraisal procedures. Recommendations for salary advancement are initiated by immediate supervisors and are then forwarded to the Chief of Police for acceptance. These recommendations are then transmitted to the City Manager for approval.

Salary step advancements are not guaranteed. When an employee is denied a merit step increase, the employee shall be informed of such and the reasons therefore in writing. The employee shall be reconsidered for advancement within six (6) months, and if still denied at that time, may be reconsidered for advancement at any subsequent time recommended by the Chief of Police.

Employees who have received internal promotions, if assigned to a salary step in the new classification salary range offering a minimum five percent (5%) salary increase, shall be eligible for a step increase upon successful completion of twelve (12) months in the new position. If employees are placed on a higher salary step than this, based upon the recommendation of the Chief of Police and approval of the City Manager, they shall be eligible to advance to the next step of the new classification salary range one (1) year from the date of their promotion. This promotion date shall also become the employee's new salary review date for purposes of eligibility for future merit salary increases.

Section 7.3 Uniform Program

The Uniform Program is for sworn personnel only.

The purpose of this Uniform Program is to provide uniforms to those personnel who are required to perform duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee must be returned to the City when an employee terminates City employment. To make the program effective, all eligible employees shall be required, as a condition of their employment, to participate in accordance with this policy. All personnel required under the program to wear uniforms must comply with departmental rules and regulations.

A. Sworn Police Personnel

Sworn police personnel shall receive a uniform allowance of nine hundred dollars ($900.00) per year payable in two equal increments of four hundred fifty dollars ($450.00) each according to the following payment schedule:

$450.00 in the first pay period of the fiscal year; and
$450.00 in the final pay period of the calendar year.

New employees shall receive one uniform allowance increment initially upon appointment and unless the new employee commences employment on the start of a fiscal year, the uniform allowance for that initial increment shall be pro-rated.

Section 7.4 Deferred Compensation Plan

At least one (1) deferred compensation plan shall be offered by the City and made available to all employees in this unit, which provides for tax-deferred savings and/or a retirement supplement. Employee deposits into such plan(s) shall be made by payroll deduction and at monetary levels of the employee's choice, subject to the maximum(s) allowed according to Internal Revenue Service (IRS) regulations and laws.

Section 7.5 Sick Leave Incentive

Sworn members of the CPOA will be awarded an additional four (4) hours of vacation time for every three (3) consecutive months during which sick leave was not used by the member after one's accrual of two hundred forty (240) hours of sick leave time.

Any officer who believes he or she is eligible for the sick leave incentive under the terms of Section 7.5 shall submit a written request with one's payroll time card to Payroll staff in the Finance Department requesting the incentive hours to be awarded. The written request shall specify the beginning and ending dates of the quarter for which the incentive is being sought.

Payroll staff will then verify the officer's eligibility by checking the officer's most recent quarter's sick leave usage.

If, in fact, the requesting officer is eligible for the incentive, Payroll staff will then credit the requesting officer's earned vacation bank with the appropriate amount of incentive hours. If the requesting officer is ineligible for the incentive due to sick leave usage during the quarter indicated, Payroll staff will so notify the requesting officer accordingly noting the date of sick leave usage(s).

A "month" for purposes of sick leave incentive under Section 7.5 begins on the first calendar day of the month and ends on the last calendar day of the month.

Requests for incentive hours pursuant to Section 7.5 must be submitted on or before the end of the third month following the end of the quarter for which the incentive is sought. {For example, if the quarter for which the incentive is sought is for January 1 through March 31, the request for the incentive must be submitted to Payroll on or before June 30.} Any potential incentive hours not timely requested shall be deemed void and eligibility for them waived.

Section 7.6 Educational Incentive Program

The City shall pay an educational incentive for job-related P.O.S.T. certificates obtained by the employee which exceed the normal established job requirements for the classification held by the affected sworn police employee. Eligible employees shall be compensated as follows:

P.O.S.T. Intermediate Certificate	$1,200/Year	or
P.O.S.T. Advanced Certificate	$2,160/Year	

The monetary equivalent of this education incentive pay is disbursed to an eligible employee in the form of one's hourly wage basis through the City's bi-weekly pay cycle, pursuant to the federal Fair Labor Standards Act (FLSA)

If an employee qualifies for an incentive in one classification but is assigned to another classification that *requires* the P.O.S.T. certificate presently earned, the employee is no longer eligible to receive the associated incentive pay.

Payment of the incentive shall be subject to the approval of the City Manager. The following criteria will be used to determine an employee's eligibility for and/or continued eligibility in the incentive program:

A. An employee must have successfully completed his/her probationary period of eighteen (18) months prior to becoming eligible for this educational incentive program.

B. It will be the responsibility of the immediate supervisor or the Chief of Police to notify the City Manager of an employee's eligibility in this incentive program, using the applicable City Personnel Action Form, and secure the City Manager's approval. Once approved, it will be the responsibility of the immediate supervisor or the Chief of Police to notify the City payroll department, using the applicable City Personnel Action Form with the required approval signatures, at the beginning of the pay period in which the incentive pay will be paid as to the affected employee.

This educational incentive pay is separate and distinct from the base salary compensation for each classification for purpose of calculating salary advancements.

Section 7.7 Special Duty Assignments

A. Field Training Officer (FTO)
City agrees to pay a five percent (5%) premium to employees within the CPOA who are assigned by the Chief of Police to the training of new, full-time, regular employees and Reserves, based on a training plan and schedule approved by the Chief of Police. FTO premium will be paid only for those hours for which the assigned trainer has been actually provided the field training.

It is the intent of this provision that assignments involving training shall not be assigned for less than one (1) work shift.

Section 7.8 Working In A Higher Classification

An employee covered by this MOU who is assigned to work in a position of a higher classification shall be paid an additional five (5) percent of his or her current salary for the time the employee works in the higher classification. Such assignments to a higher classification shall be approved by the Chief of Police and City Manager. This provision does not apply to employees performing higher duties as a result of a written training program.

Salary adjustments under this section shall not be retroactive.

Section 7.9 Shift Differential

Sworn officers regularly assigned to Graveyard Shift shall receive an additional four (4) percent compensation above base pay for hours worked on the Graveyard Shift. Regularly assigned to a Graveyard Shift shall mean a sworn officer who is assigned to work between the hours of 2100 to 0700 for at least four (4) days per week.

Sworn officers regularly assigned to Swing Shift shall receive an additional two and one-half (2.5) percent compensation above base pay for hours worked on a Swing Shift. Regularly assigned to a Swing Shift shall mean a sworn officer who is assigned to work between the hours of 1400 to 2400, or 1700 to 0300 for at least four (4) days per week.

Hours not worked on the officer's regularly assigned shift are compensable at base pay. This provision includes off hours such as paid and unpaid leave.

Both parties acknowledge and agree the current language in the MOU does not adequately or properly address shift differential pay reflecting an assigned shift scheduled for an employee working a 10-hour or 12-hour work period. During the term of this agreement, the City and the CPOA agree to mutually consider and agree upon prospective terms and conditions of this Section for potential revision to address 8-hour, 10-hour and 12-hour work shifts.

ARTICLE 8: MEDICAL AND DENTAL INSURANCE PREMIUMS

Section 8.1 City Contribution To Premiums

The maximum monthly City premium contribution for combined medical and/or dental insurance coverage for sworn personnel shall be paid by the City during the term of this MOU in accord with the following employee subscription enrollment schedules.

A. The City's maximum monthly contribution will be as follows:

No Enrollment/Unused Benefit (enrollments after 30 June 2010): $ -0-

No Enrollment/Unused Benefit (existing eligible employees): $ 250.00/mo.
(Provided proof of similar medical and dental coverage is available to the employee is placed and maintained via another qualified third party insurance provider. Ref. Section 8.2).

Employee Only	$ 767.57 per month.
Employee + 1 Enrolled Dependent	$1,355.57 per month.
Employee + 2 or more Enrolled Dependents	$1,774.77 per month.

Section 8.2 Member Enrollment in Medical and/or Dental Insurance

The City will contract to provide medical and dental insurance coverage for all full-time regular employees and their enrolled dependents. Any premium in excess of the maximum amount contributed by the City as outlined in Section 8.1 above shall be the responsibility of the individual employee, to be paid through City bi-weekly payroll deductions.

Employees may elect to decline City-provided medical and/or dental coverage only in cases when the employee is covered under an alternate third party insurance plan. Proof of insurance is required. For employees authorized to decline City-provided medical and/or dental coverage, the City will contribute a monthly amount up to the maximum monthly premium cap outlined in Section 8.1 above under "No Enrollment". The employee may elect to place said "No Enrollment" monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

Those employees whose monthly expense for their enrolled subscription in City-secured medical and/or dental insurance is less than the maximum amounts listed in Section 8.1 may also elect to place Unused Benefit residual monies into a City-approved deferred compensation plan, to the employee's Flexible Spending Account (FSA – medical), or may receive the monies as taxable income, each prorated amount disbursed bi-weekly at the employee's designated option and in accord with applicable IRS regulations.

In no case shall an employee's Unused Benefit residual payout exceed the maximum of $250.00 per month.

Section 8.3 Short Term and Long Term Disability Insurance

The City shall provide and pay for short term (STD) and long term disability (LTD) insurance(s) in behalf of each employee of this unit for the purpose of providing contracted levels of continued compensation in the event of an off-duty illness or injury.

Section 8.4 Term Life/Accidental Death/Dismemberment Insurance

The City will contract and pay for the full premium to enroll each permanent full-time and part-time employee in a $50,000 face amount of term life insurance policy and a $50,000 Accidental Death and Dismemberment Insurance coverage.

ARTICLE 9: RETIREMENT SYSTEM

The City is a member of the California Public Employee's Retirement System, hereinafter referred to as "CalPERS". All regular full and part time employees of this Unit are required to be members of this retirement system.

Section 9.1 Classic Tier I Employees

All regular full-time and regular part-time employees of this Unit hired before 01 July 2010 are considered "Classic Tier I" participating members of CalPERS. By contract, the City and eligible employees in this Unit are participating members of the "3% at age 55" Safety Retirement System.

For Classic Tier I eligible employees, the City shall pay the entire required Employer CalPERS rate and share for this Safety Retirement System and any increases in rate thereof during the term of this MOU, as well as cover the cost of administration. The parties agree the present Employee's full CalPERS contribution rate under this Tier 1 Plan is a total of nine percent (9%).

Effective 06 July 2015, each Classic Tier 1 eligible member shall commence paying three percent (3%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay six percent (6%) of the Employee's CalPERS rate.

Effective 04 July 2016, each Classic Tier 1 eligible member shall commence paying six percent (6%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall also pay three percent (3%) of the Employee's CalPERS rate.

Effective 03 July 2017, each Classic Tier 1 eligible member shall commence paying the full nine percent (9%) of the Employee's CalPERS rate on a bi-weekly payroll basis. The City shall not pay any portion of the Employee's CalPERS rate.

Section 9.2 Classic Tier II Employees

All regular full-time and regular part-time employees of this Unit hired on or after 01 July 2010, plus any new employee of this Unit that was a participating member with an employer enrolled in a CalPERS "Classic" pension system and whom did not experience a break in employment service longer than six (6) months, are each considered City "Classic Tier II" employees and are required to be participating members in CalPERS. The City shall contract with CalPERS and enroll said eligible employees in this hiring category in the CalPERS "2% at age 50" Local Public Safety retirement plan.

The City shall pay the entire (100%) required Employer CalPERS rate for this Classic Tier II "2% at age 50" Retirement Plan and employee shall pay the entire (100%) required Employee share CalPERS rate. For the purpose of calculating eligible retirement pension, the "2% at age 50" Plan shall be the average of the highest three (3) years of eligible compensation paid to the Employee.

Section 9.3 PEPRA Tier III Employees

A Public Employee Pension Reform Act ("PEPRA") or City "Tier III" employee for retirement purposes is any new member of this Unit who becomes a member of CalPERS for the first time on or after 01 January 2013, and who was not a member of another California public retirement system prior to that date, and who is not subject to reciprocity with another California public retirement system. Eligible employees of the City's "Tier III" Retirement Plan are enrolled as members of the Local Public Safety retirement plan of "2.7% at age 57".

Under PEPRA, Unit members of the Tier III Retirement Plan must contribute fifty percent (50%) of the total Normal Cost, as defined and calculated by CalPERS, as the Employee Share.

Section 9.4 Survivor Benefit Program

The City agrees to contract for the CalPERS 1959 Survivor Benefit Program – Fourth Level, and provide the annual employer cost for this contracted retirement benefit. Employees of this unit shall be solely responsible for the employee monthly cost for this added contractual benefit, payable through mandatory City payroll deductions.

ARTICLE 10: HOLIDAYS AND LEAVES

Section 10.1 City Designated Holidays

The City designates the following Holidays in each calendar year with the closure of City Hall and pedestrian traffic and normal telephone calls to the Clayton Police Station:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Day

Section 10.2 Holiday Pay

A member of this Unit whose work assignment requires one to work a City designated Holiday shall receive one's regular pay, and provided that member works at least four (4) hours of that Holiday, that member will be paid eight (8) additional hours of pay for having to work that Holiday during that pay period. A member of this Unit not working any hours of that Holiday during that pay period shall receive zero ($0) pay for that Holiday. A member of this Unit working less than four (4) hours on a Holiday shall receive one's regular pay for the hours actually worked during that pay period.

Section 10.3 Personal or "Floating" Leave

In addition to the holidays listed under Section 10.1, all members of this unit shall receive twenty-four (24) hours of Personal Leave for each fiscal year. Said leave hours shall be taken at the employee's discretion, with the consent of the supervisor. If Personal Leave hours are not taken or exhausted by the end of the fiscal year (June 30th), the remaining hours are forfeited.

Section 10.4 Vacation Leave

Permanent, regular employees shall be entitled to annual vacation leave with pay as earned.

A. Vacation leave credit for an 80-hour biweekly work week employee shall be accrued on the following basis, subject to a not-to-exceed accrual cap of eighteen (18) times one's current monthly accrual rate ("the cap"):

   1. 6.67 hours per month from the date of initial hire through month 24.
   2. 8.00 hours per month from month 25 through month 48.
   3. 10.00 hours per month from month 49 through month 96.
   4. 13.33 hours per month from month 97 through month 180.
   5. 16.67 hours per month from month 181 and beyond.

   An employee having earned an accrued, unused vacation leave hour balance above eighteen (18) times one's current monthly accrual cap as of 24 July 2011 is hereafter ineligible to accrue further vacation leave hours until such time said employee's accrued, unused vacation leave hours balance drops below the eighteen (18) times cap, and thereafter may again accrue further vacation leave hours only to the extent such accrual balance never exceeds the employee's eighteen (18) times applicable cap.

B. Vacation leave credit for regular full-time employees working less than an eighty (80) hour biweekly work week shall be credited as in paragraph "A" above on a pro-rata basis based on the number of hours worked per week.

C. Vacation leave must be used in increments of one-quarter (0.25) hour or more.

D. Vacation leave may be taken as earned but must be requested in writing as far in advance as possible. Vacation leave scheduling is subject to the approval of the Chief of Police, based on labor deployment requirements.

E. In the event one or more observed holidays fall within the vacation leave of an employee, such holiday shall not be charged as vacation leave, and the vacation leave may be extended accordingly.

F. Upon leave of City employment, an employee will be paid for all accrued, unused vacation leave hours up to and including the maximum cap of eighteen (18) times one's current monthly accrual rate. An employee who earned and thereafter maintained an accrued, unused vacation leave hour balance in excess of eighteen (18) times one's current monthly accrual rate as of 24 July 2011 will be paid for all accrued, unused vacation leave hours upon leave of City employment.

Section 10.6 Sick Leave

Sick leave is earned at the rate of eight (8) hours for each month worked. Maximum accrual will be unlimited. Unused sick leave will not be paid upon separation from City employment.

Sick leave may generally be used for any illness, injury, medical or dental appointment/treatment, or disability (including pregnancy and childbirth) of the employee. Sick leave may also be used for illness or injury of the employee's immediate family; however, absences for family leave purposes in excess of one (1) week (or a cumulative two [2] weeks in any calendar year) must be approved by the City Manager. A physician's report may be required for extended periods of sick leave usage, or if in the determination of the City Manager, the employee exhibits greater than average, or unusual patterns or circumstances in the use of sick leave.

Up to three (3) days of sick leave may be used to attend funerals of close family members, with the approval of the City Manager.

Members of this unit are entitled to certain disability benefits as defined by state law, and may not therefore use sick leave for on-the-job injuries or illnesses. Further, any unused sick leave shall not extend the retirement date of an employee who has been granted a disability retirement, notwithstanding the provisions of CA Government Code Section 21025.2

Employees may use accrued sick leave for non work-related disabilities up to the effective or commencement date of short-term or long-term disability benefits.

Employees unable to return to work within six (6) months of the date of disability (non work-related) may be separated from City employment, unless an extension is approved by the City Manager, and except as otherwise restricted by state law.

Up to twenty-four (24) hours of accrued paid sick leave may be used as Bereavement Leave per occasion to attend the funeral of a close family member, with approval of the City Manager.

ARTICLE 11: HOURS OF WORK, WORK PERIODS AND PAY PERIODS

Section 11.1 Standard Work Assignment

The standard work assignment shall be eighty (80) hours in a two week pay period.

Section 11.2 Shifts

Regular shifts consist of 8, 10, or 12 hours of work per day, as assigned. Paid work time begins at the start of a shift (e.g. a 6am to 6pm shift begins at 6:00am). Each employee assigned to a shift must have completed changing his or her clothes (uniform, boots, vest, and belt, etc.) and be able and ready to begin work by the beginning of the shift). Each time an assigned work shift schedule is established or altered for members of this unit, the Chief of Police is responsible to so inform the Payroll/Finance Department accordingly, pursuant to the federal Fair Labor Standards Act.

Section 11.3 Pay Periods

The pay period for all employees shall be bi-weekly. The pay period is from 12:00 a.m. Monday through 12:00 midnight Sunday. There are twenty-six (26) pay periods in a fiscal year from July 1st through June 30th. Time sheets are due to Payroll at the start of the day work shift the Monday following the close of the pay period on Sunday. City pay checks are available and distributed on the Wednesday following the close of a pay period.

Note: From time to time, Payroll deadlines for submittal of time sheets and actual pay day may be altered due to designated City holidays. Payroll will notify all employees in advance when these circumstances arise. The time sheet deadline may be adjusted as needed to meet City payroll deadlines. Employees required to estimate hours worked due to an early time sheet deadline shall do so based on an employee's normally-assigned work schedule.

ARTICLE 12: OVERTIME

Section 12.1 Regular Overtime

The City will compensate eligible regular employees for each one-quarter hour (0.25) of overtime worked at a rate of one and one-half times (1.5) the employee's base hourly

rate including applicable FLSA-required compensation. Overtime is defined as hours worked in excess of eighty (80) hours per pay period, or hours worked in excess of a regularly scheduled shift. Employees working partial or reduced shifts will not be eligible for overtime until the hours worked exceed the regular shift hours noted in Section 11.2. Authorization of the employee's supervisor must be obtained prior to the working of overtime hours, except in emergency situations. Compensation for overtime shall be in the form of cash payment, or if requested by the employee and approved by the Chief of Police, in the form of compensatory time off (CTO) that shall also accrue at the rate of one and one-half (1.5) times the actual overtime hours worked.

For purposes of overtime and compensatory time calculations, all paid leave shall be considered as hours worked.

Section 12.2 Compensatory Time Off

A maximum of one hundred fifty (150) hours of compensatory time off (CTO) may be accrued by each employee, except when approved by the City Manager for a recognized or specific operational need or situation. Whenever possible and in the discretion of the immediate supervisor or Chief of Police, overtime shall be compensated with compensatory time off. Compensatory time off may be used by written request of the employee filed three (3) days in advance with the appropriate supervisor or the Chief of Police. Management will make every effort to comply with time off requests of the employee and shall not arbitrarily assign employees to compensatory time off. Upon leaving City employment, the employee will be paid for all accrued, unused compensatory time.

Section 12.3 Call-Out Pay

In the event an employee is called out for emergency duty, the employee will receive compensation at a rate of one and one-half (1.5) times the employee's regularly hourly rate. When an employee is called to duty more than forty-five (45) minutes prior to one's normal work shift, or is called back to duty after leaving work following a normal work shift, the employee will be compensated a minimum of three (3) hours of overtime pay.

Call-out time shall be defined as time worked by the employee, in excess of forty (40) hours per week, which time is not an extension of the normal work day or for which the employee has not been notified at least twenty-four (24) hours in advance. Call-out shall occur only when there has been a break in work service, i.e., the employee has left work for the day and is required to return to duty. In addition, weekend work for which the employee has been notified at least twenty-four (24) hours in advance shall not be considered call-out time. Attendance at regularly-scheduled meetings held after normal working hours that are recognized as part of the job duties of an individual employee shall not be recognized a call-out time.

Section 12.4 Court Time and Appearances

A. Sworn employees of this unit shall receive overtime pay for each hour they are required to, as a direct result of their City employment, and actually appear in court during their off-duty hours, yet said pay shall not be less than four (4) hours of overtime, except as provided below.

B. Sworn employees shall receive regular compensation (straight time) for appearing in court during their regular work hours when such appearance is a direct result of their City employment.

C. Sworn employees shall receive overtime pay only for each hour they actually appear in court, as a direct result of their City employment, while off-duty but within four (4) hours prior to the start of their work shift, yet shall not receive the guaranteed minimum of four (4) hours overtime as provided in "A" above.

D. Sworn employees required to appear in court commencing at a time less than one-half (½) hour following the end of his/her shift regardless of the length of the work shift, and said appearance is due to the employee's City employment, shall be paid overtime only for the time he/she actually appears in court, and shall not be paid the guaranteed four (4) hours minimum of overtime as provided in "A" above.

Sworn employees required to present criminal cases in person to the local district attorney's office during regularly-scheduled time off shall receive overtime pay as provided for in Section 12.4 above. The administrative sergeant responsible for assigning the filing of such criminal cases shall first endeavor to require such assignments to be conducted by sworn employees during one's work shift, and shall only make such assignments to off-duty personnel when no other reasonable alternative exists.

ARTICLE 13: RESIDENCY REQUIREMENT

Each member of this unit shall maintain their principal residence at all times within a fifty (50)-mile radius of the City of Clayton Police Department headquarters.

Upon recommendation from the Chief of Police, the City Manager may grant exception to this residency requirement when special circumstances or hardships warrant, and may condition such exception as the City Manager deems appropriate and consistent with the purpose of this requirement to insure rapid public safety response time to emergency and disaster situations within the city.

ARTICLE 14: CLASSIFICATION AND COMPENSATION PLANS

Each position with the City shall be allocated to its appropriate classification on the basis of assigned job duties and responsibilities such that the same qualifications may be reasonably required for and the same schedule of pay may be equitably applied to all positions in the same classification. Positions may, from time to time, be reclassified on the basis of changes in or re-evaluation of the duties and responsibilities of the positions.

ARTICLE 15: LAYOFF PROCEDURE

Section 15.1 Purpose

The purpose of this section is to provide a fair and equitable basis for the reduction of personnel when this action becomes necessary in a department comprised of members of this unit or in the total work force of the City. In such circumstances, the City will make every effort to assist those employees who may be subject to layoff due to lack of work or a similarly compelling reason. Assistance will be made available through utilizing existing vacancies elsewhere in the department or work force, if any, to the fullest extent possible to relocate affected employees. In addition, contact will be made with other employees to refer those employees who are unable to be placed in other City vacancies.

Section 15.2 Causes

The Chief of Police may layoff an employee in the classified service because of shortage of work or budgeted funds. In addition, for the interest of economy or because the necessity for the position or employment involved no longer exists, the City Manager may request, and the City Council may concur, to abolish any position or employment in the classified service and discharge, transfer or demote the employee or officer holding such position or employment.

Section 15.3 Procedure

A. When a reduction in personnel is anticipated, the Personnel Officer or his/her designee shall notify the CPOA in writing forty-five (45) calendar days before the effective date of the layoff with the reasons thereof.

B. The Personnel Officer, or his/her designee, shall determine what openings exist in the same classification in other departments so the affected employee(s) may be considered for transfer or relocation. The employee(s) may be considered for transfer or relocation into a lower classification, where practicable, prior to affecting layoff.

C. If transfer or demotion is not practicable, the affected employee, upon layoff, shall be placed on the appropriate re-employment list as provided for by this Section.

D. Provisional employees of the affected classification(s) shall be laid off prior to the layoff of a probationary or permanent employee.

E. Probationary employees in the affected classification(s) shall be laid off prior to the layoff of a permanent employee.

F. Permanent employees shall be designated for layoff based on an evaluation of all employees in the same classification. Such evaluation will include work assignment, certification, education and seniority.

G. The names of probationary and permanent employees who have been laid off shall be placed upon re-employment lists for classification(s) which, in the opinion of the Personnel Officer, require basically the same qualifications, duties and responsibilities of the classification(s) from which the layoff was made. Re-employment lists will be maintained and valid for a period of one (1) year following the effective date of that layoff.

H. In filling vacancies, eligible individuals on the re-employment lists take precedence over eligible individuals on any other list for the same classification.

ARTICLE 16: DISCIPLINARY PROCESS

A Letter of Reprimand is not a disciplinary matter subject to an appeal process by the affected employee provided the Chief of Police approves in writing the Reprimand without the affected employee's right to any hearing before the Chief. A Letter of Reprimand shall stay in the affected employee's personnel file to be purged following twelve (12) consecutive months of non-repetitive behavior or incident. The initial Reprimand issue shall not be incorporated into the affected employee's performance evaluation provided there is non-repetitive behavior or incident within the subsequent twelve (12) month time period following the Reprimand.

After the process has progressed from the investigation, recommendation for discipline, the Skelly hearing, and the City Manager's decision to impose the discipline, the next step to the appeal process is non-binding arbitration.

Any side can appeal the arbiter's ruling, but only as to the issues raised in the arbitration.

Final appeal will be to the City Council.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 17.1 Definition

A grievance is any dispute between the City and employee or employees or recognized employee organization with respect to the meaning, interpretation, application or

enforcement of the Personnel System Rules and Regulations or the Memorandum of Understanding (MOU).

Section 17.2

It is the intent of the City to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. To accomplish this, there are time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance, whether initiated by the employee or the City, is subject to the time limits set herein. Failure to pursue or conduct a grievance within these time limits shall constitute said grievance to have been settled on the basis of the last timely demand or answer. The time limit set forth can only be extended by written agreement of both parties.

At each step of the grievance procedure, the City shall make available any record relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance.

Exception: Any materials which in the City Manager's discretion must, in the public or City's interest, remain confidential or which is intimate and private to the grieving employee.

Section 17.3

Any employee in the merit system shall have the right to use the grievance procedure free from restraint, discrimination, pressure or reprisal from any other employee, supervisor, department head, or representative of recognized employee organizations.

Employee shall have the right to present grievances individually or through his/her recognized employee organization. Employee shall have the right to withdraw the grievance at any step in the procedure. Employee shall have the right to designate a representative of a recognized employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of a recognized employee organization, the employee filing the grievance shall also be present during the discussion at all steps of the grievance procedure.

Section 17.4

Grievances will be processed in the following manner and within the stated time limits:

A. Step No. 1

When an employee has a grievance, he/she shall, within ten (10) working days following the occurrence of the event or the discovery of the event on which the grievance is based, prepare in writing a complete description of the grievance and submit the

grievance to his/her immediate supervisor. The employee and supervisor shall discuss the matter in private. Should the substance of the grievance by the employee be connected with actions of the immediate supervisor and/or Chief of Police, said grievance shall be filed with the Personnel Officer.

The supervisor, Chief of Police, and/or Personnel Officer shall make a thorough investigation of the reported grievance and render his/her/their decision within three (3) working days. The decision shall be made in writing to the aggrieved employee.

Most grievances should be solved at the employee – supervisor level.

B. Step No. 2

If the employee is not satisfied with the decision of his/her supervisor, Chief of Police, and/or Personnel Officer in Step No. 1 above, he/she has the right to appeal the decision to the next higher level of supervision. The aggrieved employee, either individually or by instructing the chosen representative of the recognized employee organization, must prepare a written appeal or must file said appeal within ten (10) working days after the applicable decision is rendered to the next level of supervision.

At this Step of the grievance procedure, the supervisor or employee, individually or through his/her designated recognized employee organization representative, shall have the opportunity to provide evidence from witnesses. In this Step, the management person receiving the appeal shall make a thorough investigation of the reported grievance and shall render his/her decision in writing within five (5) working days of concluding the investigation, but not longer than fifteen (15) working days from the receipt of the appeal.

C. Step No. 3

If the aggrieved employee is not satisfied with the decision made on his/her appeal at the level of management specified in Step No. 2, he/she has the right of appeal to the City Manager. The aggrieved employee, either individually or by instructing his/her chosen representative from a recognized employee organization, shall submit in writing an appeal to the City Manager within ten (10) working days of the date of the decision rendered by the management person in Step No. 2.

The written appeal shall include a detailed statement of the grievance. The City Manager shall arrange a prompt hearing of the grievance. Following the close of the hearing before the City Manager, the City Manager shall make a thorough investigation of the reported grievance and render his decision in writing to the aggrieved employee within five (5) working days after the close of the hearing. The City Council is given a copy of the City Manager's decision, and the City may initiate its own grievances at this step of the grievance procedure.

D. Step No. 4

If the aggrieved employee, or City, is not satisfied with the decision of the City Manager in Step No. 3, and wish to appeal the decision, the aggrieved employee, either individually or by instructing his/her designated representative of a recognized employee organization, can appeal the decision in writing to the Personnel Board (City Council) within ten (10) days of the City Manager's decision.

Decisions of the Personnel Board (City Council) pursuant to this grievance procedure will be final and binding.

ARTICLE 18: JOINT LABOR/MANAGEMENT SAFETY COMMITTEE

Section 18.1

The City shall attempt to provide a safe and healthy work place for all City employees. The CPOA supports the creation of a safe working environment.

Section 18.2

The City will establish and maintain an Employee Safety Committee. Not less than two (2) members of the committee shall be appointed from the Clayton Police Department, one (1) of which shall be named by the CPOA.

Section 18.3

Employees required to attend mandatory safety meetings will be compensated according to the provisions of this MOU.

ARTICLE 19: SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring laws. Neither party shall, during the term of this MOU, demand any change therein nor shall either party be required to negotiate with respect to any other matter, provided that nothing herein shall prohibit the parties from changing the terms and conditions of this MOU by mutual consent and agreement.

ARTICLE 20: TERM

Except as indicated herein, this MOU shall be effective commencing 01 July 2015 and continue through 30 June 2018.

IN WITNESS THEREOF, this MOU is entered into by the following authorized representatives this 26th day of June 2015 pursuant to the provisions of *CA Government Code Section 3500*, et. seq. for presentation to and adoption by the City Council of Clayton, California.

CLAYTON POLICE OFFICERS ASSOCIATION (CPOA)

By:_____
Rich Enea, II, CPOA President

By:_____
Tim Marchut, CPOA Vice President

By:_____
Brayton "Bud" Stone, CPOA Labor Consultant

CITY OF CLAYTON, CA (CITY)

By:_____
Gary Napper, City Manager

# # # # # # # # #