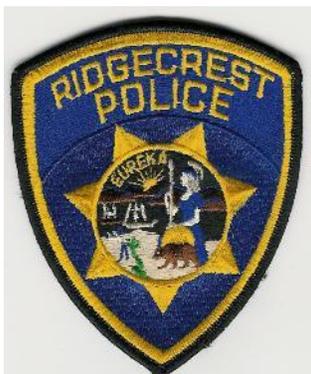


MEMORANDUM OF UNDERSTANDING



**Memorandum of Understanding
City of Ridgecrest & P.E.A.R. 2021-2022**

**Memorandum of Understanding
City of Ridgecrest & P.E.A.R. 2021-2022**

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**MEMORANDUM OF UNDERSTANDING
Between
CITY OF RIDGECREST
and
POLICE EMPLOYEES ASSOCIATION OF RIDGECREST**

Term of Agreement: July 1, 2021 through June 30, 2022

Ratification Date: August 18, 2021

This Memorandum of Understanding is entered into by and between the City of Ridgecrest, a municipal corporation (hereinafter referred to as the City), and the Police Employees Association of Ridgecrest, Incorporated (hereinafter referred to as the Association), pursuant to Government Code 3500 et seq., and City of Ridgecrest Resolution No. 76-21. It is understood that this Agreement is effective only upon ratification by the members of the Police Employees Association of Ridgecrest and approval by Resolution duly adopted by the City Council of the City of Ridgecrest. Hereinafter, this MOU may be referred to as the Agreement.

SECTION I RECOGNITION

The City recognizes the Association as representing the majority of the Police Department employees of the City of Ridgecrest. The Association represents the classifications consisting of Police Officer, Senior/Corporal Police Officer, Police Sergeant, Police Trainee, Animal Shelter Supervisor, Senior Animal Control Officer, Animal Control Officer, Kennel Attendant, Dispatcher, and Property Clerk.

SECTION II SCOPE OF AGREEMENT

This Agreement shall apply to only the following: Full Time/Regular and Probationary classifications consisting of Police Officer, Senior/Corporal Police Officer, Police Sergeant, Police Trainee, Animal Shelter Supervisor, Senior Animal Control Officer, Animal Control Officer, Kennel Attendant, Dispatcher, and Property Clerk.

SECTION III TERM OF AGREEMENT

Unless otherwise specifically provided for herein, all the terms, conditions and provisions of this Agreement shall become effective on July 1, 2021 and remain in full force through June 30, 2022 and shall apply only to members as specified in Section II.

It is further agreed that for the term of this Agreement, no other employee organization may seek recognition or petition for an election nor may the City recognize another organization

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1. The Association, its officers, agents, representatives and/or members agree that during the term of this Memorandum of Understanding they will not call, engage in, or condone any strike, walkout, work stoppage, job action, slowdown, sick-out, blue flu, withholding of services or other interference with City operations, or honor any job action by any other employee of the City, or any other employers, by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to disciplinary action up to and including termination by the City regardless of whether the Association carries out in good faith its responsibilities set forth in paragraph (b).
3. If the Association, Inc. participates or condones any conduct prohibited in Section 1, in addition to any judicial remedies available to the City against the Association and its officers, agents, representatives and/or members, or disciplinary action against Association members, agents, and representatives employed by the City, the City may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, or rules and regulations of the City or any memorandum of understanding with the City, including but not limited to the suspension or recognition of such employee organization and the use of the City's bulletin boards and facilities.

(b) Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their conduct is in violation of the Memorandum of Understanding, and is unlawful and that they must immediately cease engaging in conduct prohibited in Section 1 above, and order their members to return to work. If the Association carries out its responsibilities under this Section in good faith, the City shall not bring suit against the Association for damages resulting from its engaging in prohibited conduct set forth in Section (a) above.

SECTION VIII **ASSOCIATION RIGHTS**

- (a) The City agrees to grant official representatives of the Association the access and right to discuss any grievance or problem arising under the terms of this agreement with any affected employee during working hours.

The Association may, with the prior approval of the City Representative, be granted the use of City facilities for meetings of employees provided space is available. All such requests shall be in writing and shall state the purpose of the meeting, if not to conduct Association Business.

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- c) The City agrees that the employee death benefit shall be \$5,000.
- d) The City agrees that for Association member retiree's whose retirement date is between March 17, 2005 and September 1, 2011 shall be entitled to retiree health payments in the amount of \$100.00 per month providing that verified proof of health coverage naming the retiree as a participant is presented to the City bi-annually no later than 45 days from December 15 and July 15. Members who retire after September 1, 2011 shall receive health payments of \$250 per month under the same terms.

SECTION XI EQUIPMENT

The City shall supply sworn personnel with the following safety equipment: Firearm and protective vest. All other equipment will be furnished by the employee. Assigned safety equipment will be used by the sworn employee to whom it is assigned. The employee will be responsible to replace all equipment except firearms and protective vest that fails to meet departmental standards. Any such replacements or additional safety equipment must meet departmental standards.

The equipment provided by the City of Ridgecrest shall remain the property of the City and the individual is responsible for the proper care and maintenance. However, upon written approval by the Chief of Police, protective vests may be transferred to the employee upon termination of service.

Sworn officers working a field assignment shall wear a protective vest, all others shall be encouraged to wear a protective vest. Violations of this requirement shall be enforced and subject to reimbursement of cost to the City if not worn or disciplinary action as outlined in the Police Department Policy and Procedure Manual.

SECTION XII SENIORITY AND PROBATIONARY PERIOD

Seniority will be defined by time in rank. If two employees have equal time in rank, seniority will be based on highest score of promotional or hiring exam.

Seniority shall be the primary but not exclusive consideration in scheduling a single period of vacation leave for each member and for the bidding of shifts. Vacation bids shall be conducted on an annual basis for the calendar year as established by department policy.

The probationary period is part of the examination process. It is a work-test period during which the employee's performance and the conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment. Probationary Period for sworn personnel shall be eighteen months. Probationary period for non-sworn personnel shall be twelve months.

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Any cumulative absence from the performance of the employee's usual customary duties during the probationary testing period in excess of 240 hours shall automatically result in the extension of the probationary testing period in an amount of time equal to the total number of hours during the probationary testing period which necessitated implementation of said particular section, i.e., by 240 or more hours.

Probationary period for employees who are appointed from a promotional list shall be twelve months before that employee is eligible to attain permanent status. However, if an employee currently holds a temporary appointment for the position to which they are being promoted, then up to 3 months of the temporary appointment served shall be credited toward the probationary period.

SECTION XIII TEMPORARY APPOINTMENT

- (a) The department head, with approval of the City Manager, retains the right to temporarily assign an employee to an acting position of the next higher rank within the Department. Employee shall meet all eligibility requirements for the position. Temporary appointment shall not exceed six (6) months, at which time, the next person on the promotional list shall replace the effected employee, if one is available, or the next senior person, who meets the eligibility requirements shall be temporarily appointed. However, with the mutual consent of the Chief of Police, City Manager, and the Executive Board of the Association, Inc. a temporarily assigned employee may be extended one (1) additional six (6) month period.
- (b) An employee who has been temporarily appointed to a position in a higher classification for a period of eighty (80) consecutive hours shall be compensated, beginning at the eighty-first (81st) hour, at the salary schedule for that position in at least Step 1, or a manner by which the employee would realize a five percent (5%) pay increase, in recognition of extra duties performed retroactive to the first (1st) hour the employee was temporarily appointed to the position in the higher classification.
- (c) Any promotional eligibility list shall be established by a competitive examination and shall be valid for twelve months from date established, after which it shall become invalid and be abandoned. By mutual agreement between City and the Executive Board of the Association, Inc. a promotional list may be extended one time, for a period of time not to exceed 12 months. The City shall maintain promotional eligibility lists for all promotional positions covered by this MOU except Police Officer.

SECTION XIV ANNUAL VACATION LEAVE

The purpose of annual vacation leave is to enable each eligible employee annually to return to his work mentally and physically refreshed. All employees covered by this provision shall be

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New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the day after
Christmas Day and the day after
48 Hours for Floating Holidays
Every day appointed by the Mayor of the City of Ridgecrest as a public fast or holiday

No permanent or probationary employee in the competitive service shall be required to be on duty on these holidays, unless the employee's services are needed or required in the interest of public health, safety or general welfare, in which latter event, such employee will be entitled to Holiday hours for their regularly scheduled shift to be compensated at a rate of time and one half, in the form of either compensatory time off or pay at the discretion of the employee. Only employees who work a holiday or holidays shall be entitled to time and one half compensation.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the proceeding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, compensation will be at straight time in the form of either pay or compensatory time off at the discretion of the employee. However, uniformed officers assigned to patrol shifts and dispatchers shall observe holidays on the actual calendar day on which they fall.

Floating holidays may not be accrued and must be taken and paid in the fiscal year in which they were earned.

Mayor Declared Administrative Leave – The Mayor may declare a special occasion wherein all on-duty non-essential employees may be released from duty up to four (4) hours and administrative leave may be taken. In the event on-duty essential personnel cannot be released then that employee shall be compensated for up to four (4) hours Administrative Pay and their regular hours worked. Administrative leave granted in excess of four (4) hours shall be considered a Holiday.

SECTION XVI SICK LEAVE

Employees shall be entitled to take sick leave with pay as accrued. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual non-industrial physical illness or disability. Sick leave shall accrue at the rate of four (4) hours per pay period for each pay period worked.

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Partial credit will be given for partial pay periods worked.

Employees shall be able to accumulate unlimited sick leave for the purpose of actual physical illness or disability.

Cash-out of a qualified employee's accumulated unused sick leave, vacation leave, or compensatory time shall be paid at a rate which includes the premium incentive pays outlined in SECTION's XVII; XX; XXII(E); & XXIII to include Educational Incentive Pays, Other Incentive Pays, Special Designation Pays, and Longevity pays, that are applicable to that employee at the time of the cash-out. A qualified employee is defined as a full-time employee on a permanent, non-probationary status. The cash out of accumulated unused leave includes premium incentive pays and applies only to those members retiring from this City agency. Cash out of accumulated unused leave for employees not retiring from this City agency will be calculated as base salary only not including premium incentive pay.

At the employee's option, for retirement purposes, accumulated sick leave may be cashed-out as outlined in this section, partially cashed-out, the unused portion of sick leave can be then used for calculation of a service retirement credit.

Employees who have five years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 320 hours, and are entitled to fifty percent (50%) of the value of their accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees who have ten years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 640 hours, and are entitled to a maximum of seventy-five percent (75%) of the value of their accumulated sick leave at the termination of employment by resignation or removal from City service.

Employees who have fifteen years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 960 hours, and are entitled to a maximum of seventy-five percent (75%) of the value of their accumulated sick leave at the termination of employment by resignation or removal from City service.

Employees who have twenty-five years or more of service, shall be entitled to accumulate for conversion purposes, a maximum of 1152 hours, and are entitled to a maximum of one hundred percent (100%) of the value of their accumulated sick leave at the termination of employment by resignation or removal from city service.

If the employee is absent on sick leave, he/she shall notify his/her immediate supervisor or the personnel officer prior to the time set for beginning his/her daily duties. The employee may be required to file a physician's certificate with his/her Department head.

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Sick Leave use will be based on applicable Federal and State Law.

An employee receiving temporary disability payments under the worker's compensation laws may use accumulated sick leave in order to continue to maintain his/her regular income in those cases where the illness or injury is non-industrial in nature.

Sick leave shall only be utilized in case of incapacitating, non-industrial illness or injury. Therefore, it is expressly understood and agreed that accumulated sick leave in an industrially injured employees' sick leave account, shall not be exhausted or converted to cash prior to the effective date of an industrial disability retirement or any other time. For example, if an employee is permanent and stationary in relation to an industrial injury, yet has 500 hours of accumulated sick leave, the disability retirement shall be effective immediately regardless of sick leave hours remaining on account at the time of the employee being eligible for retirement.

In the event of an industrial injury to a non-sworn member of the Association, Inc., the City will make employee whole for lost wages not paid by workers compensation up to 60 days per accepted claim.

SECTION XVII **BEREAVEMENT LEAVE**

Any member covered under the terms of this agreement may be allowed to be absent from duty for up to three consecutive working days without loss of pay because of the death of a member of his/her immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the City Manager may allow the use of accrued annual leave, or accrued family sick leave to supplement the three working days provided in this section. For the purpose of this section, 'immediate family' shall mean the spouse or registered domestic partner, parent, grandparent, child, sibling, (including step), cohabitants living fulltime in the same household as the member, and spouse's immediate family.

SECTION XVIII **INCENTIVE PAY PLAN**

The purpose of the Incentive Plan is to encourage members of the Association to improve themselves through education and training on their off time and thus increase their value to the City of Ridgecrest and at the same time improve their promote-ability and efficiency in their chosen career of law enforcement. Upon recommendation of the Chief of Police, the City Manager may authorize an original appointee to be eligible for compensation upon appointment.

To be eligible to participate in the Incentive Plan, a member must comply with the following requirements:

- a) Be a Member of the Association

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- i. Sworn members may be eligible to receive incentive pay as outlined in this section, at the time of original appointment for an accredited degree held by the member or upon successful completion of an approved course of study. For the purposes of this agreement, 'accredited' refers to the accreditation of the institution, at the time of award, by any accrediting agency recognized by the secretary of the U.S. Department of Education (e.g. Western Association of Schools and Colleges, Distance Education and Training Council, etc.).
 - ii. Non-Sworn members may be eligible to receive incentive pay upon successful completion of an approved course of study taken while employed with the City of Ridgecrest Police Department. (example: A dispatcher hired with an AA/AS degree goes back to school, with City Manager approval and receives BA/BS in criminal justice or related field of study is eligible to receive incentive pay for BA/BS degree only.)
- b) Indicate his/her desire, in writing, to participate in the Incentive Pay Plan. This request shall be to the City Manager via the Chief of Police.
- c) Schedule of Compensation
1. Degree/Certificate Incentive pay
 - a) 5% of salary for any employee acquiring an AA Degree
 - b) 5% of salary for any employee acquiring an Intermediate P.O.S.T. Certificate
 - c) 5% upon obtaining an Advanced P.O.S.T. Certificate
 - d) 5% of salary upon receiving a BA Degree
 - e) for the purposes of this section, earning a Baccalaureate degree in the absence of an Associates degree shall be interpreted as having earned both degrees in order to recognize that the requirements of the Associates degree are encompassed in the Baccalaureate degree program requirements.

Notwithstanding the above, total Degree/Certificate Incentive Pay shall not exceed 17.5%.

2. Other Incentive Pay

- a) Bilingual incentive pay shall not exceed 2.5%. The Chief of Police shall solely determine whether a language is subject to bilingual incentive pay. In addition, to receive bilingual pay the member must pass the language fluency test administered by City Personnel as established by City Policy.
- b) 2.5% incentive pay for Canine Handlers
- c) 10% incentive for Field Officers and Dispatchers while performing FTO training duties.

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cloth background, shall be sewn on all shirt, jacket and coat sleeves which require shoulder patch in accordance with department policy.

(E) COMPENSATION

1. Senior Officer rank will receive 1% of base pay.
2. Master Officer rank will receive an additional 1% of base pay.

SECTION XX TUITION REIMBURSEMENT PLAN

The purpose is to encourage members to pursue courses of study or technical training that will enable them to become more proficient in their jobs.

Eligibility

- a) All permanent, full time members.

Applicability

- a) The course or training must be applicable to the member's current job classification and related to the Law Enforcement field or required subjects towards a degree, as approved/determined by the City Manager.
- b) Courses attended must be accredited as defined in section XVII (a) (i).
- c) All courses attended must be completed with a satisfactory record of achievement and attendance. Grade average shall be a C or above to be satisfactory. School records may be required.
- d) All time spent on class work shall be on off-duty time and shall not entail any cost to the City.
- e) Tuition reimbursement shall not be paid until satisfactory completion of the course.
- f) Should a member withdraw from a course through no fault of the department or become separated from this department's employ for any reason prior to completion of that course, he/she shall not be eligible for compensation.

Authorization

- (a) Prior to registering for said course or training, an eligible employee may submit a request for tuition reimbursement through the Chief of Police to the City Manager for a course or training meeting the above criteria.

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- (b) If approved by the City Manager, and upon successful completion of the course of study with a satisfactory or better grade, the employee will be reimbursed for 100% of tuition, books, parking and related expenses, as mutually agreed by the member and City Manager prior to incurring the expense up to a maximum of:
- i. \$750 for pursuit of an Associate's Degree per fiscal year.
 - ii. \$1000 for pursuit of a Bachelor's/Master's Degree per fiscal year.

If the member receives funding from other sources such as Veterans Benefits, Law Enforcement Assistance Grants, etc., the City will pay the difference up to the maximum allowed as in Section (b) above.

SECTION XXI OVERTIME

The Department Head retains the right to make assignments and scheduling decisions based upon the needs of the department and the community. As such, the Department Head will be responsible for all decisions concerning staffing levels and the specific hours of individual shifts as well as special assignments such as traffic or investigations.

Any employee who has authorization from the Police Chief or his/her designee is required to work additional hours over and above the regularly scheduled work period, as defined herein, shall be paid at the rate of one-and-one-half times the employee's regular rate (includes base rate plus incentive pay).

The Police Chief may at his/her discretion, assign overtime between divisions of the Police Department. As an example, an employee normally assigned to Investigation may be assigned overtime in the Patrol Division.

Work Period

Pursuant to adoption of a 7(k) exemption under the Fair Labor Standards Act (29 U.S.C. § 207(k)), the work period shall be 14 consecutive days. During this contract period, an employee is eligible for overtime pay for hours worked in excess of eighty (80) hours of normal work hours, compensatory time, sick leave, vacation leave, paid administrative leave and holidays during the fourteen-day (14) period. The pay period commences every other Monday, lasts fourteen (14) full days, and ends on Sunday.

Notwithstanding the above, payroll is entered on a daily basis but overtime is paid after the eightieth hour worked during a pay period.

Method of Compensation for Overtime

Members shall be compensated for overtime worked at the rate of one and one half times their regular rate. Members, however, may elect to receive compensatory time off in lieu of pay.

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Compensatory time may be placed in a time bank to be used later at a time agreed upon by both the member and the Unit Commander or the Commander's designee. The compensatory time bank shall have a maximum accrual of one hundred sixty (160) hours. Employees may elect to receive compensatory time off in lieu of pay for holidays, which for this case will be accrued at straight time.

No bargaining unit member is encouraged to elect to exchange accumulated compensatory time for pay once it has been entered as compensatory time.

Overtime Allocation

Management will make a reasonable effort to offer overtime by seniority and appropriate job classification. However, Management reserves the right to assign overtime to specific employees based on their cultivated skills, demonstrated abilities, past performance and developed expertise, when the need arises.

Call Back Time

An employee who is called out for work by the Chief of Police or his/her authorized designee, after regularly scheduled working hours, shall be paid a minimum of two (2) hours at the rate of one-and-one-half times the employee's regular rate.

When an employee is called back within two hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

Court Cancellation

When a court appearance is canceled:

1. Division Commanders or their designees shall notify employees of cancellations or postponement of scheduled court appearances. Absent notice from the Division Commander or designee, the employee shall initiate contact with the District Attorney's Office for confirmation of the scheduled appearance. Contact shall be made on the last business day proceeding the day of appearance in accordance with Department Standard Operating Procedures. Collect telephone calls will be accepted for this purpose.
2. If an employee reports to a canceled or postponed proceeding in response to a subpoena, or official process, without having initiated the preliminary contact described herein, no compensation or expenses will be paid.

Sick leave, vacation time, compensatory time, paid administrative leave, and holiday time shall be considered as hours worked for computing overtime, except as set forth in SECTION XV.

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SECTION XXII SALARY SCHEDULE

The monthly compensation schedule for those positions represented by the Association shall be as follows:

POSITION	STEPS									
	1	2	3	4	5	6	7	8	9	10
Kennel Attendant F/T	2447	2569	2698	2833	2974	3123	3201	3281	3363	3447
Animal Control Officer	2649	2782	2921	3067	3220	3381	3466	3553	3642	3733
Community Service Officer F/T	3039	3191	3351	3518	3694	3879	3976	4076	4177	4282
Animal Shelter Supervisor	3067	3220	3381	3550	3728	3914	4012	4112	4215	4321
Dispatcher	3237	3399	3569	3747	3935	4131	4235	4341	4449	4560
Property Evidence Clerk	2522	2648	2780	2919	3065	3218	3299	3381	3466	3553
Police Officer	4234	4446	4669	4902	5147	5404				
Sergeant	5730	6017	6318	6634						

Eligible employees, except Police Officers and Sergeants, who have served the City for five (5) years and have attained Step (6) of their salary range, may, upon a satisfactory written evaluation by their department head and approved by the City Manager, receive pay in accordance with the following schedule, using Step 6 as a base.

- Step 7 – two and a half percent (2.5%) salary increase based on Step 6, after one year satisfactory service in Step 6.
- Step 8 - two and a half percent (2.5%) salary increase based on Step 7, after one year satisfactory service in Step 7.
- Step 9 - two and a half percent (2.5%) salary increase based on Step 8, after one year satisfactory service in Step 8.
- Step 10 - two and a half percent (2.5%) salary increase based on Step 9, after one year satisfactory service in Step 9.

Upon written satisfactory evaluations, step increases will be effective on an employee’s anniversary date.

SECTION XXIII COMMENSURATE RANK

(a) Allocation to Steps

The Personnel Officer shall allocate employee positions to steps within the ranges specified in this compensation plan.

(b) Merit Advancement Within Ranges

The Personnel Officer shall allocate employee positions to steps within the ranges

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specified in the compensation plan.

(c) Advancement Not Automatic

Advancement from step to step in any range shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by the recommendation of his/her department head to the City Manager, length of service, performance record, special training undertaken, or other pertinent evidence.

(d) Advancement for Outstanding Performance

The City Manager upon the recommendation of a Department Head may advance an employee to the next highest step within the range for the employee's class as a reward for outstanding performance but only after the employee has served a minimum of three months in the step from which he/she is to be advanced. No salary advancement shall be made so as to exceed the maximum step established in the compensation schedule for the class to which the employee's position is allocated.

(e) Original Appointments

An employee will normally be placed in Step 1 of his/her position's class range upon original appointment, except that employees may be placed in a higher step of the same range after consideration of previous experience and qualifications and upon approval of the City Manager.

(f) Promotion

SECTION XXIV LONGEVITY PAY

Sworn Officers who have served the City for ten (10) years shall receive two and one half percent (2.5%) of base pay per year in additional compensation thereafter up to year fifteen (15); at fifteen (15) years Sworn Officers shall receive two and one half percent (2.5%) of base pay per year in additional compensation thereafter up to year twenty (20); Sworn Officers who have served the City for twenty (20) years shall receive two and one half percent (2.5%) of base pay per year in additional compensation thereafter until separation of service or transferring to a position not represented by this Association. Total Longevity pay after twenty (20) years shall be seven and one half percent (7.5%) of base pay per year. Payments shall be made in 24 equal installments.

SECTION XXV UNIFORM ALLOWANCE

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- (a) The City of Ridgecrest will pay uniform allowance to be paid semiannually the first full pay period of July and the first full pay period of January as follows:

Uniformed Sworn Personnel: Twelve Hundred Dollars (\$1200.00) per year. Whose job assignment requires the purchase of motorcycle specific items including motorcycle boots, motor pants, glasses, etc. shall be paid an additional two hundred (\$200.00) per year.

Non-Uniformed Sworn Personnel: One Thousand Dollars (\$1000.00) per year.
(Assignment on July 1 and January 1 shall determine the eligibility of Uniform Allowance classification)

Animal Control Officer: Seven Hundred Fifty Dollars (\$750.00) per year.

Dispatchers: Six Hundred Fifty Dollars (\$650.00) per year.

- (b) **New Employee**: The City agrees to pay an initial uniform allowance of \$500 for the purpose of acquiring new uniforms. The employee will also receive their regular uniform allowance, pro-rated for the applicable number of months.
- (c) **Police Trainee**: The City agrees to pay an initial uniform and equipment allowance of \$750 for the purpose of acquiring uniforms and other items that are required for academy training. Any additional uniform and/or equipment expenses will be the responsibility of the trainee.

It is understood that uniform allowance is paid in advance, therefore if an employee voluntarily separates from service then that employee shall reimburse the City based upon a pro-rated monthly basis of the unused uniform allowance from their final pay.

SECTION XXVI HEALTH BENEFITS (CAFETERIA PLAN)

Effective July 1, 2021, the City will contribute to the cafeteria program for each employee enrolled in the City sponsored CalPERS Health Plan:

Table #1					
		Tier 1	Tier 2	Tier 3	Tier 4
		No Med	Emp.	Emp. +1	Emp. +2+
	Monthly	-0-	\$727	\$1046	\$1336

The employee, through authorized payroll deduction, shall contribute any additional required premium. Employees hired after July 1, 2021, who elect not to enroll in the city sponsored

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CalPERS Health Plan, shall receive a cash out of \$400 per month upon evidence semiannually of enrollment in a major medical insurance plan.

Employees hired before July 1, 2021, who elect not to enroll in the City sponsored CalPERS Health Plan, shall receive a cash out pursuant to Table #2 per month upon evidence semiannually of enrollment in a major medical insurance plan.

Table #2					
		Tier 1	Tier 2	Tier 3	Tier 4
		No Med	Emp.	Emp. +1	Emp. +2+
	Monthly	-0-	\$575	\$738	\$936

During employment with the City, the employee shall have access to a group, term life insurance program. Sworn members of the Association shall be provided with a term life insurance policy equal to \$50,000 or one times the employees base salary, whichever is higher; premiums to be paid by the City. The Sworn officer may increase his/her term life insurance policy at his/her expense. All other employees shall be provided with a term life insurance policy equal to one times the employee's annual base salary; premiums to be paid by the City. The employee may increase his/her term life insurance policy at his/her expense.

SECTION XXVII PAYMENT FOR STANDBY TIME

- A. Employees required to remain on court stand-by on other than their regular work hours, shall receive a minimum of two (2) hours of pay at straight time and a maximum of six (6) hours of pay at straight time.
- B. No stand-by pay will be paid unless stand-by status is authorized by the Police Chief or his/her designee.
- C. An employee called in for a court appearance shall be compensated a minimum of two (2) hours at one-and-one-half times the employee's regular rate of pay.

SECTION XXVIII PURGING OF PERSONNEL RECORDS

- (a) The letters of reprimand not involving suspension or demotion may be removed from the personnel file four (4) years from date of letter. The same or similar offense causing the first

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letter to be inserted in the personnel folder shall, within the two-year period, cause the first letter to be retained in the file until the time the second letter is to be removed. This applies to subsequent offenses as well.

(b) The letters of reprimand involving suspension or demotion should be permanent records unless a time for removal is set forth in the letter of reprimand.

(c) Where letters of reprimand set forth in Section (b) above are removed, a notation on the employee's status form shall indicate "action taken for disciplinary reasons" without setting forth cause of action at time of filing Change of Status form.

(d) When letters of reprimand set forth in Section (b) above are not self-obliterating, the employee shall be permitted to request the removal of the letter after the letter has been in the file for a period of not less than four (4) years. In order for the file to be purged as set forth in this paragraph, it shall be necessary that there be majority concurrence of the City Manager, Chief of Police and Association President.

(e) In the event the employee is not satisfied with the decision derived from the action set forth in paragraph (d), he/she may appeal that decision to the City Council to be considered in closed session. The decision of the City Council shall be final.

SECTION XXIX USE OF KERR MCGEE CENTER FACILITIES

Employees of the bargaining unit and their immediate families (spouse and dependent children) shall be permitted to use the Kerr McGee physical activity facility at no charge, providing that said activity is not being directed by an instructor for which a special fee is being charged of others.

SECTION XXX SEVERABILITY

If any provision of Memorandum is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this Agreement, and such provisions shall continue to remain in full force.

SECTION XXXI GRIEVANCE PROCEDURE

Purpose of Grievance Procedures

- (a) To promote improved employer-employee relations.
- (b) To provide that grievance shall be settled as near as possible to the point of origin.

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(c) To provide that the grievance procedures shall be as informal as possible.

A "grievance" shall be defined as a misinterpretation or misapplication of this Agreement by a person who is adversely affected or by the Association if the grievance affects the Association's rights, i.e. SECTION's I, III, IV, V, VI, and VII.

STEP 1

An employee's grievance must be submitted in writing to the first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) working days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) working day following the presentation of the grievance and the giving of such answer will terminate Step 1. For the purposes of this section 'working day' shall be defined as regular non-holiday, non-weekend days of normal operation for City Administration.

STEP 2

If the grievance is not settled in Step 1, the grievance shall be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed and dated by the employee, and the Association and the appropriate management representative shall within five (5) working days after the termination of Step 1, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) working days from the date the grievance is referred to Step 2. A decision shall be rendered within five (5) working days from the date of such meeting.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

STEP 3

Upon receipt of the appeal by the City Manager, he or his designee shall discuss the grievance with the employee, his/her representative, if any, and other appropriate persons. The City Manager shall render his decision and comments in writing, and return them to the employee within fifteen (15) working days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) working days, he/she may appeal to the binding arbitration step, Step 4, within ten (10) working days.

STEP 4

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In the event the issue is not resolved after Step 3 decision is issued by the City Manager, the sole and exclusive remedy of the dispute shall be binding arbitration. The parties will request a list of seven names of arbitrators from the State Mediation and Conciliation Service. The list will be narrowed down to one name after alternate strikeouts of the parties. The arbitrator will be given copies of the contract, the grievance, responses, and the positions of the parties on the issues. The parties shall have the right to present evidence in support or defense of the issues. The arbitrator will render a binding written opinion.

The cost associated with this arbitration shall be shared equally by City and P.E.A.R.

SECTION XXXII LIMITED DUTY

The City may provide limited duty for employees who have physical limitations due to off-duty injuries or illnesses, subject to the following conditions:

- (a) The availability of limited duty and the ability of the employee to perform the limited duty shall be determined by the department head, taking into consideration the employee's job description.

- (b) An employee who is on limited duty shall immediately notify the department when the employee is available for normal duty and shall give the department a physician's statement indicating that the employee may return to normal duty.

AGREED:

AGREED:

RONALD STRAND
City Manager

P.E.A.R. President

DATED: _____

P.E.A.R. 1st Vice President

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P.E.A.R. 2nd Vice President

DATED: _____

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EXHIBIT "A"

**VACATION SCHEDULE
for members of
POLICE EMPLOYEES ASSOCIATION OF RIDGECREST**

<u>NO. OF YEARS EMPLOYED</u>	<u>RATE OF ACCRUAL IN HOURS</u>	<u>HOURS/YEAR</u>
0 - 4	3.08	80
5 - 9	4.62	120
10 - 14	6.16	160
15 - 19	7.70	200
20+	8.00	208