

**RESOLUTION NO. 98-78**

**A RESOLUTION OF THE RIDGECREST CITY  
COUNCIL ADOPTING A SUCCESSOR  
MEMORANDUM OF UNDERSTANDING WITH THE  
POLICE EMPLOYEES ASSOCIATION OF  
RIDGECREST**

**WHEREAS**, the City of Ridgecrest and P.E.A.R., pursuant to Government Code 3500 et seq met in good faith and reached agreement on a MOU regarding wages, hours and other terms and conditions of employment and entered into an Agreement for the term of July 1, 1998 through June 30, 2000; and

**WHEREAS**, the City Council desires to approve and ratify the Memorandum of Understanding.

**NOW, THEREFORE BE IT RESOLVED** that the City Council hereby approves and ratifies the successor MOU with P.E.A.R.

**BE IT FURTHER RESOLVED** that the City Council hereby directs adjustments of certain employee's salaries as provided within the successor MOU.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September, 1998, by the following vote:

**AYES:** Mayor Lalor, Council Members Auld, Carter, and Morgan

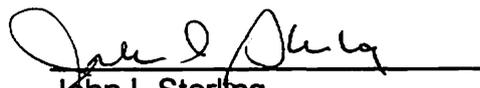
**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

  
William R. Lalor, Mayor

**ATTEST:**

  
John I. Sterling  
City Clerk

# MEMORANDUM OF UNDERSTANDING

Between

**CITY OF RIDGECREST  
and  
POLICE EMPLOYEES ASSOCIATION OF RIDGECREST**

Term of Agreement: July 1, 1998 through June 30, 2000

Ratification Date: September 2, 1998  
Resolution 98-78

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, police sergeant, senior animal control officer, animal control officer, kennel attendant and dispatcher.

## SECTION II TERM OF AGREEMENT

Unless otherwise specifically provided for herein, all the terms, conditions and provisions of this Agreement shall become effective on July 1, 1998, and remain in full force until June 30, 2000, and shall apply only to members as specified in Section I.

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 representing the Police Department.

## SECTION III MEMBERSHIP

- (a) City agrees to deduct membership dues for Association members upon written request by the employee, submitted through the Association's Board. Notification must be received by the City ten (10) days prior to date of first deduction or date of termination of deduction. City agrees to forward dues collected to the Association within thirty (30) days.
- (b) The Association agrees to hold City harmless and indemnify the City against any claims, causes of action and lawsuits, which may arise out of the dues deductions, or transmittal of such funds to the Association (exclusive of errors in computation made by the City).

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**SECTION IV WAIVER OF OBLIGATION TO MEET AND CONFER DURING THE TERM OF THE  
MEMORANDUM OF UNDERSTANDING**

As the City and the Association had the unlimited right and opportunity during the meet and confer process to make proposals with respect to any subject or matter not removed by law from the area of consultation of meet and confer, and as understandings and agreements were arrived at by the parties hereto which resulted in the Memorandum and subject to any exceptions contained herein, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum.

**SECTION V MAINTENANCE OF BENEFITS**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. This agreement constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral are of no force and effect.

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in the Memorandum of Understanding, shall remain in full force unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

**SECTION VI PROHIBITED ACTIVITIES**

**(a) Prohibited Conduct**

1. PEAR, 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 termination by the City regardless of whether PEAR carries out in good faith its responsibilities set forth below.
3. In addition to any judicial remedies available to the City against PEAR and its officers, agents, representatives and/or members, or disciplinary action against PEAR members, agents, and representatives employed by the City, the City may suspend any and all of the rights and privileges accorded PEAR 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.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**(b) Association Responsibility**

In the event that PEAR, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1 above, PEAR 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 PEAR carries out its responsibilities under this Section in good faith, the City shall not bring suit against the PEAR for damages resulting from its engaging in prohibited conduct set forth in Section (a) above.

**SECTION VII 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.

It is agreed that there be as little interference as possible by the Association Representatives during the working hours of employee or employees. It is agreed that the Association Representatives shall be permitted to conduct a reasonable amount of association business during working hours without the loss of pay. However, the Association agrees that the first responsibility of the department is to provide a service to the citizens of our community. Consequently, adequate staffing must be maintained.

- (b)** Space shall be made available to recognized employee organizations on existing department bulletin boards within the representation unit provided such use does not interfere with the needs of the department and the material posted is not derogatory to the City, employees of the City or other employee organizations in the fair and equitable judgement of the City representative. No material shall be posted which refers to candidates for public office or ballot measures. Newsletters, correspondence and minutes of Association meetings shall not be deemed political.

**SECTION VIII CITY RIGHTS**

**(a) Management Rights**

In order to ensure that the City shall continue to carry out its safety and protection services functions and responsibilities to the public as imposed by law, and to maintain efficient and responsive police and safety provisions for the citizens of the City of Ridgecrest, the City continues to reserve and retain solely and exclusively all rights including but not limited to:

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

1. Determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.
2. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain members of the Police Department.
3. Relieve members of the Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive, in accordance with the City's Rules and Regulations.
4. Determine standards and level of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation, and overall budgetary matters, including but not limited to the right to contract or sub-contract any work, services, or operations of the Police Department.
5. Determine the appropriate job classifications, organizational structure, and personnel by which Police Departmental operations are conducted.
6. Determine the size and composition of the Police Department, assign members of the Police Department, and establish work schedules and assignments.
7. Determine the issues of public policy, and control the overall mission of the Police Department.
8. Maintain and improve the efficiency and effectiveness of the Police Department.
9. Take any necessary actions to carry out the mission of the Police Department in situations of emergency.
10. Establish performance standards for members of the Police Department, including but not limited to quality and quantity standards.
11. Take whatever other actions may be necessary to carry out the wishes of the City and Public, and for police protection not otherwise specified above.
12. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency, conduct, health, and safety; as well as the rules, regulations, policies, and procedure designed to comply with applicable judicial decisions and legislative enactments and to require compliance therewith.

**Impact of Management Rights**

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

Where required by law, the City agrees prior to implementation, to meet and confer with the Ridgecrest Police Employees Association regarding the impact of its exercise of management rights.

**SECTION IX            RETIREMENT**

- (a) The City agrees to keep the current retirement plan in effect during the term of this agreement except that eligible members shall be provided the 2% at 50 years;
- (b) The City agrees to pay a maximum of 7% per employee contribution for non-sworn and 9% per employee contribution for sworn employees of the unit.

**SECTION XI            SAFETY EQUIPMENT**

The City shall supply sworn personnel with the following safety equipment: Firearm and protective vest when requested. All other equipment will be furnished by the employee. Assigned safety equipment will be furnished to 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.

Sworn officers shall be encouraged to wear the protective vests.

**SECTION XI            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 consideration in scheduling a single period of annual leave for each member and for the bidding of shifts. Bids shall be conducted on an annual basis for the following fiscal 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.

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

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

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.

**SECTION XII            TEMPORARY APPOINTMENT**

- (a) The department head, with approval of the City Administrator, 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.
- (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.
- (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. In the event that no valid eligibility list exists, the City may elect to establish a list based on immediate or projected needs.

**SECTION XIII            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 entitled to take annual vacation leave with pay except employees who have served the City less than one (1) year or who are employed temporarily.

Commencing with the first anniversary of each eligible employee, the employee shall be eligible to take annual vacation leave up to the amount accumulated when the leave is initiated. Each eligible employee shall earn annual vacation at the rate indicated in Exhibit A, if the employee is employed prior to October 1, 1982. If the employee is employed after October 1, 1982, he/she shall earn a maximum of 160 hours of vacation per year.

Eligible employees who work less than full-time, but more than 1040 hours per year shall be credited vacation on a pro rata basis.

Annual vacation shall be taken by the end of the calendar year following the calendar year in which it is earned, except as described in subparagraphs a, b and c of said section:

- (a) The times during the succeeding year at which an employee may take his/her vacation shall be determined by the Department Head with due regard for the wishes of the employee with particular regard for needs of the service.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

- b) If the requirements of the service are such that an employee cannot take all of his/her annual vacation in a particular year, such vacation may be taken in part that year and part the succeeding year, or the entire vacation may be paid for at the discretion of the appointing power.
- (c) The Department Head shall obtain the approval of the City Administrator in writing before deferring any employee's vacation to a succeeding year.

In the event that one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Persons terminating from the service of the City shall be compensated for vacation earned and accrued.

**SECTION XIV                      HOLIDAYS**

The holidays to be observed annually by the members of the Police Employees Association of Ridgecrest are as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the Friday immediately following Thanksgiving Day
- Christmas Day
- Floating Holiday (all employees employed prior to October 1, 1982).
- 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 actually worked 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 employer.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, compensatory time off will be granted at straight time.

Employees who are employed by the City of Ridgecrest prior to October 1, 1982, are entitled to one floating holiday per calendar year, to be taken within the year accrued or forfeited.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**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.

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.

Employees hired before October 1, 1982, and who have five years or more of eligible service are entitled to one-half the value of all their accumulated sick leave at the time of resignation or removal from City service.

Employees hired on or after October 1, 1982, and 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 one-half of the value of their accumulated sick leave at the time of termination of employment by resignation or removal from City service.

Employees hired on or after October 1, 1982, and 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 one-half 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.

Not more than five (5) days sick leave each calendar year may be taken in case of an employee's absence being required elsewhere because of sickness or disability of members in his/her immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or the spouse's father, mother, brother or sister.

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.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**SECTION XVI**

**LONGEVITY PAY**

Eligible employees, except Police Officers and Sergeants who have served the City for five (5) years and have attained the top step (6) of their salary range, may, upon a satisfactory written evaluation by their Department head and approved by the City Administrator, receive longevity 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 two years satisfactory service in Step 6.
- Step 8 - Two and a half percent (2.5%) salary increase based on Step 7, after two years satisfactory service in Step 7.
- Step 9 - Two and a half percent (2.5%) salary increase based on Step 8, after two years satisfactory service in Step 8.
- Step 10 - Two and a half percent (2.5%) salary increase based on Step 9, after two years satisfactory service in Step 9.

Any employee receiving compensation under this Plan and transferred or promoted to a temporary position shall retain his/her longevity status during the temporary assignment.

Eligible Police Officers who have served the City for a period of 6 ½ years and have attained the top step of 7 of their salary range, may, upon a satisfactory written evaluation by their Department Head and approval by the City Administrator, receive longevity pay in accordance with the following schedule, using Step 7 as a base:

- Step 8 - Two and a half percent (2.5%) salary increase based on Step 7, after two years satisfactory service in Step 7.
- Step 9 - Two and a half percent (2.5%) salary increase based on Step 8, after two years satisfactory service in Step 8.
- Step 10 - Two and a half percent (2.5%) salary increase based on Step 9, after two years satisfactory service in Step 9.
- Step 11 - Two and a half percent (2.5%) salary increase based on Step 10, after two years satisfactory service in Step 10.

Any employee receiving compensation under this Plan and transferred or promoted to a temporary position shall retain his/her longevity status during the temporary assignment.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

Eligible Sergeants who have served the City for a period of 8 years and have attained the top step of 8 of their salary range, may, upon a satisfactory written evaluation by the Department Head and approval by the City Administrator, receive longevity pay in accordance with the following schedule, using Step 8 as a base:

- Step 9 - Two and a half percent (2.5%) salary increase based on Step 8, after two years satisfactory service in Step 8.
- Step 10 - Two and a half percent (2.5%) salary increase based on Step 9, after two years satisfactory service in Step 9.
- Step 11 - Two and a half percent (2.5%) salary increase based on Step 10, after two years satisfactory service in Step 10.
- Step 12 - Two and a half percent (2.5%) salary increase based on Step 11, after two years satisfactory service in Step 11.

Any employee receiving compensation under this Plan and transferred or promoted to a temporary position shall retain his/her longevity status during the temporary assignment.

**SECTION XVII EDUCATIONAL AND OTHER INCENTIVE BONUS PLAN**

The purpose of the Educational Incentive Bonus Plan is to encourage full-time sworn personnel of the Ridgecrest Police Department 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 promotability and efficiency in their chosen career of law enforcement. Upon recommendation of the Chief of Police, the City Administrator may authorize an original appointee to be eligible for compensation upon appointment.

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

- (a) Be a full-time sworn member of the Ridgecrest Police Department.
- (b) Indicate his/her desire, in writing, to participate in the Educational Incentive Bonus Plan. This request shall be to the Chief of Police via the Training officer.
- (c) Courses attended must be accredited and accepted by P.O.S.T. as given by an approved school.
- (d) Courses must be directly related to the Law Enforcement field or required subjects towards a degree in Police Science.
- (e) 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.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

- (f) All time spent on class work shall be on off-duty time and shall not entail any cost to the City.
- (g) Educational Incentive Pay shall not be paid until satisfactory completion of the course, at which time it shall be subject to all required deductions.
- (h) 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 shall not be eligible for compensation.
- (i) Schedule of Compensation
  1. 5% of salary for any employee acquiring an AA Degree or an Intermediate P.O.S.T. Certificate.
  2. 2.5% upon obtaining an Advanced P.O.S.T. Certificate.
  3. 5% of salary upon receiving a BA Degree
  4. Total Education Incentive Bonus shall not exceed 10%.
- (j) Other incentive bonuses
  1. Bilingual incentive bonus shall not exceed 2.5% (must be language in large demand in the community and must pass language fluency test conducted by Personnel as established by City Policy)
  2. 2.5% incentive for Canine Handlers
  3. 2.5% incentive for Field Officers while performing FTO training duties.

**SECTION XVIII TUITION REIMBURSEMENT (Policy 79-3)**

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

Eligibility - All permanent, full time employees.

Applicability

- (a) The course or training must be directly applicable to the employee's current job classification as determined by the City Administrator.
- (b) Courses or training in areas that will be of current or future benefit to the City may be authorized as determined by the City Administrator.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

Authorization

- (a) An eligible employee may submit a request for tuition reimbursement through his/her Department Head to the City Administrator for a course or training meeting the above criteria, prior to registering for said course or training.
- (b) If approved by the City Administrator, and upon successful completion of the course of study with a satisfactory or better grade, the employee will be reimbursed for 100% of tuition.
- (c) The employee is responsible for cost of books, mileage and any required fees. However, if the tuition for the course amounts to less than \$35.00, the City will pay for tuition, books and fees in an amount not to exceed \$35.00.
- (d) Maximum expended (tuition) per employee will be \$500.0 per fiscal year.
- (e) If the employee 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 (c) and (d) above.

**SECTION XIX**      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 by written authorization from the Police Chief or 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.

Work Period

Pursuant to the Fair Labor Standards Act, a work period is a regular and recurring 28 consecutive-day period for sworn officers, 7 consecutive-day period for non-sworn, used for scheduling and computing overtime. A sworn employee is eligible for overtime pay for hours worked in excess of 160 hours during this 28-day period. This agreement is in excess of the 171 hours-worked minimum imposed by the FLSA.

For Sworn employees, the work period for Fiscal Years 1999-2000 contract only is 14 consecutive days. During this contract period, a sworn employee is eligible for overtime pay for hours worked in excess of 80 during the 14-day period.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

Method of Compensation for Overtime

Employees shall be compensated for overtime worked at the rate of one and one half times their regular rate. Employees, however, may elect to receive compensatory time off in lieu of pay. Compensatory time may be placed in a time bank to be used later at a time agreed upon by both the employee 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 employee shall elect to exchange accumulated compensatory time or vacation time for pay once it has been entered as compensatory or vacation time of the books.

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 authorized City personnel, 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 preceding 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, and holiday time shall be considered as hours worked for computing overtime, except as set forth above.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**SECTION XX      SALARY SCHEDULE**

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

<u>POSITION</u>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7*	STEP 8*
Kennel Attendant	1610	1692	1777	1865	1958	2057		
Animal Control Officer	1692	1777	1865	1958	2057	2159		
Senior Animal Control Officer	1958	2055	2161	2267	2379	2497		
Dispatcher	2067	2170	2278	2392	2512	2638		
Police Officer	2323	2439	2561	2689	2824	2965	3113	
Police Sergeant	2690	2824	2966	3114	3270	3433	3604	3785

Adoption of the MOU provides for step and longevity salary increases unfrozen for Fiscal Years 98-99 and 99-00 in accordance with the Personnel Policies and Procedures Handbook. Salary adjustments will be awarded on employee's anniversary date.

Effective July 1, 1998 bargaining unit members shall receive a 3% salary adjustment. Adjustment shall be based on the current step structure above.

Effective July 1, 1999 bargaining unit members shall receive a 3% salary adjustment. Adjustment shall be based on the step structure as of July 1, 1998.

**SECTION XXI      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.**

1. A full time probationary or permanent employee shall be eligible, subject to the provisions of Section (d), for advancement to the next higher step in the range assigned his/her class at any time within the first year that his/her supervisor and the City Administrator feel his/her performance has warranted it. All probationary employees shall be reviewed no later than one year after his/her hire date.
2. A full time, regular employee promoted to another class shall be advanced one salary step from his/her pre-promotion salary step unless the entry step in the class to which he/she is promoted is greater than five percent above his/her pre-promotion salary step, in which case he/she will be placed in the first step of the class to which he/she is promoted. The employee shall be eligible for subsequent salary increases no later than one year after date of his/her appointment.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

3. All regular, full-time employees shall be evaluated annually, with the written report completed by July 1<sup>st</sup>.

(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 Administrator, length of service, performance record, special training undertaken, or other pertinent evidence.

(d) Advancement for Outstanding Performance.

The City Administrator 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 Administrator.

**SECTION XXII      UNIFORM ALLOWANCE**

(a) The City of Ridgecrest will pay uniform allowance as follows:

Sworn Personnel: Eight Hundred Dollars (\$800.00) per year

Animal Control Officer and Dispatchers: Five Hundred Dollars (\$500.00) per year

(b) The City will issue the allowance check on the second payroll period of each July.

(c) 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.

(d) Academy 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.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**SECTION XXIII     MEDICAL**

It is mutually agreed that the City will contribute a maximum of \$450.00 per month pre-tax, per employee for health insurance for employees and their dependents to use within the cafeteria plan. The employee through authorized payroll deduction shall contribute any additional required premium. Employees shall be permitted to utilize all or part of the City-funded \$450.00 per month to obtain medical, dental, vision, group life insurance as well as placing these monies in the dependent care account or reimbursement medical expenses account. The employee may cash out the whole amount or unused balance.

**SECTION XXIV     PAYMENT FOR STANDBY TIME**

- A. Employees required to remain on court stand-by on their regular day off, shall receive six (6) hours of stand-by pay at the rate of one-quarter (1/4) their regular rate of pay.
- B. Employees required to remain on court stand-by on other than their regular day off, or any other stand-by assignment, shall receive one-quarter (1/4) of their regular rate of pay for each full hour on stand-by.
- 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.
- D. No stand-by pay will be paid unless stand-by status is authorized by the Police Chief or designee.

**SECTION XXV     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 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 five (5) years. When such request is made, the employee's current department head, the department head who inserted the letter, if available, the City Administrator or his designee, the employee and the personnel committee of the City Council shall review the request to determine whether the file shall be purged. In order for the file to be purged as set forth in this paragraph, it shall be necessary that there is majority concurrence of

**MEMORANDUM OF UNDERSTANDING**  
**City of Ridgecrest and**  
**Police Employees Association of Ridgecrest**

**July 1, 1998**  
**through**  
**June 30, 2000**

the department head, City Administrator, and Personnel Committee.

- (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 XXXI     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. They may also use the Pinney Pool free of charge.

**SECTION XXVII     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 XXXIII     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.
- (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 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.

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**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 Administrator, he or his designee shall discuss the grievance with the employee, his/her representative, if any, and other appropriate persons. The City Administrator 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 mediation step, Step 4, within ten (10) working days.

**STEP 4**

In the event the issue is not resolved after Step 3 decision is issued by the City Administrator, 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 will be the responsibility of the party bringing forth the issue to Step 4.

**SECTION XXIX      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.

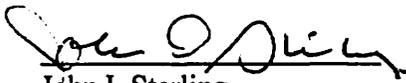
**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

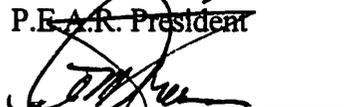
- 3) An employee who is on limited duty shall immediately notify the department when the employee is available for normal duty and shall give the department a physician's statement indicating that the employee may return to normal duty.

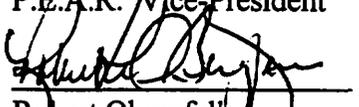
AGREED:

AGREED:

  
John I. Sterling,  
Interim City Administrator

  
Bill Hull  
P.E.A.R. President

  
Tony Brown  
P.E.A.R. Vice-President

  
Robert Obergfell  
P.E.A.R. 2<sup>nd</sup> Vice President

DATED: 4-7-99

DATED: 4/9/99

**MEMORANDUM OF UNDERSTANDING  
City of Ridgecrest and  
Police Employees Association of Ridgecrest**

**July 1, 1998  
through  
June 30, 2000**

**EXHIBIT "A"**

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

**HIRED BEFORE OCTOBER 1, 1982**

<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	6.47	168
16	6.77	176
17	7.08	184
18	7.39	192
19	7.70	200
20	8.00	208

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

**HIRED ON OR AFTER OCTOBER 1, 1982**

<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 Years or More	6.16	160

**ADDENDUM TO 1998/99 MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF RIDGECREST AND THE POLICE EMPLOYEES ASSOCIATION OF  
RIDGECREST.**

This addendum to the Memorandum of Understanding is to clarify two sections of the 1998/99 Memorandum of Understanding.

**SECTION XIV: HOLIDAYS**

It is the understanding of the P.E.A.R. Board that there has been no change in past practices of how holidays were paid in relationship to shift scheduling. As in the past, eligible officers and employees will be paid at the Holiday rate if their shift begins between 0001 and 2400 hours on the actual Holiday date as specified by the agreement. The only change was the rate of holiday pay for those who were eligible.

**SECTION XVIII: TUITION REIMBURSEMENTS**

It is our understanding this section also includes the cost of books.

  
\_\_\_\_\_  
**BILL HILL, President**

4/7/99  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**TONY BROWN, Vice President**

4/7/99  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**ROBERT OBERGFELL,  
Second Vice President**

4/7/99  
\_\_\_\_\_  
**Date**

Addendum received. Does not affect material agreement between the Association and the City.

  
\_\_\_\_\_  
**JOHN I. STERLING,  
Interim City Administrator**

4-7-99  
\_\_\_\_\_  
**Date**