

RESOLUTION NO. 03-55

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL  
APPROVING BY REFERENCE AND AUTHORIZING EXECUTION  
OF A MEMORANDUM OF UNDERSTANDING WITH THE  
P.E.A.R. EMPLOYEES**

The City Council of the City of Ridgecrest, California, hereby approves by reference and authorizes the City Manager to execute a Memorandum of Understanding between the City of Ridgecrest and the P.E.A.R. employees for the term July 1, 2003 through June 30, 2004.

**APPROVED AND ADOPTED** this 3rd day of September 2003, by the following vote:

AYES: Mayor Carter, Council Member Holloway, Council Member Martin,  
Council Member Morgan, Council Member Clark

NOES: None

ABSTAIN: None

ABSENT: None

  
\_\_\_\_\_  
Ronald H. Carter, Mayor

ATTEST:

  
\_\_\_\_\_  
Harvey M. Rose  
City Clerk

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

03-55

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

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

Term of Agreement: July 1, 2003 through June 30, 2004

Ratification Date: 10/17/03

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, Police Trainee, Animal Shelter Supervisor, Senior Animal Control Officer, Animal Control Officer, Kennel Attendant and Dispatcher.

**SECTION II                      SCOPE OF AGREEMENT**

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

**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, 2003 and remain in full force through June 30, 2004 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.

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**SECTION IV**

**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).

**SECTION V**

**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 VI**

**CONCLUSIVENESS OF AGREEMENT**

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.

**SECTION VII**

**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

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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 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 PEAR 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.

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 IX**

**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:

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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 enactment's and to require compliance therewith.

**(b) Impact of Management Rights**

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.

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**SECTION X RETIREMENT**

- (a) The City agrees to keep the current retirement plans in effect during the term of this agreement.  
Eligible Sworn members shall be provided 2% @ 50.  
Eligible Non-sworn members shall be provided 2% at 55.
- (b) The City will contribute its contracted portion for eligible sworn and non-sworn employees as well as the employees' contribution.

**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. 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 City provided protective vests, all others shall be encouraged to wear City provided protective vests.

**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. 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 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 employee is eligible to attain permanent status.

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**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.
- (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 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 entitled to take annual vacation leave with pay except employees who have served the City less than one (1) year.

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 200 hours of vacation per year. Maximum vacation accrual shall be twice the employee's accrual rate, at which time accrual of additional hours shall cease until the employee's vacation bank is below his/her maximum accrual. While resolving the issue of maximum vacation accrual, the City agrees that one time only, employees who presently exceed their maximum accrual rate will have a "grace period" of six (6) months from ratification of this agreement in which to use accrued vacation leave before their vacation accrual ceases.

Earned vacation leave shall be taken at any time, except as described in subparagraphs a and b of this section:

- (a) The times 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.
- (b) If the requirements of the service are such that an employee cannot take all of his/her annual vacation as he/she desires, the employee's supervisor shall make every effort to find an alternative time to take vacation time, or the entire vacation may be paid for at the discretion of the appointing power.
- (c) 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.

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**SECTION XV**

**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 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 employer. 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 preceding 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 City. However, uniformed officers assigned to patrol shifts and dispatchers shall observe holidays on the actual calendar day on which they fall.

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.

**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 value of all their accumulated sick leave at the time of resignation or removal from City service.

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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.

It is the intention of the City that all leave policies established by State or Federal law be observed.

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

The purpose of the Educational Incentive Plan is to encourage full-time sworn personnel (Dispatcher Koehler is the exception) 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 Manager may authorize an original appointee to be eligible for compensation upon appointment.

To be eligible to participate in the 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 Pay Plan. This request shall be to the Chief of Police via the Training officer.

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- (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.
- (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/she 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 Pay shall not exceed 10%.
- (j) **Other incentive Pay**
  - 1. Bilingual incentive pay 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 and Dispatchers while performing FTO training duties.

**SECTION XVIII                      TUITION REIMBURSEMENT**

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.

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Applicability

- (a) The course or training must be directly applicable to the employee's current job classification as determined by the City Manager.
- (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 Manager.

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.
- (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, up to a maximum of \$500 per employee per fiscal year.
- (c) 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 (b) 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.

The Police Chief may at his 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

The work period for Fiscal Year -2003 - 2004 contract is 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.

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

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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 on 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 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 above.

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**SECTION XX      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	1830	1922	2019	2120	2225	2337	2396	2456	2517	2581
Animal Control Officer	1980	2079	2183	2292	2407	2527	2590	2656	2721	2791
Senior Animal Control Officer	2292	2405	2529	2654	2785	2923	2999	3072	3149	3223
Animal Shelter Supervisor	2292	2405	2529	2654	2785	2923	2999	3072	3149	3223
Dispatcher	2419	2540	2667	2800	2941	3088	3166	3244	3326	3408
Police Officer	3148	3305	3470	3644	3828	4022				
Sergeant	4260	4473	4704	4938						

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 XXI      COMMENSURATE RANK**

**(a)      Allocation to Steps.**

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

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**(b) Merit Advancement Within Ranges.**

1. A full time probationary or permanent employee shall be eligible, subject to the provisions of Section 10(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 Manager 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 step increases no later than one year after date of his/her appointment.
3. All regular, full-time employees shall be evaluated annually on their anniversary date.

**(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.

**SECTION XXII**

**SENIOR/MASTER OFFICER DESIGNATION**

**(A) PURPOSE**

The purpose of the Senior/Master Officer designation is to provide recognition to sworn officers who have dedicated a substantial portion of their careers to the service of the City of Ridgecrest. Said recognition is designed to identify tenured officers and create a title and insignia between the ranks of police officer and police sergeant.

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**(B) POLICY**

The title of Senior/Master Officer, and corresponding uniform insignia, is strictly for the purpose of recognition. No position of supervisory authority shall be derived from said designation.

**(C) REQUIREMENTS**

**SENIOR OFFICER:** A minimum of six and one-half (6 ½) years of service as a sworn officer with the Ridgecrest Police Department, attainment of Step 6 and possession of a Peace Officer's Standards and Training and Training (POST) Intermediate Certificate.

**MASTER OFFICER:** A minimum of twelve and one-half (12 ½) years as a sworn officer with the Ridgecrest Police Department, attainment of Step 6 and possession of a Peace Officer's Standards and Training (POST) Advanced Certificate.

**(D) INSIGNIA**

**SENIOR OFFICER:** Title insignia shall consist of a chevron design, two stripes, royal blue with gold trim on a black cloth background. Chevrons shall be sewn on all shirts, jacket and coat sleeves which require a shoulder patch in accordance with department policy.

**MASTER OFFICER:** Title insignia shall consist of a chevron design, as specified for Senior Officer. In addition, an insignia of diamond design, royal blue with gold trim on a black 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.
3. The increases outlined in (E) 1 and 2 above shall be added to base pay for purposes of promotion.

**SECTION XXIII LONGEVITY PAY**

Eligible employees who have served the City for ten (10) years and who are not already eligible for a step increase as described in Section XX above 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 eligible employees shall receive two and one half percent (2.5%) of base pay per year in additional compensation thereafter up to year twenty (20); eligible employees 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 Longvity 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 XXIV UNIFORM ALLOWANCE**

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

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

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

- (b) To be paid in 24 equal installments beginning July 1, 2003.
- (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) 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.

**SECTION XXV HEALTH BENEFITS (CAFETERIA PLAN)**

The City will contribute to the cafeteria program (IRC 125) for each employee as follows:

Placement in tier is determined upon enrollment in City sponsored major medical plan (PERSCchoice, PERSCare, Porac) Effective July 1, 2003, placement in Tier 2 is determined by enrollment by employee in any City offered medical, dental, or disability plan on July 1, 2003					
		Tier 1	Tier 2	Tier 3	Tier 4
		No Med	Emp.	Emp. +1	Emp. +2+
Available 7/1/03	Monthly	\$450	\$575	\$605	\$787
Effective 1/1/04 (paid 12/1/03)	Monthly	\$450	\$575	\$655	\$837

The employee, through authorized payroll deduction shall contribute any additional required premium. All or any unused portions of the contribution to employee per month may be cashed out by the employee to be used at their will.

**SECTION XXVI 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 pay at the rate of one-quarter (1/4) their regular rate of pay.

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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 XXVII 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 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 Administrator, Chief of Police 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 XXVIII 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 XXIX 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.

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City of Ridgecrest & P.E.A.R.**

**SECTION XXX                      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.

**STEP 2**

If the grievance is not settled in Step 1, the grievance shall be reduced to writing by the employee, fully stating the 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.

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EP 4

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 will be the responsibility of the party bringing forth the issue to Step 4.

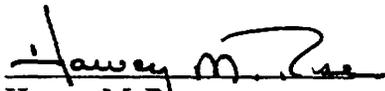
**SECTION XXXI                      LIMITED DUTY**

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:

  
Harvey M. Rose  
City Manager

  
Michael Myers  
P.E.A.R. President

DATED: 10/17/03

  
Ron Strand  
P.E.A.R. 1<sup>st</sup> Vice President

Tony Brown  
P.E.A.R. 2<sup>nd</sup> Vice President

DATED: 10/17/03

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

**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 - 14	6.16	160
15 Years or More	7.70	200

RESOLUTION NO. 03-56

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL  
APPROVING BY REFERENCE AND AUTHORIZING EXECUTION  
OF A COMPENSATION PLAN FOR MID-MANAGEMENT AND  
CONFIDENTIAL EMPLOYEE POSITIONS IN THE CITY OF  
RIDGECREST**

The City Council of the City of Ridgecrest, California, hereby approves by reference and authorizes the City Manager to execute a Compensation Plan for Mid-Management and Confidential employees of the City for the term July 1, 2003 through June 30, 2004.

**APPROVED AND ADOPTED** this 3rd day of September 2003, by the following vote:

AYES: Mayor Carter, Council Member Holloway, Council Member Martin,  
Council Member Morgan, Council Member Clark

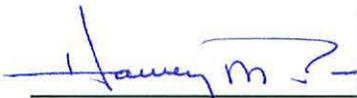
NOES: None

ABSTAIN: None

ABSENT: None

  
\_\_\_\_\_  
Ronald H. Carter, Mayor

ATTEST:

  
\_\_\_\_\_  
Harvey M. Rose  
City Clerk