



MEMORANDUM OF UNDERSTANDING

between

THE EAST BAY REGIONAL PARK DISTRICT

and

**EAST BAY REGIONAL PARK DISTRICT POLICE
ASSOCIATION**

2022 Edition

December 20, 2022 through March 31, 2026

MISSION STATEMENT

The East Bay Regional Park District preserves a rich heritage of natural and cultural resources and provides open space, parks, trails, safe and healthful recreation and environmental education. An environmental ethic guides the District in all of its activities.

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ARTICLE ONE: PURPOSE AND ORGANIZATION

1.1 PURPOSE

The East Bay Regional Park District ("District"), created pursuant to the provisions of the Public Resources Code of the State of California, is a public special district.

The East Bay Regional Park District Police Association, ("PA"), represents the employees of the District in the Public Safety Unit (as hereinafter defined).

The PA and the District ascribe to and recognize that the mission and purpose of the District is to provide quality and economical park and recreation services and facilities; and this MOU is entered into as of February 21, 2023, between the District and the PA. It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment and PA-District relationships.

1.2 DEFINITIONS

As used in this MOU the following terms shall have the meanings indicated:

- A. Appropriate Unit: All employees in the classification of Police Officer, Police Officer/Helicopter Pilot, Police Officer/Helicopter Pilot Recruit, Police Officer Recruit, Police Sergeant, Police Sergeant/Helicopter Pilot, Fire Captain, Communications Dispatcher, Dispatch Supervisor, Property and Evidence Supervisor, Police Services Technician, Support Services Supervisor and Public Safety Volunteer Coordinator.
- B. District: The East Bay Regional Park District, and where appropriate herein "District" refers to the Board of Directors, the governing body of said District, the General Manager or any duly authorized management employee.
- C. Employee, Permanent: An employee hired in a year round job assignment of 12 months in a regular classification as provided for in the District's annual budget or by other Board Action and designated a permanent employee by approval of the General Manager. Effective January 1, 2000, all Communications Dispatcher will obtain the designation of permanent after 18 months in their job assignment.
- D. Employee, Volunteer: A person in an employee status, pursuant to a written agreement specifying volunteer status and specifying that such person shall receive no compensation of any kind or any benefits except as specifically provided herein. No provisions of this MOU shall apply to volunteer employees, except as specifically provided in such provisions.

- E. Employee, Probationary: Any employee who has not completed the probationary period.
- F. Employee, Part-time: Any employee who normally works less than 35 hours per week.
- G. Meet and Confer (sometimes referred to herein as "Meeting and Conferring"): Performance by duly authorized District representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation to personally meet as set forth in Article 2.4 below in order to freely exchange information, opinions and proposals concerning matters within the scope of representation involving wages, hours and other terms and conditions of employment for the purpose of endeavoring to reach agreement on such matters in the form of a MOU.

1.3 TERM

This MOU shall become effective following the East Bay Regional Park District's Board of Directors' adoption of this agreement and shall continue in full force and effect until midnight, March 31, 2026.

1.4 SUCCESSORS

This MOU shall be binding upon and inure to the benefit of the successors and assigns of each party.

1.5 TIME

Time is of the essence of this entire MOU.

ARTICLE TWO: EMPLOYER-EMPLOYEE RELATIONS

2.1 EMPLOYEE RIGHTS

Subject to the provisions of this MOU, and applicable law, all employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations involving wages, hours and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by the PA because of their exercise of these rights.

2.2 DISTRICT RIGHTS

Except as otherwise expressly provided in this MOU, the District retains all rights of management, including the right to direct employees, to hire, reclassify, determine the content of job classification, develop and administer performance evaluation systems, promote, train, transfer, assign and retain employees, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work, lack of funds, or for other causes beyond the District's reasonable control, to provide necessary equipment as listed in Appendix B, to determine organization and budget, to maintain the efficiency of the operations entrusted to the District and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting; similarly, to take whatever action may be necessary regardless of prior commitments to carry out the mission of the District in an emergency or any unforeseen combination of circumstances which calls for immediate action, and the right to make reasonable rules and regulations pertaining to employees.

2.3 SETTLEMENT OF LABOR RELATIONS POLICIES

The parties agree that this MOU sets forth their entire agreement on all Labor Relations policy matters for the term of the MOU. Accordingly, except as may be expressly provided herein concerning any matter requiring meeting and conferring, all dealings between the parties during the term hereof shall consist of the administration of the MOU and the processing of any grievances that may arise. For those purposes it is agreed that except as may be otherwise expressly provided in this MOU, the District shall contact and deal with the PA only through the PA's President (or such other persons the PA may hereafter designate in writing) and not otherwise, and the PA shall contact and deal with the District only through its General Manager (or such other persons the General Manager may hereafter designate in writing) and not otherwise. The parties also hereby agree that there are not now, and shall not in the future be, any agreements or understandings between them concerning any of the subject matter of this MOU or otherwise except that which has been reduced to writing and signed by authorized representatives of both parties.

2.4 MEET AND CONFER

A. Conference - Procedures

The District and the PA shall meet and confer only in accordance with the following:

1. Number of Representatives: Each party shall designate up to three representatives, all of which may be District employees on duty, to attend such meetings for the purpose of meeting and conferring.
2. Meeting Times - Procedures and Purposes: Representatives of the PA shall be entitled to meet and confer as provided herein with District officials during working hours, for reasonable periods of time agreed to by the parties, or otherwise as specifically provided in this MOU, without loss of pay or time. However, employee representatives shall not leave their duty station or assignments without the specific prior approval of their immediate supervisors, which approval shall not be unreasonably withheld. Nothing herein shall limit or restrict the right of both management and employee groups to meet either before or after the regular working day as a matter of mutual convenience as they may agree so to do.

B. Meet and Confer – New MOU

1. Sixty days prior to the expiration of this MOU the parties shall meet to begin negotiations for a new MOU.
2. The PA negotiating committee may include up to three employees on District paid time. Any additional members shall be on non-paid status and may attend negotiating meetings with the approval of the employee's supervisor.
3. If no agreement is reached before 15 days prior to the expiration of this MOU, either party may declare an impasse has been reached in negotiations. Either party may then contact the State Conciliation Service and ask that a mediator be appointed to mediate the dispute.
4. The mediator, when appointed, shall meet forthwith with the parties, either jointly or separately, and shall take such other steps as the mediator may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator, however, shall not have the power to impose any settlement on the parties.

2.5 APPROPRIATE UNIT

The District recognizes the employees appointed to the classifications set forth in Appendix A as an appropriate bargaining unit exclusively represented by the East Bay Regional Park

District PA for the purposes of collective bargaining as defined in Government Code Sections 3500, et seq.

2.6 POLICE ASSOCIATION

A. Union Payroll Deductions

1. The District agrees to deduct on a bi-weekly (not to exceed twice a month) basis the periodic membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") from the paycheck of each employee who voluntarily executes a valid check-off authorization form.
2. The District will implement any change to an employee's payroll deductions within the first full pay period following notification of such change by the PA.
3. The Association will be custodian of records for payroll deduction authorizations. The District shall provide to the Association all payroll deduction authorizations previously submitted to the District by existing members, and shall continue payroll deductions pursuant to those previously submitted payroll deduction authorization forms. For each such authorization, the Association will provide the District with a written certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.
4. The District will direct employee requests to authorize payroll deduction(s), or requests to cancel or change status regarding such payroll deductions, to the Association and shall rely on information provided by the Association regarding whether an authorization/change in payroll deduction(s) has been properly requested by the employee.
5. The Association shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, the Association will provide the District with adequate information in the certification document for each employee to allow the District to identify the appropriate level of payroll deductions.

B. Dues Check-Off Procedures

1. **Certification of Dues:** The following certification form shall be used by the PA to initially certify membership dues or to make any change in the previously certified dues:

CERTIFICATION OF TREASURER OF THE PA

I certify that the membership dues for employees in the bargaining unit are \$ _____ per employee per month.

Date: _____, 20____ Signature _____
Treasurer of the PA

Date of Delivery to the District: _____, 20 ____

2. Terms of Payroll Deductions: Payroll deductions shall be made only from wages earned by employees for a full calendar month's employment; provided, however, the deduction for any employee shall not be made unless :

a) certification of the amount of or of any change in the amount of the monthly dues or service fee has been delivered to the District not later than the 10th day of the calendar month for which such deduction is to be made.

3. Remittance to the PA: All sums deducted by the District shall be remitted to the PA at the PA's then current address for notices once each month by the 15th calendar day of the month following the month in which the deductions were made, together with a list of names of each employee for whom a deduction was made.

4. The Association shall defend, indemnify and hold the District harmless from any cost or liability resulting from any and all claims, demands, suits, or any other action due to Payroll Deductions made in reliance on information provided by the Association.

C. Prohibition against Discrimination

1. The PA shall represent fairly all employees in units it represents and who wish to be represented by it and shall not discriminate on the basis of organizational membership, race, color, creed, sex, disability or national origin or any other protected basis under applicable federal, state, or local law.

2. The District shall not discriminate for or against any employee organization or its members nor in any way coerce or influence any employees in their free choice to join or not to join any employee organization, nor shall it discriminate

on the basis of age, sex, marital status, religion, race, color, creed, national origin, sexual preference, disability or political or Union affiliation or any other protected basis under applicable federal, state, or local law.

D. PA Representatives

The District recognizes and agrees to deal with the President of the PA in all matters relating to grievances and the interpretation of this MOU.

E. List of Officers

A written list of the Officers of the PA and the specific areas they represent shall be furnished to the District immediately after their designation and the PA shall notify the District promptly in writing of any changes of such Officers.

F. New Employee Orientation

The District shall provide the Association with as much advanced notice as reasonably possible of any new hire to a represented classification. The District shall also provide the Association with an exclusive one (1) hour meeting with any new represented employee (or group of represented employees) as part of the employee's new employee orientation, which shall occur within the first seven (7) calendar days of the employee's first date of work. The specific date, time and location of the one (1) hour Association meeting with the new employee will be coordinated by the Chief of Police or his/her designee and the President of the Association.

G. Bargaining Unit Lists

The District will provide the Association a digital file via email address designated by the Association containing the following information to the extent the District has it on file: the name, job title, department, work location, work, home and personal cellular telephone number, personal email address and home address of Association unit employees on file with the District. This information will be provided monthly for newly hired employees and once per quarter for the entire bargaining unit.

H. Hold Harmless

The Association shall indemnify, hold harmless, and defend the District against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the District's compliance with this section. The Association shall be responsible for the defense of any claim within this provision, subject to the following: (i) the District shall promptly give written notice of any claim to the Association; (ii) the District shall provide assistance reasonably requested for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the District shall have the right to participate in, but not control, any litigation for which indemnification is

sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the District in any manner, including but not limited to paying any amounts in the settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the District, or agreeing to any injunctive relief or consent decree being entered against the District, without the consent of the District. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the District.

2.7 WORKFORCE FLEXIBILITY

A. Acknowledgement of Interests

The PA acknowledges that the District has wide discretion in determining staffing levels and scheduling assignments to meet District policing needs. This section is in no way intended to diminish District rights in these areas as set forth in Article 2.2 of the current MOU.

Rather, it is intended to clarify the relationship between workforce flexibility, the nature of District police operations, and best practices for ensuring public safety. By doing so, it is intended to minimize controversy over the use of alternative staffing forms in police service delivery. Both the District and the PA share an interest in ensuring that the public is provided police services in the safest, most timely, cost-effective manner possible.

B. Workforce Flexibility

The term "workforce flexibility" refers to the ability of District management to use a range of staffing alternatives to meet policing needs. These include sworn staff, non-sworn staff, cooperative policing agreements, private unarmed security, volunteers, police reserves, seasonal officers, and fee-for-service contracts with city and county agencies. Implicit in the term is that sole reliance upon permanent staffing is neither fiscally sound nor operationally effective.

C. Permanent Staffing Needs

The District acknowledges that the PA has an interest in ensuring that permanent staffing needs are addressed in a timely, reasonable, and fair manner. To meet this interest, the District will meet regularly with PA representatives to review the use of staffing alternatives.

D. Non-Supplantation of Overtime

The intent of this provision is to ensure that internal overtime opportunities are reasonably available based upon historical practices and allocated fairly among permanent staff, both sworn and civilian. The District recognizes that the PA has concerns about fee-for-service contracting supplanting the availability of overtime assignments. To allay these concerns, the District agrees to maintain historical overtime practices during the life of the agreement, absent a change in fiscal or operational circumstances. With respect to the staffing of overtime assignments, however, the District will not implement administratively burdensome procedures for doing so, particularly during peak activity periods, before contracting for outside services.

E. Fee-for-Service Contracting*

To the extent feasible, the District agrees to use internal staff, including seasonal officers, civilians, and reserve police officers, to meet seasonal fluctuations, rather than fee-for-service contracting. However, if outside police officers or civilians are employed, they shall be responsive to District supervisors and commanders, consistent with service agreements entered into by the District and the employing agency. The District agrees that the Assistant General Manager for Public Safety will discuss such service agreements with PA representatives prior to implementation, absent exigent circumstances.

*The term "fee-for-service contracting" specifically refers to the practice of the District hiring outside staff to perform in-District duties as a supplement to the existing workforce, particularly during times of peak workload.

F. Annual Cap on Fee-for-Service Contracting

The District agrees that fee-for-service contract hours with other local and county agencies shall not exceed 1,000 hours annually. The District further agrees that whenever the level of fee-for-service contract hours in a given year reaches 80% of the cap, the District will meet with the PA to discuss the use of additional permanent staff in lieu of fee-for-service contracting. If the discussions result in the addition of a permanent FTE, the District shall have an additional 1,000 fee-for-service hours available to it during that same year.

ARTICLE THREE: BOARD MEETINGS

- A. A designated employee representative of the PA may attend Board Meetings. Attendance will be compensated at straight time pay for the hours of the Board meeting provided such hours are part of the representative's normal work schedule.
- B. Employees other than the paid representative may attend Board meetings during their normal work schedule provided such time off the job is charged as use of:
 - Vacation time or
 - Compensating time
- C. The Public Safety Managers group will be made aware of this policy and will facilitate such attendance provided absence of the representative will not cause hardship or operating problems to the District, in which event a substitute representative may attend the meeting.

ARTICLE FOUR: ADMINISTRATION

4.1 EMPLOYMENT INTERVIEW OBSERVER

The PA shall have the right to one non-voting observer for entry level and supervisory classifications covered by this MOU.

4.2 JOB CLASSIFICATION

- A. Work in Job Classification: All employees shall be hired into a job classification to be designated in the employee's personnel records, and will normally be required to perform only the duties of that classification.
- B. Work Appropriate to All Job Classifications: Individual job classifications are designed to describe specific qualifications and duties of each job in the District. In addition to those duties, it shall be a term and condition of all employees' employment that each such employee shall:
 - 1. Perform work out of class for periods not to exceed 30 consecutive work days' duration where the immediate supervisor and the Assistant General Manager for Public Safety concur that such employee is capable of performing the new duties thus assigned to such employee:
 - a. To fill in for another employee in the same Department who is absent from work or, when such employee's own work load permits, assist another employee needing help to complete his/her work in a timely manner; and
 - b. To do work assigned for purposes of allowing an employee to complete a total unit of work or for job enrichment purposes; and
 - c. In special assignment positions established where duties and responsibilities are of a short period for special work projects. Said positions may be established by the General Manager following a report and recommendation thereon by the Assistant General Manager for Public Safety and the Human Resources Manager. Selection of employees to said positions and removal therefrom shall be made by the Assistant General Manager for Public Safety. An employee so assigned shall receive a salary increment of 5% of such employee's salary.
 - 2. Respond in a courteous, helpful manner to park users and staff, assisting them where reasonably practicable, or otherwise directing them to the appropriate person or office for the information or assistance they need.

4.3 SEASONAL EMPLOYEES

- A. Seasonal employees may be used during the months of March through October to augment the work force. The number of seasonal officers will be limited to 25% of the number of officers and sergeants during this period.
- B. Seasonal employees will not be used during November, December, January or February except to cover the hiring process, vacations or leaves of absence. The number of seasonal officers will be limited to 7% of the number of officers and sergeants during this period.

ARTICLE FIVE: WORK SCHEDULE

5.1 DAYS AND HOURS OF WORK

- A. Normal Schedule and Overtime: During the normal two week pay period, the scheduled hours of work will total 80 hours. Hours worked in excess of the normally scheduled hours in a day or in a week, which are required by an employee's supervisor, shall be deemed overtime. No employee shall be scheduled to work two consecutive shifts except in emergency situations. For purposes of this section, an emergency situation is a sudden or unforeseen circumstance or event that requires a level of staffing to ensure adequate levels of public safety. Routine backfilling of shifts due to pre-approved vacations, long term disability leaves, training leaves, or sick leaves do not constitute emergency situations.
- B. Shifts, working days of the week and such details shall be as determined by the District. Although many District employees will work a Monday through Friday schedule, the very nature and function of the District require many individuals to work unusual hours and work weekends. Work schedules showing the employee's shift, workdays and hours shall be posted.
- C. Pursuant to the terms set forth in 5.1(A)-(B), normal schedules during the Summer Shift (April through October) and Winter Shift (October through April) may include, but are not limited to, the following:
- 4x10 hour Schedule - Four (4) consecutive workdays of ten (10) consecutive hours.
 - 3x12 hour Schedule- Three (3) consecutive workdays of twelve (12) consecutive hours with one additional shift of eight (8) consecutive hours every two weeks totaling eighty (80) hours in a pay period.
 - 3x12 hour Schedule (hybrid) - Day shift and night shift would be a 4x10 hour schedule with four (4) consecutive workdays of ten (10) consecutive hours. Swing shift would be three (3) consecutive workdays of twelve (12) consecutive hours with one additional shift of eight (8) consecutive hours every two weeks totaling eighty (80) hours in a pay period.

The Park District agrees to implement the following schedules on a one-year pilot basis for pre-designated work groups for the Summer Shift beginning in April 2023 and ending in October 2023 and remaining in place through the Winter Shift that begins in October 2023 and ends in April 2024. The District, represented by the AGM – Human Resources or designee and the AGM – Public Safety, will form a joint labor management committee to meet on a quarterly basis to monitor and evaluate the pilot program:

- Summer Shift: 3x12 hour schedules for all represented employees working weekend shifts (Friday, Saturday, Sunday) and 4x10 hour schedules for all represented employees working weekday shifts (Monday-Thursday).

Detectives shall be assigned to a 4x10 hour schedule. The Park District reserves the right to modify or adjust the weekend or weekday shift schedules to meet operational needs.

- Winter Shift: 4x10 hour schedules for all represented positions.

This one year pilot program shall sunset effective at the beginning of the Summer Shift that commences in April 2024 unless the District and the Association mutually agree to an extension thereof. The District, through the joint labor management committee, shall provide the Association with at least 60 days advanced notice of its intent to continue or terminate the pilot program.

5.2 BREAKS

- A. Meals: All full-time employees, except in cases of emergency or where workload does not allow for a lunch period, shall be granted a paid 30 minute meal period during each normal work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. If any full-time employees, at the request of their immediate supervisor, are expected to work two hours beyond their scheduled work periods, the District will either provide a meal or will provide a meal allowance consistent with the then-applicable IRS Meal & Incidental Expenses guidelines. For 2022 and 2023, the limits are \$17 for breakfast, \$18 for lunch and \$34 for dinner. . Such allowances will be claimed on the employee's timecard on the day the meal is incurred.
- B. Paid Rest Periods: All employees may take a rest period of not more than 15 minutes for each half-day of work. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit.
- C. Equipment Service Time: A paid 10-minute equipment service period at the end of the workday shall be granted to any employee who, in the supervisor's discretion, requires clean up or equipment service time.

ARTICLE SIX: SALARY AND COMPENSATION

6.1 **COMPENSATION**

A. Wages:

1. Effective the first full pay period of October 2022, all represented employees shall receive a wage increase of three percent (3.0%).
2. Effective the first full pay period of February 2023, the Park District shall implement a modified salary step structure for certain Association represented positions as set forth in Appendix A.
3. Effective concurrent with the implementation of the salary scale adjustments set forth in the preceding paragraph, Step G (8-year longevity step) for (i) Police Officer shall be increased by one and one half percent (1.5%) such that Step G shall be a total of approximately 4.0% above Step F and (ii) Police Sergeant shall be increased by one percent (1.0%) such that Step G shall be a total of approximately 3.5% above Step F. Employees shall advance to Step G after three (3) years in Step F for the classification.
4. Effective the first full pay period of October 2023, all represented employees shall receive a wage increase of three percent (3.0%).
5. Effective the first full pay period of February 2024, all represented employees shall receive a wage increase of one percent (1.0%).
6. Effective the first full pay period of October 2024, all represented employees shall receive a wage increase of three percent (3.0%).
7. Effective the first full pay period of February 2025, all represented employees shall receive a wage increase of one percent (1.0%).
8. The pay rates as adjusted by paragraphs A.1 and A.3. above are set forth in Appendix A and shall become effective as set forth above.
9. Upon completion of the patrol Field Training Program, Police Officer/Helicopter Pilot's shall promptly advance to Step B1 of the Helicopter Pilot salary schedule (regardless of their assignment).

B. Entry Step

1. Normally all employees enter their first job classification or any promotional or new classification at the Step A pay level. In the case of internal promotions, if

such step is less than 5% above the salary level prior to promotion, the employee shall be granted the next step in the salary range of the new position which is immediately above such employee's salary at the time of promotion. With regard to new entry level or lateral appointments, the General Manager upon recommendation by the Assistant General Manager for Public Safety may authorize entry at any step in order to meet recruiting problems, or to recruit or recognize a person with extraordinary qualifications.

2. Lateral Hires: The Assistant General Manager for Public Safety may authorize entry at any step up to and including the C step for lateral hires after reviewing the training experience of the individual and certifying to the Human Resources Manager that these qualifications warrant the increased level of compensation. Effective January 1, 2012, the Assistant General Manager for Public Safety may authorize entry at any step up to and including the "D" step for lateral hires.

C. Step Advances

Normally all employees in classifications which provide for step advances in pay shall not be advanced from one pay step to the next without having served the full time interval specified for each step. All time an employee is in the status of leave without pay (see Article 11.3 below) shall not be included in computing time served in each step. It shall be the responsibility of the Human Resources Division to notify the Assistant General Manager for Public Safety reasonably in advance of the time any employee will have completed the time specified in each pay step. The Assistant General Manager for Public Safety shall thereupon formulate a written recommendation concerning step advancement for such employee to the General Manager, who shall decide whether to advance such employee. If advancement is withheld, the employee shall be notified of the reason therefore in writing and a copy of such notice shall be filed in the employee's personnel file.

1. Early Step Advancement: If the Human Resources Manager and Assistant General Manager for Public Safety determine that it is necessary for the good of the District, and that the employee has demonstrated extraordinary progress in the factors for normal advancement listed in Article 6.1 (C) (2) below, such employee may be advanced prior to completion of the specified time-in-step requirements. The reason for this determination must be demonstrated in writing and filed in the employee's personnel file.
2. Normal Step Advancement: Employees shall normally receive pay step advancements upon completion of the specified time in step, provided they have demonstrated progressive improvement in job skills and work performance and continue to demonstrate a positive and constructive attitude toward the District and its objectives of service to the public. Such matters as good work attendance, safety alertness, efforts to improve job skills, initiative and ability to work constructively with co-workers shall be considered along with written performance ratings by the employee's supervisor(s) covering the

prior performance rating period.

3. Withholding Step Advance: Division Commanders and supervisors have the authority and responsibility to recommend withholding step advancements if they are not merited. Employees may grieve improper application of this paragraph. Division Commanders shall keep their employees informed about their job performance, giving deficient employees all reasonable guidance and assistance toward improvement.

6.2 WORK IN A HIGHER CLASSIFICATION

Employees designated to substitute for employees in a higher classification or to temporarily fill a vacant budgeted position and assuming the full range of responsibilities for the higher classification shall be paid an additional \$25.00 per day if the employee's regular schedule is either 10 or 12 hours per day, and \$20 per day if the employee's regular schedule is 8 hours per day. Such compensation shall commence from and include the first day of such work in the higher classification. Pursuant to CalPERS regulations, such compensation shall only be reported as special compensation when the assignment is to a vacant position that is the subject of an active recruitment, in which case the assignment shall be limited to 960 hours per CalPERS fiscal year (July 1 through June 30).

This Article 6.2 shall be applicable only when:

- A. A permanent employee substitutes for a permanent employee in an approved budgeted position or fills a vacancy; and
- B. The employee is designated by name to work in the higher class and receive acting pay; and
- C. The supervisor making such designation is at least one supervisory level above the class being filled.
- D. In the event that an employee is designated by the General Manager, a division or department head, or his/her designated representative, on a temporary basis to a position in a higher classification and who, pursuant to such an assignment, does perform all the significant duties and responsibilities of such position for thirty (30) consecutive days shall be paid at the first step of the higher class or five percent (5%), whichever is greater. This shall become effective the thirty-first (31) day of acting employment and this will continue until the assignment is concluded or as noted below. The acting pay can never exceed the maximum authorized pay range of that classification.

An employee who serves in a long-term acting assignment and then subsequently

takes paid leave (e.g. vacation, sick leave, or compensatory time) during the acting assignment, may remain at the higher acting pay range, if the employee has not concluded the acting assignment, provided the time off does not exceed two work weeks (eight to ten consecutive work days, depending on the work schedule).

Vacation pay outs and compensatory time pay outs shall be made at the employee's regular rate of pay, not at the acting rate of pay.

6.3 OVERTIME

A. Definitions

1. Overtime: Time spent in ordered duty, and pre-approved by supervisor, in excess of normally scheduled hours in one day or one week. Overtime shall be earned and paid in tenth (0.1) of an hour increments rounded to the nearest tenth (0.1) of an hour. One tenth (0.1) is equal to six (6) minutes.
2. Extension of the Performance of Police Function (Contiguous): An extension of a regular workday, either before or after the shift.
3. Standby: When an employee is required by the District to be on on-call status, available for immediate callback.
4. Callback Time: That time an employee spends when called back to duty on their day off, or on their duty day not contiguous with the duty shift, but excludes Training or Court time.
5. Court Overtime: Time spent either off duty or contiguous with a duty day before or after a shift for the purpose of conferring with members of the District Attorney's office or appearing in court when subpoenaed as a witness in a District matter.
6. Training Time: Time spent for training on a day off or on a duty day not contiguous with a work shift.

B. Overtime should be approved in advance whenever possible.

C. Computing Overtime and Standby Time

1. Approved overtime which is an extension of the performance of a police function is computed at the rate of 1.5 times the straight time rate based on actual overtime worked rounded to the nearest 1/10 hour.
2. Standby time is computed at the rate of 1/2 straight time, for the actual time on standby status.

D. Callback Pay/Court Time

1. If overtime worked is contiguous with a work shift, it will include actual time at 1.5 times the regular rate.
2. When such time is on scheduled time off, the employee will receive a minimum of three (3) hours at 1.5 times the regular rate or the actual hours at 1.5 times the regular rate, whichever is greater. When such time is on a scheduled day

off, the employee will receive a minimum of four (4) hours at 1.5 times the regular rate or the actual hours at 1.5 times the regular rate, whichever is greater.

3. When an officer has a court appearance scheduled on time off, and such appearance is canceled with less than 24 hours notice, the officer shall be given two hours of pay at 1.5 times the regular rate.

E. Callback Time

An employee called to duty on a normal day off will receive a minimum of four hours pay at 1.5 times the regular rate. An employee called to duty on a duty day, but not an extension of their regular tour of duty, nor for training time, will receive a minimum of three hours of pay at the overtime rate. When an employee is on callback status they will also be entitled to one hour of travel time computed at 1.5 times the regular rate in addition to the above listed minimums. This provision shall also apply to the above employees when ordered to duty, appear for duty then are not used and sent home.

The following chart shall be used to reflect the above referenced language regarding Callback Pay:

Callback Pay				
	Extension of Shift	Non-continuous Regular Work Day	Day Off	Cancellation of scheduled overtime with < 24 hours notice
Court	Actual hours @ 1.5	3 hour minimum @ 1.5 or actual time, whichever is greater.	4 hour minimum @ 1.5 or actual time, whichever is greater.	2 hour minimum @ 1.5
Training	Same	Same	Same	NA
Meetings	Same	Same	Same	NA

Callback pay is defined as compensation for any department required activity beyond or outside an employee's regular work day. Callback time includes court, training, or meeting time or any other time that an employee's attendance is mandatory.

For purposes of court callbacks, the department will not compensate employees for court standby.

The "Day Off" column in the above chart includes court, training and meetings required during day time hours for employees whose regular schedule is the graveyard shift.

F. Overtime on School Assignment

During assignments to a training course, the employee will receive normal salary, with no overtime for such conditions as long classes, study time, etc., except when approved in advance.

6.4 PAYDAYS

Normal payday is every other Friday except when Friday is a holiday, payday will be Thursday. Where there are two holidays in a payday week, payday will be held over until the following Monday.

6.5 OVERPAYMENTS AND UNDERPAYMENTS

In the event of overpayments on payroll checks made by the District to an employee, the District shall notify the employee of the overpayment. Upon request by the affected employee, the District will endeavor to reach an acceptable method of repayment. Upon notification of underpayment on payroll checks or failure to issue a payroll check, the District will make every reasonable measure to insure immediate payment to the employee.

6.6 INCENTIVE PAY

A. POST Certification and Education Pay

Effective the first full pay period following Board approval of this MOU, the District shall pay the following P.O.S.T. and degree incentive pays:

- A four percent (4.0%) incentive will be paid to sworn personnel who possess an Intermediate Certificate, and to a Communications Dispatcher or Dispatch Supervisor that possess a Dispatcher Intermediate Certificate.
- A six percent (6.0%) incentive will be paid to sworn personnel who possess an Advanced Certificate, and to a Communications Dispatcher or Dispatch Supervisor that possess a Dispatcher Advanced Certificate. An employee receiving an Advanced POST incentive shall not be eligible for the Intermediate POST incentive in the prior paragraph.
- A two and one-half percent (2.5%) incentive will be paid to sworn personnel and to a Communications Dispatcher who possess a Bachelor's Degree.
- A three and one-half percent (3.5%) incentive will be paid to sworn personnel and to a Communications Dispatcher or Dispatch Supervisor who possess a Master's Degree. Employees qualifying for a Master's Degree incentive are not eligible for the Bachelor's Degree incentive.

No employee may receive more than nine and one-half percent (9.5%) incentive for any combination of degree or POST certificates.

The District agrees that any sworn member who received a higher incentive rate on October 1, 2018, will continue to receive that rate if he/she remains qualified to receive it. In order to qualify for the incentive pay, an employee must submit evidence of the appropriate educational degree and/or P.O.S.T. certification as noted above.

B. Bilingual Premium

To overcome language barriers and to provide the community improved access to Park District services, the Park District and the Association encourage unit members to use Park District designated languages during contact with the public. For the purpose of bilingual premium pay, the Human Resources Division shall designate the non-English languages that may be used in accordance with this provision and the Human Resources Division's bilingual testing and pay procedures. In designating language under this section, the District shall follow the Equal Access language guidelines set forth by the City of Oakland. To be eligible for bilingual premium pay, a unit member must be certified and designated under either subsection 1 or 2 and must provide bilingual service when requested by the Park District. Members demonstrating proficiency in American Sign Language shall automatically be placed at Level 2. An employee may make a request of their supervisor to be considered for certification and/or designation.

1. Level 1 Certification: To be eligible for Level 1 Certification, a unit member must have the ability to effectively communicate with the public in a non-English language designated as eligible by the Human Resources Division. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in this section and section 2(A) below shall not be pyramided.

A. Full Time Unit members certified with Level 1 skills shall be paid \$50 per pay period.

2. Level 2 Certification: To be eligible for Level 2 Certification, a unit member must have the ability to translate conversations and written materials in Non-English language designated as eligible by the Human Resources Division. A unit member shall be paid for either Level 1 or Level 2 bilingual skills, and the bilingual pay described in section 1(A) above and this section shall not be pyramided.

A. Full Time Unit members certified with Level 2 skills shall be paid \$75 per pay period.

3. Certification Standards: The Human Resources Division establishes the testing procedures and Divisions designate individual employees pursuant to Park District procedures.

4. Arbitrability of Bilingual Pay: The Park District's substantive evaluation of a unit member's knowledge of and skills in a designated second language shall not be grievable under Article 10 of this collective bargaining agreement.

C. Crime Scene Investigator Premium

Effective the first full pay period following Board approval of this MOU, employees

designated as Crime Scene Investigators shall receive \$25.00 for any day, or portion of a day, in which they are assigned by the Police Chief or designee to perform Crime Scene Investigator responsibilities.

6.7 COMPENSATORY TIME

Any employee may request compensatory time off in lieu of overtime pay for overtime. Overtime voluntarily worked by sworn personnel in dispatch classifications may be taken as overtime pay only. Compensatory time off shall be granted at 1.5 hours for each hour of overtime worked. Accumulation of compensating time shall be limited to 200 hours.

Use of compensatory time shall be requested with reasonable advance notice through the employee's supervisor. The District reserves the right to limit or deny use of accrued compensatory time by any employee to assure adequate staffing during the heavy park use period.

Requests for use of compensatory time will be considered in the order submitted. When two or more employees in the same work unit simultaneously request the same compensatory time dates, the conflict will be resolved on the basis of seniority.

6.8 CANINE HANDLER ALLOWANCE

The police service canine handler shall be reimbursed for reasonable expenses associated with supplies and materials needed in the care, feeding, grooming, and other needs of the canine up to \$100 per month. The canine handler shall submit receipts to the Operations Captain each month for reimbursement. For very large or out of the ordinary cost items, the canine handler shall receive advance approval from the Operations Captain before incurring the expense. In the event of an emergency with the dog, on or off duty, the handler will immediately notify the On Duty Watch Commander regarding the emergency and obtain approval for the expense. In the event the On Duty Watch Commander is not available, the handler will contact the On Call Watch Commander for approval. If there is no response from the On Call Watch Commander within a reasonable time period based on the extent of the emergency, then the On Duty Shift Supervisor is authorized to approve or disapprove the expense. The Operations Captain will be notified as soon as possible of the emergency.

For the canine handler's time spent caring, feeding, grooming, exercising and attending to the needs of the canine, the compensation shall be two hours per week at the overtime rate (in monetary payment).

At the end of the service life of the canine, the handler will have the opportunity to purchase the canine, as is, for the nominal fee of \$1.00. The handler shall then assume all liability and responsibility for the canine's subsequent health and welfare, and shall indemnify and hold the District harmless in any legal or administrative action arising for any incident after canine's separation from active service. The agreement will be documented in an East Bay

Regional Park District contract for sale. If the handler chooses not to purchase the canine, the District has sole discretion and may take whatever action(s) it concludes appropriate with respect to canine.

ARTICLE SEVEN: TRAINING

7.1 TRAINING TIME

Police Sergeants, Police Officers, Communications Dispatcher, Dispatch Supervisors, the Property and Evidence Supervisor and Fire Captains required by this Department or by State Law to attend a training class on a duty day, but not contiguous with their shift, will be guaranteed a minimum of three hours overtime at 1.5 times their regular rate. If the required training is contiguous with a regular duty shift, the employee shall be guaranteed a minimum of one hour overtime at 1.5 times their regular rate. If the training falls on a regular day off, the employee will be guaranteed a minimum of four hours overtime at 1.5 times their regular rate. Training shall include, but not be limited to:

1. Education,
2. Meetings, including special meetings within the Department,
3. Compulsory firearms training,
4. Lineup training and
5. Conferences.

The District reserves the right to adjust an employee's work schedule to accommodate attendance at a training course or school, so as to correspond to the days and hours of the school or course. The District will allow graveyard shift workers required to attend training on a duty day to begin their shift following the training at midnight rather than the normal 2100 hours starting time, allowing employees to achieve a sufficient amount of rest before beginning their shift. Employees then work a seven-hour shift, going off duty at 0700 hours, unless they are needed to work longer. If an employee is required to work longer, the employee would then get paid straight time for all work up to 1000 hours. If activity is low, the employee would get off duty at 0700 hours, and put ten hours of work on their timecard, therefore getting paid for 40 hours while performing 37 hours of work.

7.2 TRAINING PREMIUM

- A. Any Communications Dispatcher certified and assigned to serve as a Communications Training Officer (CTO), and any Police Officer certified and assigned by the Chief of Police or designee to serve as a Field Training Officer (FTO) shall receive five percent (5%) of base pay as a training premium for all hours in paid status.
- B. Any Dispatch Supervisor assigned by the Chief of Police or designee as the coordinator of the CTO program, and any Police Sergeant assigned by the Chief of Police or designee as the coordinator of the FTO program shall receive five percent (5%) of base pay as a training premium for all hours in paid status while in such assignment.
- ~~C. Any Dispatch Supervisor assigned by the Chief of Police or designee who is assigned~~

to serve as a CTO on a temporary basis, and any Police Sergeant who is assigned by the Chief of Police or designee to serve as an FTO on a temporary basis, will receive five percent (5%) of base pay as a training premium for each day during which they are assigned as a trainer.

- D. The Chief of Police or designee reserves the right, in their sole discretion, to assign certified staff to and/or remove staff from training assignments under this provision.
- E. Under this Section 7.2, no employee shall receive more than five percent (5%) training premium.
- F. FTO/CTO Pay Eligibility. The following criteria shall be used to determine FTO/CTO Pay as set forth in A and C above:
 - 1. The FTO/CTO is the first step in the trainee's chain of command.
 - 2. The training is designed to develop a skill set unknown to the trainee.
 - 3. The trainee's continued employment or assignment is contingent on satisfactory completion of the training program.
 - 4. Comprehensive evaluations and feedback sessions are completed frequently.
 - 5. The training model is a step-by-step skill development where the trainee is shown the skill, must demonstrate the skill, the skill is evaluated and then feedback or remediation is provided.

ARTICLE EIGHT: EXPENSE REIMBURSEMENT

8.1 TRAVEL

A. Mileage: Insofar as possible, authorized travel on District business shall be by local transit (BART or bus) or by using District vehicle. In the event a private automobile must be used, the following conditions apply:

1. The employee must have insurance coverage of not less than the minimum required by the State of California - \$15,000/\$30,000 liability and \$5,000 property damage.
2. The employee's car must be in good mechanical condition.
3. Use of the car must be approved by the Division Commander.
4. The employee must have a valid California driver's license.

Subject to the above conditions, all employees will be reimbursed for mileage at the current mileage rate set by the Internal Revenue Service per mile driven on District business. Mileage to and from job site will not be subject to reimbursement except for additional mileage which an employee is required to drive in the course of District business to and from a temporary work assignment which requires additional driving greater than between home and the normal base assignment.

Reimbursement to an employee may also be made when travel is required by personal car from one area to another after having reported to work at the employee's assigned work area. Should an employee be called in to work and be required to drive to other than his/her normal work site to pick up special equipment, the employee shall be compensated for the additional mileage in excess of his/her normal commute.

B. Travel Fares and Expenses: Expenses for any employee's previously authorized travel in excess of 24 hours from District Headquarters will be reimbursed by the District. Travel advances may be obtained from the Finance Department prior to departure. Hotel charges will be reimbursed at actual cost. Meal charges will be reimbursed at the IRS schedule. Other necessary travel expenses including, but not limited to, local transportation, business telephone calls, etc. will be reimbursed according to receipts showing the actual cost to the employee.

C. Travel to School: Where possible, travel to and from a training course or school will be done on duty time. When this is not possible, overtime will be paid for travel time at the actual amount of time necessary for the travel. Travel time will be paid only for schools or courses that are either: P.O.S.T. mandated, listed as Mandatory or Essential on the Department's master Training Plan, or, as directed by the Assistant General Manager for Public Safety.

- D. Scene Reporting/Court Travel: Employees who are requested to report directly to an incident or court and use a personal vehicle will be reimbursed for actual mileage to and from the incident or court up to a maximum of 50 miles each direction.
- E. Per Diem Travel: When any employee is assigned outside the District in excess of 24 hours, such employee may, in lieu of receiving reimbursement for actual expenses, elect reimbursement for actual costs of travel and lodging plus an allowance equal to the IRS Schedule M&IE Per Diem Travel allowance as reimbursement for all other costs. This allowance will be allowed on both the day of departure and return, without regard for time of departure or arrival.

8.2 SAFETY GLASSES

The District will pay up to the District designated amount (See Personnel Administrative Manual) for prescription safety glasses; non-prescription (plano) safety glasses will be issued through Central Stores.

8.3 UNIFORMS

A Uniform allowance shall be provided to specified positions under this agreement. The employees are required to adhere to the Public Safety Department Regulations regarding the prescribed uniform and requirements for it to be clean and in good condition. The employee shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

- A. Positions Eligible: The following are the two categories of employees covered by this agreement:
 - 1. "Sworn Employees" - means the following classifications: Police Officer, Police Officer Recruit, Police Sergeant, Police Officer/Helicopter Pilot, Police Officer Recruit/Helicopter Pilot, Police Sergeant/Helicopter Pilot, and Fire Captain.
 - 2. "Non-Sworn Employees" - means the following classifications: Communications Dispatcher, Dispatch Supervisor, Property and Evidence Supervisor, Public Safety Volunteer Coordinator, Police Services Technician, Support Services Supervisor.
- B. Amount of Payment: The amount to be paid shall differ between the categories of employees described in sections A (1) and A (2).

Effective January 2019, the annual amount for "Sworn Employees" will be \$1,200; for "Non-Sworn" \$735. For purposes of Uniform Allowance, employees in the Police Officer Recruit classification shall receive the same amount as "Sworn Employees".

- C. Payments:

- 1. Frequency: Payments shall be made through the biweekly payroll system

and will be issued twice a year to eligible employees. The payment will appear on the second biweekly paycheck issued in the months of January and July. Effective the pay period including January 1, 2019, a total of twenty-four (24) payments shall be made bi-weekly in equal amounts each pay period. (In months where there are three pay periods, the payments will be made in each of the first two pay periods of the month.)

2. Reporting: Payment of the uniform allowance shall be made in accordance with all laws and regulations relating to reporting of wages and compensation, including but not limited to tax withholding and earnings for the purpose of retirement contributions.
3. Start-up Allowance Following Initial Date of Hire: At the time of appointment to a position represented by this agreement an Initial Start-up Uniform Allowance shall be paid as a lump sum amount. The payment will be \$600 for Police Academy Graduates and Sworn Laterals and \$367.50 for Non-Sworn personnel. The payment will be a one-time lump sum payment issued on a paycheck in the first month following the date of appointment. After working for six (6) full months, employees covered in this paragraph will begin receiving the biweekly payments provided in Paragraph C.1. above.
4. Motorcycle Safety Equipment: Officers or Sergeants assigned permanently to motorcycle duty shall be provided with the special gear associated with motorcycle duty. Such gear shall be replaced by the District as necessary and returned to the District at the completion of assignment to the motorcycle unit.
5. Equestrian Officer: Officers or Sergeants assigned permanently as an equestrian officer shall be provided with the special gear associated with equestrian duty (Campaign hat, helmet, breeches, and boots). Such gear will be replaced by the District as necessary and returned to the District at the completion of assignment as an Equestrian Officer.

8.4 REPORTING

Reporting: The Chief Financial Officer/Controller shall promulgate and employees shall observe and use reasonable rules and forms from time to time for the reporting and claiming of reimbursement for reimbursable expenses.

ARTICLE NINE: CHANGE IN CLASSIFICATION

9.1 CONTINUED EMPLOYMENT

All permanent employees who have completed their probationary period are assured continued employment by the District in the class to which the employee was appointed unless one of the following causes for non-disciplinary layoff, transfer, demotion or termination or disciplinary discharge, suspension or demotion shall occur:

- A. Non-Disciplinary: Causes for non-disciplinary layoff, transfer, demotion or termination shall include: deletion of the classification from the District's budget or reduction of the work force in the classification by reason of the decision of the Board of Directors to change or curtail District operations (prior to taking such action the District shall give a minimum of thirty (30) days layoff notice, or pay in lieu of); lack of work in the classification to require the continued employment of the number of employees then assigned; the employee's refusal to supply identification or be fingerprinted upon request by any superior; failure to pay the dues or service fees due to a recognized employee organization as required by any MOU to which the District is a party; and causes beyond the reasonable control of the employee, such as unusual sensitivity to poison oak, unusual proneness to accidents, dust, fear, physical or mental condition which impair the employee's ability to effectively perform the duties of the job classification; provided, however, that an employee may be terminated in the District's sole discretion on the basis of:
1. Illness or non-job related injury only while the employee's physician fails or refuses to certify, upon written request by the District, that in such doctor's opinion the employee will be able to return to full duty within two months, or
 2. Failure to return to full duty on or before the date specified in any certificate given by the employee's doctor pursuant to (1) above, or
 3. The employee has used all accrued sick leave and is therefore in a leave without pay status, and in such case, before the employee returns to full duty, or
 4. Job related injury or disease which such employee is in a leave without pay status under Article 11.6.
- B. Disciplinary: Disciplinary causes for discharge, suspension, pay reduction with the agreement of the employee or demotion of any employee shall be:
- Fraud in securing appointment to the employee's classification.
 - Incompetency.
 - Persistent poor judgment.
 - Inaccuracy.
 - Inefficiency.

- Lack of initiative or resourcefulness.
- Inexcusable neglect of duty.
- Insubordination.
- Willful disobedience.
- Failure to abide by policies, procedures, rules and regulations of the District.
- Dishonesty.
- Willful misuse of District property.
- Reporting for duty or being on duty while under the influence of drugs or alcohol to the extent that impairment exists which would interfere with adequate work performance.
- Inexcusable absence without leave.
- Conviction of the use of narcotics or habit-forming drugs or use of narcotics during work hours.
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- Discourteous treatment of the public or other employees.
- Political activity inconsistent with the provisions of Government Code Section 3302 (a).
- Violation of an accepted safety practice or standard.
- Participation in work or other activity during leisure hours that impairs such employee's efficiency in the performance of, or is incompatible with assigned District duties.
- Promulgation of inaccurate or false information concerning the District which is of such a nature as to bring discredit to the District.
- Misrepresenting oneself as a spokesperson for the District in such a way as to bring discredit to the District.
- Failure to promptly report an incident occurring during the course of employment which results in known personal injury to any party or reasonably identifiable damage to any District or private property.
- Violation of an official confidence or release of confidential material or use of District information and records for unauthorized purposes.
- Unacceptable work habits, i.e., loafing, sleeping on the job, deliberate work slow down, obstruction of District work, etc.
- Accepting, taking or converting to one's own use products, materials or equipment of any sort obtained in the course of or as a result of the employee's work; or converting to one's own use or the use of any other person any object or material seized as a result of enforcement activity, or any non-District-owned object or material found on District property.
- Misuse of District or publicly owned property.
- Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to his agency or his employment.

- Refusal to take and subscribe any oath or affirmation which is required by law in connection with his employment.
 - Violation of Department Rules and Regulations.
 - Accepting or soliciting a bribe or gratuity.
 - Employees may accept inexpensive advertising items bearing the name of the firm, such as pens, pencils, paperweights, calendars or telephone directory covers. No employee may accept from a third party payment for lodging while on District business. The only exception may occur where a technical society or other similar organization pays an employee's expenses in connection with the employee's attendance at a conference or planning session. The basic principle for an employee to follow is to avoid any direct, indirect, implied, or assumed obligation to show favoritism or to show more friendliness to one person or firm than to others. An employee must avoid accepting gifts indirectly through third parties or accepting gifts from anyone who is likely to do business in the future with the District. If there is any doubt as to the propriety of accepting a gift, the employee should decide against acceptance.
 - Employment outside District service which prevents an employee's prompt response to a call to report to duty in an emergency where the employee is subject to such emergency call.
 - Using or attempting to use for private gain or advantage any District symbol, badge, identification card, records, information, time, facilities, equipment, supplies, services, or the prestige or influence of a District position.
- C. Disciplinary Actions: For any of the causes listed in Article 9.1 (B) above, the Assistant General Manager for Public Safety, following Department Review, if required, shall impose one or more of the following forms of discipline on the affected employee: Written reprimand, reduction in pay, demotion, suspension without pay, or discharge. In selecting the form of discipline to recommend or impose, those responsible shall take into consideration, without limitation, the relative severity of the cause for discipline, the prior disciplinary and service record of the employee, the attitude of the employee and potential for rehabilitation as may be affected by the form of discipline; prior warnings and counseling given to the employee relevant to the instant situation; and the precedent involved. The forms of discipline shall not be deemed progressive nor shall the prior imposition of any one form of discipline be in any sense a condition to the imposition of another.
- It shall be the responsibility of the supervisor, Assistant General Manager for Public Safety and Human Resources Division to fully document and to expedite all disciplinary proceedings to the greatest extent reasonably possible. All disciplinary recommendations, decisions and any timely written comment the affected employee may offer shall be filed in the employee's personnel file.
- D. Appeal: Any disciplined employee shall have the right of appeal from disciplinary actions through the grievance procedures set forth in Article 10.

- E. Special Suspension with Pay: An employee's immediate supervisor shall have the right to require an employee to leave District property or transfer to another work location for the remainder of any work day and such non-disciplinary suspension with pay or transfer may be extended up to four additional work days by the employee's Division Commander for the purpose of cooling off some volatile on-the-job situation pending its investigation, and to determine whether there exists probable cause for discipline. Notice of suspension or transfer under this section shall be given the employee in writing if practicable, or if given orally, written notice must promptly follow. Suspension under this section shall be without prejudice of any kind whatsoever in any subsequent disciplinary proceedings.
- F. Pre-Disciplinary Hearing: The District shall provide notice of any discipline involving a reduction in pay, suspension without pay, or discharge prior to implementation in accordance with the following procedure:
1. The employee will be given notice in writing of the proposed disciplinary action not less than seven calendar days prior to the effective date of the action. The notice shall set forth the reasons for the action and shall be accompanied by copies of written materials, if any, upon which the action is based.
 2. Prior to the effective date of the disciplinary action the employee may request and, if so, shall be granted an informal hearing to discuss the proposed disciplinary action. The informal hearing shall be conducted by a hearing officer appointed by the AGM – Human Resources or their designee and shall be attended by the employee, and any one of the following: The PA President, Vice President, Secretary or other designated representative of the employee.

The objectives of this procedure are to encourage free communication between the employee and the Supervisor, and to attempt to see that all relevant issues are discussed to reconcile the parties on an informal basis if possible.

Prior to the effective date of the disciplinary action the District's designated representative shall meet with the affected employee and his/her representative.

9.2 PROBATION

Probationary Periods: Employees hired, transferred, or promoted in the Unit shall serve the following probationary periods:

- A. Entry level police officer recruits shall serve a 24-month probationary period including the time period in the classification of Police Officer Recruit and then Police Officer (i.e., 18 months following completion of the police academy). The 24-month probationary period shall also apply to newly hired police officer academy graduates. The probationary period for lateral Police Officers shall be 18 months.

- B. The probationary period for Communications Dispatcher shall be 18 months.

Entry level Police Officer/Helicopter Pilot recruits shall serve a 24 month probationary period, including the time period in the classification of Police Officer Recruit and then as a Police Officer/Helicopter Pilot. Lateral Police Officer Helicopter Pilots shall serve a probationary period of 18 months.

All other classifications covered under this MOU shall serve a 12 month probationary period.

- C. Employees promoted in the Unit shall serve a probationary period of six months in the new classification. An employee who is serving in an acting or temporary capacity in the classification to which he or she is promoted shall be required to serve a probationary period which, when combined with the acting or temporary time, shall total six continuous months. The act of graduating from the P.O.S.T. Basic Academy to the position of either sworn Police Officer or sworn Police Officer/Helicopter Pilot is not considered a promotion for the purposes of this section.
- D. The above probationary periods may be extended by no more than three (3) months, where the Assistant General Manager – Public Safety has been provided with a minimum of two (2) quarterly evaluations where the probationary employee's supervisor has presented a rating of less than "acceptable" in at least one (1) category or the probationary employee has been provided with documentation by a supervisor memorializing concerns due to the employee's performance or misconduct.
- E. Should an employee be on leave or be subject to temporary restrictions that place the employee in less than full duty status (e.g. light or modified duty) for more than two continuous weeks, their probationary period will be extended by the amount of the leave or time in other than full duty status.
- F. Termination, Demotion Notice: The District may, in its sole discretion, terminate or demote the probationary employee without right of appeal or hearing. A permanent employee who does not successfully complete the probationary period for a promotional opportunity by reason of failing to meet the work standards of the new position, shall revert immediately to the position such employee occupied prior to the probationary promotion.

The District may provide up to seven (7) calendar days' notice or up to seven (7) calendar days' pay in lieu of notice to new probationary employees who will be terminated for failure to pass their probationary period. The District shall give a minimum of seven (7) calendar days' notice to any promotional probationary employee who will be demoted for failure to pass the probationary period. Employees who fail to pass the probationary period and who are demoted or who have a right to revert to a prior held District position shall not be eligible for pay in lieu of notice.

- G. Seniority Status: Probationary employees shall have no seniority status in their

classification, except that Police Officer Recruit and Police Officer Academy Graduates will have seniority for the purpose of shift sign-up during the last six months of their probationary period. All employees shall receive credit towards service of their probationary period for a particular job classification for that time spent, exceeding one month continuous service in the prior 12 months, working in the higher classification pursuant to Article 6.2 (Work in a Higher Classification) and for which the employee has received a satisfactory performance report.

9.3 SENIORITY

- A. Defined: District seniority is defined as the length of continuous paid employment and leave with pay status with the District, calculated from the date of hire. Classification seniority is defined as the length of continuous paid employment and leave with pay status calculated from the date of hire in a particular job classification. Time in leave without pay status shall be excluded. Seasonal and temporary employees do not have seniority.
- B. Reinstated: Employees reinstated under Article 9.7 will have previous seniority reinstated, less time gone, after the employee has been back on duty for 18 months.
- C. Loss of Seniority: Accrued seniority shall be forfeited upon the happening of any of the following events, the occurrence of which shall be deemed an interruption in continuous employment:
 - 1. Discharge, retirement, resignation or any termination of employee status;
 - 2. Failure to return to work within ten working days following notice when recalled from layoff;
 - 3. Failure to return to work upon expiration of an authorized leave of absence (as defined in Article 11.3 below);
 - 4. Layoff or leave without pay status for a continuous period of six months or more, except education or maternity leave.

9.4 PROMOTION

- A. Job openings will be posted on regular bulletin boards for not less than one week prior to final filing date. Final filing date, the day on which applications for the posted job opening will be accepted by the Human Resources Division, will appear on the job opening announcement.

All personnel applying for a promotional job opening must submit an up-to-date application form to the Human Resources Division to determine whether the applicant meets the minimum requirements for the position announced. Rejected applicants will have the right to appeal their rejection to the Human Resources Division. All applicants selected will be scheduled for interview by the Promotional Oral Board. Applicants may be required to take and pass skills, written and/or physical examinations in order to qualify for interview or appointment.

A promotional list shall be abolished 12 months from the date of the establishment of the list.

- B. Pay on Promotion: When employees are promoted, they shall normally receive the first step in the salary range for the new position. However, if such step is less than 5% above their salary level prior to promotion, the employee shall be granted the next step in the salary range of the new position which is immediately above such employee's salary at the time of promotion.

9.5 DEMOTION

When any employee is demoted for non-disciplinary reasons to a different job classification, such employee shall be placed in the salary step in their new class which most nearly maintains the same rate of pay for such employee. If the demotion is the result of disciplinary action, the employee shall be placed in the same step in the new class as was held in the prior class.

9.6 LAYOFF AND RECALL

- A. Layoff and Recall: Layoff results from lack of work or lack of funds and is entirely non-disciplinary. District seniority is defined as the length of continuous paid employment with the District, calculated from the date of original hire, including the probationary period, if any, in a permanent position. Classification seniority is defined as the length of continuous paid employment in a classification included in Appendix A. The District may rely on its records for the last address of a laid-off employee. The District shall give a minimum of 30 days prior notice in the event of layoff of any permanent employee and will notify any laid off employee of recall by prepaid mail to the employee's last known address, with a copy to the employee's employee organization (if any). Such notice shall be deemed received on the calendar day following posting (excepting Saturdays, Sundays and legal holidays). The District shall attempt to give up to two weeks notice of layoff or termination to probationary and seasonal employees, but shall have the right, if earlier notice is impracticable to layoff or terminate such employees without prior notice.

In the event of reduction in work force, classification seniority shall be the first controlling factor and, within the same classification, seasonal and temporary employees will be laid off before permanent employees. Thereafter, an employee to be laid off may revert to any position or classification previously held and, in such classification, the employee shall be credited with District seniority.

- B. Resignation: An employee wishing to leave District employment in good standing shall file with the appropriate Division Commander, at least two weeks before leaving, a written resignation stating the effective date and reason for leaving. The resignation shall be forwarded to the Assistant General Manager for Public Safety and the Human Resources Division with a statement by the employee's supervisor concerning the resigned employee's performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the notice required shall be entered on the service record of the employee, and may be cause for denying future employment.

9.7 REINSTATEMENT POLICY

- A. Reinstatement Policy: At the request of the Assistant General Manager for Public Safety and approval of the General Manager, a permanent employee, in a classification covered by the MOU, who resigned in good standing (eligible for rehire) may, within 18 months after the effective date of resignation, be reinstated in a position in the classification from which he/she resigned or a lower position in the classification series.
- B. Reinstatement shall be subject to the following requirements:
1. Sworn Officer:
 - Background Check
 - Psychological Evaluations
 - Physical Examination
 - Polygraph Examination
 - Twelve-month Probation Period
 - Salary Step no Higher than the Step at the Time of Resignation
 - Must Have P.O.S.T. Basic Certificate
 2. Dispatch:
 - Background Check
 - Psychological Evaluations
 - Physical Examination
 - Polygraph Examination
 - Twelve-month Probation Period
 - Salary Step no Higher than the Step at the Time of Resignation

Reinstatement is to a definite budgeted position, not to a list or pool. In all regards, except those described above under reinstatement requirements, a reinstated employee shall be considered a new employee and subject to all terms and conditions of the MOU as if they were a new employee (except as provided in Article 9.3 (B)).

ARTICLE TEN: GRIEVANCE

A. Purpose

It is the intent of the parties to this MOU to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given, and that the procedure in this Article 10 shall be the exclusive method of pursuing grievances (as defined below), and a condition precedent to initiation of legal proceedings by either party. Any grievance not initiated, or pursued by the PA, aggrieved employee, or the District, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand by the aggrieved party or answer by the District, as the case may be, unless the time is extended by agreement of both parties.

B. Definitions

1. Grievance: Subject to the provisions of this Article 10, a dispute between two or more parties involving the interpretation, meaning or proper application of this MOU, the resolution of which will directly affect the rights and interests of the parties.
2. Hearing: Informal meetings to be held between the hours of 9:00 a.m. and 5:00 p.m. Only parties to the grievance, their authorized representatives and the person designated to conduct the hearing may be present. Any party may tape record all or portions of hearings. No formal rules of evidence shall be applicable.
3. Issue: A clear, succinct written statement setting forth a party's assertion concerning the exact dispute or disputes that must be resolved in the grievance. The parties shall attempt to agree on a common statement of the issue(s). At least three days before the beginning of a Step 4 arbitration, each party shall give the others a copy of the issue(s) it shall submit to the arbitrator. Thereafter, a party may not alter its statement of the issue(s).
4. Party: The only parties eligible to file a grievance are the District, or any employee(s) of the District, subject to the provision of this MOU, or the PA.

C. Exclusive Remedy: By accepting employment with the District, each employee agrees, and the District and the PA hereby agree that their sole and exclusive recourse and remedy for a grievance that an employee may have against the District, or that the PA may have against the District, or that the District may have against the PA shall be the grievance procedure set forth in this Article 10. Each of such parties specifically agreeing that exhaustion of the grievance procedure shall be a condition

precedent to the prosecution of any such grievable dispute in a court of law (other than expressly provided to the contrary in this MOU), and that the decision of an arbitration conducted under Step 4 of this procedure shall not be overturned by any court except upon a showing of fraud in the procurement of such arbitrator's decision or gross abuse of discretion by the arbitrator in making such a decision.

D. **Grievance Steps:** Grievances will be processed in the following manner and within the stated time limits:

1. **Step 1:** The aggrieved employee or group of employees or a PA officer shall orally present the grievance to their most immediate supervisor who is not in the Unit within 15 working days following the occurrence of the event on which the grievance is based. The supervisor shall give a verbal answer within three working days of the date of presentation of the grievance.
2. **Step 2:** If such grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, dated and signed by each aggrieved employee and presented to the Assistant General Manager for Public Safety within seven working days after the supervisor's oral answer is given.

In the event no meeting concerning the grievance has been held pursuant to Article 9.1 (F), the Assistant General Manager for Public Safety shall meet with the grievant and a representative of the PA within seven working days after receipt of the written grievance. The Assistant General Manager for Public Safety shall give a written response to the grievance within three calendar days following the meeting held pursuant to this Step 2. In the event there has been a meeting concerning the grievance held pursuant to Article 9.1 (F), then no meeting need be held at this Step 2 and the Assistant General Manager for Public Safety shall reply in writing to the grievance within five working days of the date of presentation of the written grievance.

3. **Step 3:** If the grievance is not settled at Step 2, the dated and signed written grievance, stating whether the grievant desires a hearing by the General Manager's representative, shall be presented to the General Manager or a designated representative within seven working days following delivery of the Assistant General Manager for Public Safety's response. The grievance shall be presented along with all pertinent written material to date. If either the grieving employee or group of employees or the District have requested a hearing, the grievant may be represented by not more than two representatives of the PA. The General Manager shall reply to the grievance in writing or a hearing shall be held within seven working days of the date of presentation of the written grievance. If a hearing is held, the General Manager's response shall be within seven days following the hearing.

The PA or the District may initiate their grievances at this Step 3 of the grievance procedure. Any grievance by the District against the PA may be filed with the PA President.

4. Step 4: Grievances not settled in Step 3 of the grievance procedure may be referred to arbitration by either party. Request for arbitration shall be made in writing within seven working days after the General Manager's response is given. An impartial arbitrator shall be selected jointly by the District and the PA within ten working days of receipt of the request. Each party shall name one person each, and these two people shall select a third person who shall be Arbitrator. In the event the one persons named are unable to agree as to who shall be the Arbitrator, they shall request the California State Conciliation Service to submit a list of seven arbitrators. Each party shall in turn cross off one name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be arbitrator. At the arbitration hearing, the aggrieved employee may be accompanied by a PA representative. The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render a decision no later than 30 days after the conclusion of the final hearing. Such decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Agreement. Copies of the decision will be furnished to both parties.

The arbitrator shall have no authority to add to, delete, or alter any provision of this MOU, but shall limit the decision to necessary findings of fact and to the scope, application and interpretation of the applicable provisions of this MOU. In grievances involving any money claim against any party, no award shall be made by the arbitrator which shall allow any accruals prior to the date when such grievance shall have been initiated in accordance herewith, except in cases whereby the aggrieved party could not reasonably have known prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of 120 calendar days prior to the date the grievance was first initiated.

- E. Costs: The fees and costs of the arbitrator and court reporter shall be shared equally by the parties. Each party shall compensate its own representatives and witnesses.

At all stages of the grievance procedure and during the arbitration hearing, the aggrieved employee and an employee representing the Association shall be on leave with pay status, except in cases of discharge.

- F. Expedited Arbitration: By mutual agreement the parties hereto may require the arbitrator selected pursuant to Article 10 (D) to follow the rules of the American

Arbitration Association regarding Expedited Labor Arbitration. If such arbitrator cannot accept the matter under such conditions an attempt will be made to mutually agree on another individual or, in the event a list from the California State Conciliation Service had been utilized, the parties shall select an arbitrator from among those on the list in the inverse order that names thereon had been previously stricken.

- G. PA's Role: Upon request of the aggrieved employee, the President or a designated representative may investigate the employee's grievance at Step 2. The President or designated representative shall be allowed reasonable time not to exceed two hours therefor during working hours without loss of time or pay, subject to prior notification and approval of the immediate Supervisor, which approval shall not be unreasonably withheld. When the investigation is completed, the President or designated representative shall promptly report back to work. The District shall keep a record of time spent by employees in the processing of grievances, and shall review this record periodically with officials of the PA. It is agreed that in the event any abuse is found to exist, the PA officials will cooperate with the District in taking such steps as are necessary to correct such abuse.

ARTICLE ELEVEN: TIME OFF

Except as may be specifically otherwise provided, in this Article 11, employees, during and on account of the time of employment by the District other than while in a leave without pay status, shall be entitled to the following benefits:

11.1 VACATION

A. Accrual: Permanent employees only (not seasonal or temporary employees) shall accumulate vacation time off, with full pay as follows:

1. One vacation day per month of service during the first five years of continuous employment;
2. One and one-quarter days' vacation per month of service during the sixth through tenth year of continuous employment;
3. One and one-half days' vacation per month of service during the eleventh through fifteenth years of continuous employment;
4. One and three-quarter days' vacation per month of service during the sixteenth through twentieth years of continuous employment;
5. Each year after the twentieth, the vacation rate will increase incrementally, one day per year.

The term "month" means a full calendar month. The term "day" means an 8-hour workday of the employee. Thus, holidays occurring during an employee's vacation do not count as a day's vacation. "Continuous employment" means the aggregate time of employment from the last day of the month preceding the month in which vacation is taken back to a break in employment status. (No form of leave with pay shall be deemed a break in employment, but leave without pay or unauthorized absence from work of 30 days or more, except maternity leave, educational leave, or statutorily protected leave shall be deemed a break in employment status.) "Year of employment" means each 365 (366 for leap year) day period following the employee's date of hire.

B. Use: Vacation credit can be used only after it has been earned. Probationary employees may use accrued vacation, however, any leave during the employee's field training or dispatcher training shall be for no more than one (1) consecutive week and shall extend the training period for the corresponding number of leave days taken. Vacations shall normally be scheduled upon four weeks prior written request of an employee with due regard for seniority, employee preference and the needs of the District. The District reserves the right to limit or deny use of accrued vacation by any employee to a maximum of two weeks during the period May 1 to September 15 to assure adequate staffing during the heavy park use period and/or so that all members who so desire may take vacation during this period.

When two or more employees in the same work unit request the same vacation dates, the conflict will be resolved on the basis of seniority. Employees will so schedule their vacations that they do not include more than two holidays during the calendar year, except and until each employee in that department has had the same opportunity.

- C. Limit on Carry-over: An employee may not carry-over into the new calendar year more than the equivalent of the preceding calendar year's earned vacation credits plus 12 additional days. Any further carry-over of hours must be approved by the Assistant General Manager for Public Safety and the General Manager prior to the last business day before December 31st. Excess vacation not approved for carry-over shall be paid the second pay period in January.
- D. Vacation Payout: An employee who does not wish to carry-over vacation credits shall be paid for them upon request pursuant to the provisions set forth below.

An employee may submit an "Irrevocable Vacation Payout Election Form" to request up to two (2) irrevocable vacation payouts the following calendar year. The form must be received by the Assistant General Manager – Finance or his/her designee no later than the last business day before December 31st of the year prior to the calendar year in which the employee wishes to receive the vacation payout. The amount of vacation requested to be paid out must be earned in the calendar year before it may be paid out, and requires a sufficient balance of available accrued vacation at the time of the payout. It is understood that an employee using vacation shall utilize vacation earned in prior years before using vacation earned in the current year. The dates available for the payout of the Election Form shall be the last full pay period in September and the first full pay period in December. This provision shall have no effect on the employee's right to be paid out for all the employee's accrued vacation at the time of the employee's separation from District employment.

As an exception to the irrevocable election requirement set forth in the above paragraph, an employee may cash out vacation in the event of an unforeseen financial emergency where:

(1) the employee can demonstrate that the employee has a real and immediate unforeseen emergency caused by an event beyond the employee's control; (2) it would result in serious financial hardship if the cash payment were not made; (3) the amount of the cash payment is limited to the amount necessary to meet the emergency; and (4) the District will exercise its discretion to determine whether an emergency exists and the extent of the financial need.

- E. The employee's supervisor will provide and post at least ten (10) calendar days advance notice of the need for persons to work overtime due to an employee on vacation when the supervisor knows of the need ten or more days in advance. When an employee makes a vacation request fewer than ten days before the requested vacation day(s), the employee must arrange for another employee to cover the shift for the request to be approved.

11.2 HOLIDAYS

- A. The following and any additional days designated by the Board of Directors, shall be holidays with pay for permanent employees:

	2022/2023	2023/2024	2024/2025
1. Admission Day	September 9	September 9	September 9
2. Veterans Day	November 11	November 11	November 11
3. Thanksgiving Day	November 22	November 28	November 26
4. Day after Thanksgiving	November 23	November 29	November 27
5. Christmas Day	December 25	December 25	December 25
6. Day after Christmas	December 26	December 26	December 26
7. New Year's Day	January 1	January 1	January 1
8. Martin Luther King Day	January 15	January 15	January 15
9. Washington's Birthday	February 22	February 22	February 22
10. Cesar Chavez Day	March 31	March 31	March 31
11. Memorial Day	May 29	May 27	May 26
12. Juneteenth	June 19	June 19	June 19
13. Fourth of July	July 4	July 4	July 4
14. Labor Day	September 4	September 2	September 1

Employees that are regularly scheduled to work on an observed holiday shall be entitled to utilize accrued paid leave balances to celebrate the holiday pursuant to Division procedures for approving paid time off.

The District reserves the right to mandate members of the Association to work observed holidays between May through September of each year conditioned upon the District providing the employee(s) with at least 14 calendar days advanced written notice.

Holiday Pay: Employees receive eight (8) hours pay for a holiday or 112 hours of holiday pay each year for the 14 enumerated holidays above.

Additionally, employees who work on a holiday shall receive overtime paid out at 1 ½ times the employee's regular rate of pay, or compensatory time at the same overtime rate, for every hour worked on a holiday shift. For calendar year 2022, the District will honor the

previously scheduled Thanksgiving and Christmas week holiday time off schedules.

11.3 **LEAVES**

Except as specifically indicated below, all employees are entitled to the following type of leave of absence while in an employment status with the District:

- A. The District will provide leave time and benefits required by federal and state law, including but not limited to the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Pregnancy Disability Leave Act.
- B. New Parent Bonding Leave: Effective following Board approval of this MOU, a permanent employee may request in writing and shall be granted a bonding leave of absence, without pay, a specifically requested period of consecutive time off, not to exceed forty-six (46) weeks, in connection with the birth, adoption, or foster placement of a child. The first twelve weeks of bonding leave will run concurrently with bonding leave provided under applicable law (i.e., CFRA), provided that the employee shall utilize any accrued vacation, compensatory time, and/or sick leave to offset the loss of pay within the protected leave periods described above. Bonding leave under this section shall be in addition to, and start after, any doctor-certified California Pregnancy Disability Leave is exhausted or ends. As of 2022, California Pregnancy Disability Leave is up to seventeen (17) and one-third (1/3) weeks. The employee shall make the request in writing three months prior to the child's planned arrival date unless circumstances preclude the employee providing three months advance notice, in which case the employee shall provide as much advance notice as possible. The employee must return at the close of the requested bonding leave. Failure to return to work by the approved return date under this Section without notice to the Chief of Police or the Human Resources Division with an estimated return to work date, shall constitute job abandonment and a voluntary resignation from District employment.
- C. Jury Duty Leave: Permanent employees called for petit jury (not grand jury) or subpoenaed to appear as a witness in criminal or civil cases in which such employee is not a party, shall be given leave of absence with pay for working time necessarily lost. Such employees shall be paid at their regular rate for working time lost up to 40 hours per week. In consideration of receiving their regular rate of pay, employees shall assign to the District their jury or witness fees, less any transportation reimbursement.
- D. Family Death Leave: Family death leave with pay is granted on account of a death in the permanent employee's family. For the purposes of this section, a family includes the employee's parent, spouse, registered domestic partner, sibling, child, grandparent, legal ward, parent-in-law, and individuals who stood in loco parentis for the employee. An employee may be granted up to five (5) days of leave under this section. Request for such leave, with proof of relationship to the deceased, shall be

made in writing and must be approved by the Assistant General Manager for Public Safety, or designee.

- E. Military Leave: Leave with pay shall be approved for up to 30 days per calendar year, for full-time permanent employees only, under orders for military training or active duty. This paid leave does not include weekend drills. Request for such leave must be made in writing to the Assistant General Manager for Public Safety and the Human Resources Manager and must include a copy of the orders. In consideration of receiving regular pay, employees shall assign to the District all other remuneration, excluding transportation fees and other subsistence, received for such military duty or training up to the amount of their District salary. The employee will reimburse only for days which the employee would have worked but for the military leave. The employee may keep military compensation incurred during non-work time. The employee is required to submit to the District's payroll department copies of all defense finance and accounting services military leave and earning statements (Form 702) associated with the military pay for the period the employee is on military leave. The statement(s) should be submitted within 30 days of the employee's return from military leave. After the initial thirty (30) days, the District shall pay the difference between the employee's military base pay and employee's regular pay for a period not to exceed one (1) year. Thereafter, employees shall be granted unpaid leave for the duration of the military duty or recall.
- F. Educational Leave: Full-time permanent employees only who desire to return to school on a full-time basis to take a course of study which will directly increase their job-related knowledge and skills may apply in writing to the Human Resources Manager for leave without pay. Such requests must be approved by the Assistant General Manager for Public Safety and the Human Resources Manager. No more than 2% of the permanent personnel of a Department may be on educational leave at any time. If more than 2% apply, selection shall be made on the basis of seniority. Such leaves shall be for a period of up to one year. An employee taking educational leave shall not again be eligible for such leave for a period of three years.
- G. Special Leave: A permanent employee may be granted leave without pay for a period of up to 30 days for personal purposes if, in the District's sole discretion, such employee's absence will not result in undue hardship for the District. A written request must be submitted to the Assistant General Manager for Public Safety and the Human Resources Manager for approval in their sole discretion.
- H. Association Business Leave: Members designated by the Association shall be allowed, upon fourteen (14) calendar days' notice to the District, up to one hundred and sixty (160) hours leave without pay each year for Association sponsored workshops, educational seminars and other Association business meetings. In lieu of using leave without pay, Association members may elect to utilize accrued vacation or compensatory time off balances for such Association Business Leave. For leaves of one week or less, only seven (7) calendar days' notice will be required. Such leave shall be taken in not less than one (1) hour increments. The total number of leave days taken pursuant to this Section shall not exceed one hundred and sixty (160)

hours in a calendar year, provided that during the months of April through September the total number of leave days shall not exceed fifty-five (55).

11.4 VOTING

All employees who cannot reasonably arrange to vote outside working hours shall be granted time off with pay, not to exceed two hours, as reasonably required to vote in any general or special election for which they are registered to vote. Such leave shall be granted by the employee's immediate supervisor upon application by the employee at least two days prior to the election.

11.5 SICK LEAVE

- A. Each permanent (including probationary, but not seasonal or temporary) employee of the District shall accrue sick leave with pay credits at the rate of one work day, eight hours, of sick leave with pay for each full calendar month of employment by the District. Employees in a laid-off or leave without pay status shall not accrue sick leave with pay while in such status. Accumulation of sick leave with pay is unlimited.
- B. Accrued sick leave with pay credits accumulated by an employee may be used during the actual time that such employee is unable to report for work for any of the following reasons:
 - 1. Illness of or injury to the employee; provided that sick leave shall not be used for absences from work caused by use of non-prescribed drugs or alcohol, unless the employee is at the time under verified professional treatment for alcohol or drug use;
 - 2. When, although the employee would be able to work, the employee's presence on the job would jeopardize the health of other employees, in accordance with a written statement of a physician; or
 - 3. Illness of the employee's father, mother, brother, sister, son, daughter, wife, husband, grandparent, domestic partner (providing that their domestic partner is registered as their domestic partner with the State of California), parent-in-law, or other relative or ward, while the employee's presence is reasonably required for the care of such other person; or
 - 4. For visits of the employee to doctor, dentists, or oculists, when necessary appointments are not reasonably available during non-working hours.
- C. Notwithstanding the above, sick leave may be used only in accordance with the following rules:
 - 1. If the employee is absent from work in excess of three consecutive work days, the entire period of absence must be verified by written statement of a medical

professional, provided, however, that the employee's immediate supervisor shall have the discretion to require a signed statement from the employee concerning the employee's sick leave absence of any duration. If a particular employee's sick leave absences are unusually frequent, the supervisor shall require the employee to provide a statement from a medical professional justifying each sick leave absence, regardless of duration. An employee shall be deemed to have an unusual sick leave absence record if, without limitation, the employee has used 80% or more of their yearly accrued sick leave, at which time the District may conduct a review of the employee's sick leave use.

2. An employee whose sick leave absences are unusually frequent may, as a condition of being permitted to use sick leave credits, be required to take a physical examination before returning to work from sick leave by a physician designated by the District and/or shall authorize consultation by the District with the employee's own attending physician concerning the cause or causes of recent sick leave absences. The District shall pay the expense of any District appointed physician.
3. It shall be the obligation of all employees using accrued sick leave to promptly notify their immediate supervisor or the Public Safety Communications Center (in that order) of their inability to report for work and the reasons they are taking sick leave.
4. By accepting payment of salary or wages that accrued during authorized sick leave with pay and in consideration thereof, each employee agrees to cooperate with the District in all reasonable ways (but at no direct expense to the employee), in recovery by the District, to the full extent possible, of any claim the employee may have against any third party for the illness or injury on which his/her sick leave is based in the nature of loss of earnings resulting from such illness or injury. Furthermore, to the extent legally permissible without prejudice of any right of the employee under the Workers' Compensation laws or insurance, the employee hereby authorizes the District to deduct from the employee's wages or salary, at such time as the deduction can be determined, sums equal to payments made from the Workers' Compensation laws or insurance to the employee on account of the illness or injury on which employee's use of sick leave is based. The District agrees that to the extent the District is compensated under this sub-paragraph four, equivalent sick leave with pay credits shall be restored to the employee.
5. An employee who is terminated for non-disciplinary reasons or resigns in good standing after having completed twenty full years of continuous service (as described in Article 11.1 above) or is terminated for disability pursuant to this Article 11.5 or Article 11.6 below, or upon death, shall receive payment for a portion of accrued sick leave with pay credits unused at the time of such termination. The amount of such payment shall be a sum equal to 1% of the employee's sick leave days accrued but unused at the time of such resignation

or termination times the number of whole years of continuous employment (as defined in Article 11.1 above) times the employee's daily rate of pay at the time of separation. For the purpose of this computation, an employee's daily rate of pay shall be the employee's monthly salary divided by 22. Effective May 1, 2007, all employees that qualify for sick leave pay out as stated above, will now have the amount of such payment placed in a Retiree Health Savings Plan.

Otherwise, than as specifically provided above, no employee shall be paid for or carry over to a subsequent rehire, any accrued sick leave with pay upon resignation or termination of employment for any reason, except that those employees who were laid off under Article 9.2 above and later terminated without being recalled shall be paid for 1/2 of their accumulated unused sick leave with pay to a maximum of 15 days' pay.

6. When an employee has used all accrued sick leave, comp time, and vacation with pay, such employee's status shall change to that of sick leave without pay until either the employee is able to return to work or the District elects (in its sole discretion), to terminate the employee, or the employee resigns.

D. Emergency Sick Leave Bank

Employees may contribute accrued sick leave to a PA Sick Leave Bank. The Sick Leave Bank will be available for use by employees to cover periods of protracted illness when their own sick leave, vacation, comp time or Long Term Disability plan does not cover such illness.

1. Contribution: Upon written request by an employee, up to ten days of his/her unused sick leave credit may be contributed to the Sick Leave Bank each calendar year. Only PA members may contribute to the PA Emergency Sick Leave Bank.
2. Use of Sick Leave Bank: A Committee of the Assistant General Manager for Public Safety, the Human Resources Manager and two PA representatives will consider requests for Sick Leave Bank use. Criteria controlling consideration of any request for time from the Sick Leave Bank are:
 - a. No employee shall be eligible until the employee has exhausted all accrued, authorized and available time, except for a combined total of twenty (20) hours, from his/her accrued sick leave, vacation and/or comp time.
 - b. The nature of the illness or injury and the medical prognosis.
 - c. The financial need of the employee.
 - d. The current balance of credits in the Sick Leave Bank.

- e. The current or pending demand on the Sick Leave Bank.
- f. The length of service of the employee.
- g. The employee's history of sick leave use.

A majority decision of the Committee shall be conclusive as to application for Sick Leave Bank usage. In no event shall an employee be denied Sick Leave Bank benefits in an amount equal to that contributed by the employee, provided the Sick Leave Bank has enough hours.

11.6 JOB INJURY LEAVE

A. Non-Sworn Positions: Leave of absence with pay shall be granted all those non-sworn employees, hired prior to October 1, 2006, who have completed at least six months of service with the District for up to one year while such employee is unable to perform substantially all of the duties of the employee's actual job assignment by reason of a single injury or disease which arises out of and during the course of the employee's employment by the District, provided that:

1. The employee's inability to perform is verified by the employee's physician promptly following the injury and by a physician appointed and compensated by the District (should the District elect to have its own physician consulted); and
2. The injury or disease is determined to arise out of and during the course of District employment pursuant to Workers' Compensation procedures; and
3. The injury or disease is timely reported on the State mandated Workers Compensation form(s) which shall be readily available at the East Bay Regional Park District Police Department; and
4. The two physicians (if one has been designated by the District) agree on the probable length of time employee will not be able to perform full duty and the light duty, if any, the employee can perform in the interim.

However, all employees other than Police Recruits hired into or who transfer from another District position into one of these classifications after October 1, 2006, will be provided with six (6) months of job injury leave after six (6) months of service with the District.

When all the employee's job injury leave has been used, the employee may then use any accrued sick leave with pay for which such employee qualified in order to remain in a leave with pay status, but may not use accrued vacation for such purpose. Thereafter, the disabled employee shall remain on a leave without pay status until

either the employee is able to return to work or the District elects (in its sole discretion) to terminate the employee or the employee resigns.

Employees using job injury leave agree to cooperate with the District in pursuing claims against third parties and to the same payroll deductions for Workers' Compensation and similar benefits received by the employee as set forth in Article 11.5 (C) (4) above in the case of sick leave.

B. Job Injury Leave/Sworn Positions

1. The provisions of the California Labor Code Sections 4850, 4850.3, 4851, 4852, 4853 and 4854 shall apply to any sworn personnel who is unable to perform substantially all of the duties of the employee's actual job assignment by reason of an injury or illness which arises out of and during the course of the employee's employment by the District under this agreement. These sections provide procedural, benefit, and time limitation provisions for job injury leave, disability retirement and benefits available under Workers' Compensation. The District will provide benefits under these sections based upon current case law and or statutory law as provided at the time the benefit is received. Upon a PERS conversion the Labor Code provisions will be the controlling body of law for Job Injury Leave. The District may, at its sole discretion, initiate an application for disability retirement for an employee once the physician has determined that the employee is qualified for a disability retirement.
2. In the event that any District Employee receives a disability retirement prior to exhausting one-year of leave for that injury, the District will reimburse the employee for their payment towards their COBRA Medical Coverage with the District for the number of months remaining within the one year applicable to that injury. This reimbursement will be payable at the Kaiser Medical Plan Coverage Rate based upon the employee's coverage status at the time of their retirement.
3. The above provisions under section (1) of Job Injury Leave/Sworn Positions shall apply provided that:
 - a. The employee's inability to perform his/her job duties is verified promptly following the injury by the employee's treating physician who is a physician either appointed by and/or compensated by the District; and
 - b. Disputes regarding job injury leave shall be resolved by the Workers' Compensation Appeals Board.
4. When all of the employee's job injury leave has been used or the employee has qualified for a disability retirement, the employee will then use any accrued sick leave with pay for which such employee qualified in order to remain in a leave with pay status, but may not use accrued vacation or compensatory time off for such purpose. Thereafter, the disabled employee shall remain on a

leave without pay status until either the employee is able to return to work, receives a disability retirement, or the District elects (in its sole discretion) to terminate the employee or the employee resigns. Employees will be entitled to temporary disability benefits pursuant to the provisions of the California Labor Code.

5. Employees using job injury leave agree to cooperate with the District in pursuing claims against third parties for recovery of workers' compensation costs and similar benefits received by the employee where a third party may be liable for the injury or illness.

11.7 SIMULTANEOUS LEAVES

No employee shall be granted any kind of leave for which that employee might otherwise qualify while already in some other form of leave status.

11.8 FAMILY LEAVE ACT

The District will maintain policies for leaves which are in compliance with Federal and State adopted Family Leave Acts.

11.9 LONG TERM DISABILITY

The District shall pay the premium cost for each sworn and non-sworn employee's Long Term Disability.

ARTICLE TWELVE: BENEFITS

12.1 SOCIAL SECURITY

All employees of the District are covered by Federal Social Security. The District contributes 50% to the plan.

12.2 RETIREMENT

A. Prior to PEPRRA and This MOU

Effective January 1, 2000, all sworn employees shall be covered under the California Public Employees' Retirement System ("CalPERS") 2% @ 50 safety plan supplemental formula. The plan also includes the credit for unused sick leave optional benefit, one-year final compensation, and military buyback.

The classifications of Police Officer, Police Officer/Helicopter Pilot, Police Sergeant, Police Sergeant/Helicopter Pilot and Fire Captain are covered under the CalPERS 2% @ 50 retirement plan. The District shall pay the 9% employee member contribution to the retirement plan and will report the 9% Employee Paid Member Contribution ("EPMC") as additional compensation. This benefit shall consist of the District paying 100% of the normal contributions as EPMC and reporting the same percent (value) of the compensable earnings (excluding Government Code Section 20636(c) (4)) as additional compensation. Non-sworn classifications are not covered under this plan. Effective July 1, 2003, the District will amend its contract with CalPERS to provide all safety members the 3% @ 55 retirement plan. Effective July 1, 2006, the District will amend its contract with CalPERS to provide all safety members the 3% @ 50 retirement plan.

All non-sworn employees in the PA shall be covered under the CalPERS 2% @ 55 miscellaneous supplemental formula retirement plan. The District shall pay the 7% employee contribution to the retirement plan. The plan also includes the credit for unused sick leave optional benefit.

The non-sworn classifications of Communications Dispatcher, Property and Evidence Supervisor and Dispatch Supervisor hired before December 30, 2000 shall be covered under the Transamerica General Plan unless they elected prior to December 5, 2000, under a one-time irrevocable election, to be covered under the CalPERS 2% @ 55 retirement plan.

Employees hired after December 30, 2000 in the above non-sworn classifications will participate in the CalPERS 2% @ 55 retirement plan.

Effective October 1, 2004, all eligible miscellaneous Employees will receive 2.5% @ 55 unmodified formula, based on the average of the highest 36 consecutive months of compensation. For Employees covered by the CalPERS retirement system, the District shall make the 7% employee contribution to the retirement plan, and this contribution shall be

considered as the Employee's contribution. Effective October 1, 2004, the Employee shall make a 1% contribution to the 2.5% @ 55 retirement plan. The District will implement IRC 414 (h)(2) in order to tax defer the 1% contribution paid by the Employee. Effective the pay period which includes January 1, 2012, the Employee shall make an additional ½% contribution to the 2.5% @ 55 retirement plan for a total of 1 ½ %.

Employees newly hired on or after April 1, 2012 in the sworn classifications will participate in the CalPERS 3% @ 55 retirement plan. Sworn employees hired prior to April 1, 2012 will remain in the CalPERS 3% @ 50 retirement plan.

B. After PEPRA and/or Adoption of this MOU

1. Sworn

"New Members" as defined by PEPRA and CalPERS shall contribute toward their pensions the amount required by law (11.5% as of October 1, 2014).

"Classic/Legacy" employees shall contribute 9.0% toward the CalPERS employee contribution rate of their CalPERS pension, plus an additional 3% toward the CalPERS employer contribution rate, for a total CalPERS contribution of 12% toward their CalPERS pension. If the District determines that it will not incur any costs associated with the following change, as soon as administratively feasible, pursuant to Government Code section 20516, the District shall amend its contract with the CalPERS to convert the additional employee contribution of three percent (3%) to the employee share. The total "Classic/Legacy" employee contribution shall remain at 12%.

2. Non-Sworn

Effective the first full pay period following Board approval, "Classic/Legacy" employees shall contribute an additional 1.625% toward the CalPERS employee contribution rate of their CalPERS pension (for a total of 3.125%). "New Members" as defined by PEPRA and CalPERS shall contribute toward their pensions the amount required by law (6.25% as of October 1, 2014).

Effective the first full pay period in October 2015, "Classic/Legacy" employees shall contribute an additional 1.625% (for a total of 4.75%) toward the CalPERS employee contribution rate of their CalPERS pension.

Effective the first full pay period in October 2016, "Classic/Legacy" employees shall contribute an additional 1.625% (for a total of 6.375%) toward the CalPERS employee contribution rate of their CalPERS pension.

Effective the first full pay period in October 2017, "Classic/Legacy" employees shall contribute an additional 1.625% (for a total of 8%) toward the CalPERS employee contribution rate of their CalPERS pension.

3. Internal Revenue Code Section 414(h)(2)

All employee contributions made under this Section 12.2, to both the employee contribution rate and the employer contribution rate, shall be made pre-tax and in accord with Internal Revenue Code section 414(h)(2).

12.3 GROUP LIFE INSURANCE

Effective the first of the month following employment the amount of life insurance afforded eligible employees shall be the sum equal to 12 times such employee's Base Pay as defined in Article 6.1 (A) at the time of death, payable to the employee's designated beneficiary.

12.4 HEALTH PLANS

A. Medical

1. The District shall establish a Health Benefits Allowance (HBA) for current Employees. The allowance shall be applied to the following eligibility category for:

Employee Only (E);
Employee + 1 Dependent (E + 1); or
Employee + 2 or More Dependents (E + 2).
2. The HBA is considered an Employer Contribution to the "cafeteria plan" established by the District within the meaning of Section 125 of the Internal Revenue Code.
3. The amount of the HBA for each eligibility category shall be determined annually based on the CalPERS Bay Area Kaiser Rate for each eligibility category.
4. Employees must provide sufficient documentation of their eligibility category for which they would qualify. The documented eligibility category determines the amount of the HBA. Under the terms of the Benefit plan the HBA is applied towards the cost of the plans offered under the CalPERS Health Insurance Program. If the selected plan costs more than the HBA, the difference shall be paid by the employee through a payroll deduction. If the cost of the selected plan is less than the HBA, the employee shall receive the difference as taxable compensation. Employees are eligible for coverage beginning the first of the month following the month of appointment.
5. Employees who can document that they have coverage available from another source may elect to receive the cash in lieu of medical coverage as taxable compensation. Documentation shall be made with the Human Resources Division annually for each plan year (currently calendar years).
6. An employee who can demonstrate on an annual basis that s/he is covered by

a group medical plan, including TriCare, may choose not to enroll in a District medical plan, and may instead elect cash in lieu of medical coverage. An individual eligible for employee only coverage would receive cash in lieu equal to \$390.00 per month; an employee eligible for employee plus one coverage would receive \$741.00 per month, and an employee eligible for employee plus two coverage would receive \$741.00 per month. Effective with the 2024 plan year that commences January 1, 2024, employees whose alternative healthcare coverage is through the Park District shall not be eligible for a cash-in-lieu benefit.

7. Establishment of Flexible Benefit Plan:

The District has established a Flexible Benefit Plan which allows employees to contribute pre-tax deductions to an account used to reimburse the employee for eligible dependent care and a separate account to reimburse for eligible medical expenses (flexible medical spending account). The Flexible Benefit Plan can also be used for the deduction of any required Medical or Dental Premiums on a pre-tax basis. The employee must elect coverage during open enrollment and the reporting and use of the funds are subject to the provisions of the Plan. The District paid for the cost of establishing the Flexible Benefit Plan and the District has agreed to pay the on-going administrative fees on behalf of the employee.

The Plan is intended to qualify as a "cafeteria plan" within the meaning of Section 125 of the Internal Revenue Code. A cafeteria plan is a written plan that allows an employee to select qualifying benefits from a menu of choices.

8. Retiree Medical Insurance Contributions: The District will contribute to retiree medical (i.e. all current and future retirees of the CalPERS retirement plan) at a cost per month per retiree equal to the PEMHCA minimum required each year. In exchange, individuals that retire after April 1, 2002 will no longer be eligible for Article 8.06B of the District's Personnel Administrative Manual: enrollment in AARP Extended Medical Supplement or reimbursement of the premium paid by the retiree for medical coverage.

Effective January 1, 2023 or as soon thereafter as administratively feasible, all represented employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The Trust shall be and remain separate and apart from any employer health insurance funding program.

Upon implementation, each employee in a represented classification shall contribute \$100.00 per month to the PORAC Retiree Medical Trust. Beginning the first pay period in October, 2024, each employee in a represented classification shall contribute \$150.00 per month to the PORAC Retiree Medical Trust.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The District's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the District shall cease deducting such amounts from employee compensation on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the contribution amount in cash.

Upon retirement of an eligible employee covered by this Agreement, the District will transfer into the PORAC Retiree Medical Trust, 25% of the cash value of any of the employee's accrued vacation leave, subject to the applicable rules of the Trust; additionally, the cash value of any sick leave paid out pursuant to Article 11.5, Paragraph C., Subsection 5 shall be transferred into the PORAC Retiree Medical Trust. The Association has the right to alter the amount of the percentage of vacation leave balance contribution at separation from service during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws and applicable laws. The Association shall provide written notice to the District of any such change. The District shall implement such changes within two pay periods following receipt of that notice.

The District shall not be required to pay any fees or make any contributions on behalf of individual employees, beyond those described in this section.

The Association agrees, to the fullest extent permitted by applicable law, to defend, indemnify and hold harmless the District and each of its agents, officers, and employees against all costs, expenses, liability, and damages resulting from any misrepresentation, negligent action or inaction, or breach of, the Trust, or any rules, policies, or procedures established by the Trust's Board of Trustees.

The District provides no guarantee to employees regarding the ultimate length of retiree medical benefit payout. Employees who participate in the Trust assume the entire risk from any investment gains or losses associated with these funds or other decline in value. Nothing contained in this contract shall constitute a guarantee by the District that assets of the Trust will be sufficient to pay any benefit to any person or to make any other payment during an employee's life expectancy after retirement. All payments, in the form of employee contributions, to the Trust are defined contributions only. Payments to be paid from the Trust are limited to the remaining assets in the Trust and governed by the Board of Trustees. The parties understand that the above provisions shall in no way obligate the District to incur any additional costs or obligations beyond those already set forth in this contract.

9. Effective Date: The normal effective date of enrollment will be the first of the month following the date the employee's Health Benefits Enrollment Form is received, subject to the terms and conditions of the CalPERS Health Plan.

The Health plan coverage shall include a "Domestic Partner" coverage procedure which will be paid for by the District, providing that their domestic partner is registered as their domestic partner with the State of California. The value of these benefits will be reported to the Internal Revenue Service as taxable income.

B. Dental

Permanent employees: The District shall pay the premium cost for each employee and all of that employee's dependents and/or domestic partner (providing that their domestic partner is registered as their domestic partner with the State of California) in the EBRPD Dental Plan.

1. Eligibility: Newly hired employees will be eligible for coverage the first of the month following three months' employment except for lateral transfers (for purposes of this section this means individuals who are currently working as full-time sworn police officers and who are currently covered under that employer's health benefit plan) who will be eligible for coverage the 1st of the month following employment.

- C. Post-Employment Benefits:** An employee who retires may elect to continue whatever CalPERS medical plan coverage such employee (and eligible dependents) has at the time of such retirement. The eligible dependents of any employee who dies from job-related causes may elect to continue whatever medical plan coverage they have at the date of such employee's death.

- D. COBRA:** Continuation of benefits will be available to employees as provided by the Consolidation Omnibus Budget Reconciliation Act (COBRA).

12.5 SURVIVOR BENEFITS

The District contributions toward payment of the cost of dependents' medical and dental plan benefits (COBRA) hereunder in force for the family of a Police Officer or Sergeant killed in the line of duty shall be continued by the District for one full year following the date of death.

12.6 ACCIDENTAL DEATH AND DISMEMBERMENT

Effective the 1st of the month following employment, the District shall provide AD&D insurance in the amount of \$50,000 for all sworn Public Safety personnel.

12.7 DEFERRED COMPENSATION

Employees may participate in the ICMA Deferred Compensation program at their option. Currently, the District does not make contributions to employees' ICMA Deferred Compensation accounts. Should the District in the future agree to matching contributions to ICMA Deferred Compensation for both represented AFSCME employees and unrepresented employees, employees represented by the Association shall be entitled to the same level of matching contributions.

ARTICLE THIRTEEN: MISCELLANEOUS

13.1 LOCKOUTS/STRIKES

A. Lockouts

No lockout of employees represented by the PA shall be instituted by the District during the term of this MOU.

B. Strikes

The PA agrees that during the term of this MOU, neither it nor its officers, employees, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the District. In the event that PA members participate in such activities in violation of this provision, the PA shall notify those members so engaged to cease and desist from such activities and shall instruct members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the District. Neither resort to nor completion of the grievance procedure shall constitute a condition precedent to the institution of legal proceeding in an appropriate court by either party by reason of the alleged violation of any provision of this Article 13.1 by the other.

C. Disputes

It is mutually agreed that, notwithstanding any dispute that may then be pending between the parties, the opinion or claim by a party that the other has breached this MOU, thus making this Article 13.1 non-binding, this Article 13.1 prevents the Park District from instituting a lockout of employees and prevents the PA and its officers, employees and members (all referred to as the "PA"), from engaging in, encouraging, sanctioning, supporting or suggesting any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the East Bay Regional Park District, unless an arbitrator acting pursuant to the grievance procedure set forth in Article 10 of this MOU is not then binding upon such party.

13.2 NOTICES

Except as may be otherwise specifically required by a particular provision of this MOU, any notice that either party may desire or be required to give to others under this MOU, shall be in writing, delivered by U.S. Mail, certified or registered postage prepaid, addressed to the parties as follows:

District: Human Resources Manager
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, California 94605

PA: President, EBRPD Police Association
17930 Lake Chabot Road
Castro Valley, California 94546

Such addresses may be changed from time to time by notice from the addressee to the other party specifying the addressee's new address for notices. Notice mailed in Alameda or Contra Costa Counties shall be deemed delivered at 12:01 a.m. on the second work day following posting.

13.3 LITIGATION

Should either party sue the other to enforce or interpret this MOU, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs against the losing party as determined by the Court. The Court may award less than 100% of reasonable fees on the basis of its determination that the prevailing party prevailed in less than 100% of its position.

13.4 INVALIDITY

Should any specific provision hereof be determined to be illegal or unenforceable, all of the other provisions shall nevertheless remain binding on the parties.

13.5 SHIFT SELECTION

- A. Shift Change: The District shall post the blank shift schedule sheet six weeks prior to the shift change date and to have the actual sign- up commence no less than four weeks prior to the effective date of the shift change.

All bargaining unit members shall select shifts by seniority within classification once each calendar year. Normally, each shift schedule is six (6) months in duration – usually October through April (Winter Shift) and April through October (Summer Shift). Days off are determined by the shift and team selected, again, based on seniority.

Notwithstanding the above, motorcycle officers shall select from available and identified motorcycle officer shifts based on seniority within classification among motorcycle officers.

The District agrees that it will complete the bid process described in this Section 13.5.A. no later than July 31st each year.

The District reserves the right to assign probationers to particular shifts for the duration of their probationary period.

- B. Janitorial: The District will provide appropriate janitorial services for both the Headquarters building and sub-stations. This agreement is not intended to affect, and does not, relieve the sub-station personnel from their normal daily and/or weekly clean-up assignments.
- C. Vehicle Replacement: A committee comprised of two Management representatives and two PA representatives shall meet to develop a program for vehicle evaluation and replacement. Should this committee not reach a mutually acceptable solution the matter of vehicle replacement will be considered by the full negotiating committee.

IN WITNESS WHEREOF, the parties have set their hands:

EAST BAY REGIONAL PARK DISTRICT

Burk Dunphy, Lead Negotiator

Dated _____

Allyson Cook, Assistant General Manager – Human Resources

Dated

POLICE ASSOCIATION

Peter Hoffmann, Lead Negotiator

Dated

Christopher Spencer, President

Dated

APPENDIX A

APPENDIX B

- ❑ Service weapon (pistol)
- ❑ Magazines
- ❑ Handcuffs (1)
- ❑ Handcuff key (large)
- ❑ OC Spray
- ❑ Baton
- ❑ Leather dress belt
- ❑ Leather Sam Brown belt with associated accessories
- ❑ Cold weather jacket
- ❑ Baseball hat
- ❑ Rain boots
- ❑ Hat shield – Class A
- ❑ Keys with Key Ring
- ❑ Flashlight
- ❑ Bullet resistant vest
- ❑ 7 Point Star
- ❑ Cloth star
- ❑ Name tag – metal
- ❑ Name tag – cloth
- ❑ Police shoulder patches
- ❑ Rank insignia
- ❑ Service insignia
- ❑ ID Card
- ❑ Rain gear
- ❑ Universal precaution kit
- ❑ Telephone card
- ❑ Business cards
- ❑ Map book
- ❑ Binoculars
- ❑ Ticket book
- ❑ Float coat – Marine Officer
- ❑ Nylon gun belt & accessories (assignment specific)

APPENDIX C

SIDE LETTER AGREEMENT # 02-13

EAST BAY REGIONAL PARK DISTRICT And POLICE ASSOCIATION

REGARDING RECRUITMENT/INTERVIEW PROCESS FOR POLICE APPLICANTS

LATERALS, EBRPD RESERVE PEACE OFFICERS, & CURRENT CA POST REQUALIFIED APPLICANTS

East Bay Regional Park District believes that in the interest of the Police Department's efforts to expedite the hiring process for qualified lateral and EBRPD Reserve Peace Officer, and current CA POST Requalified applicants, the recruitment and hiring process shall be changed to the following:

The Human Resources Officer assigned, shall screen incoming applications on a monthly basis and provide copies to the sergeant of Personnel and Training of all lateral, EBRPD Reserve Peace Officer, and current CA POST Requalified applicants, per CA POST Administrative Manual, Section 1008 (b), meeting the minimum qualifications. The P & T Sergeant shall notify the Chief of such applicants. It shall be determined at the discretion of the Chief, whether an interview will be granted. Upon approval from the Chief, it shall be the responsibility of the P&T sergeant to contact the applicant, schedule the background process (which includes the physical ability test, polygraph, and psychology evaluation). The P&T sergeant shall also inform the Human Resources Officer when a conditional offer of employment has been made, and H.R. will arrange for a pre-employment physical.

RECRUITS

In the interest of recruiting and obtaining quality candidates for the District's Police Department, the East Bay Regional Park District shall allow a four person interview rating panel when conducting interviews for the Academy Graduates and Recruits. The rating panel shall consist of a Human Resources Officer, Personnel & Training Sergeant, Outside Agency Sergeant, and a District Field Training Officer. The panel shall at all times include a non-rating PA representative.

The pool designation point system shall be:

6 – 8 = 1st pool

3 – 5 = 2nd pool

2 or less = no pool

ACADEMY GRADUATES

To increase the number of viable candidates for the position of police officer for the East Bay Regional Park District Police Department, the recruitment and hiring process shall be changed to the following:

The Human Resources Officer assigned, shall screen incoming applications on a monthly basis and provide copies to the sergeant of Personnel and Training of all Academy Graduate candidate applicants meeting the minimum qualifications. The East Bay Regional Park District shall allow a four person interview panel when conducting interviews for Academy Graduates. The interview panel shall consist of a Human Resources representative, Field Training Officer, Personnel and Training Sergeant, and an Outside Agency Police Sergeant. The panel shall at all times include a non-rating PA representative. The panel will recommend or not recommend the applicant move to an interview with the Chief of Police. It shall be determined at the discretion of the Chief whether the applicant moves forward in the hiring process.

/s/ Susan Gonzales

Susan Gonzales
Human Resources Manager

DATE: 9/17/2013

/s/ Tyrone Davis

Tyrone Davis
Police Association President

DATE: 9/17/2013

APPENDIX D

SIDE LETTER AGREEMENT #01-09

EAST BAY REGIONAL PARK DISTRICT And POLICE ASSOCIATION

REGARDING CONDITIONAL OFFER OF EMPLOYMENT AS A POLICE OFFICER TRAINEE

East Bay Regional Park District and the Police Association have reached a joint agreement to implement a standard "*Conditional Offer of Employment Letter*" for Police Officer Trainee positions.

The "*Conditional Offer of Employment Letter*" shall define the terms and conditions of employment with the East Bay Regional Park District Police Department to be; candidate must pass the required psychological test(s), medical examination(s), the remainder of the background investigation, and acceptance of the training reimbursement provision as specified below.

Reimbursement Provisions: Candidate may be required to reimburse the East Bay Regional Park District for training expenses. Reimbursement would be required in the event you voluntarily terminate your employment with the East Bay Regional Park District Police Department, according to the following schedule:

- Before the end of year 1 - 100% repayment of \$8,000.
- Before the end of year 2 - 80% repayment of \$8,000.
- Before the end of year 3 - 60% repayment of \$8,000.
- Before the end of year 4 - 40% repayment of \$8,000.
- Before the end of year 5 - 20% repayment of \$8,000.

/s/ Susan Gonzales
Susan Gonzales
Human Resources Manager

/s/ Tyrone Davis
Tyrone Davis
Police Association President

DATE: 4/7/2009

DATE: 3/31/2009

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