January 1, 2014 – December 31, 2014

CITY OF PACIFIC GROVE

POLICE OFFICERS' ASSOCIATION MEMORANDUM OF UNDERSTANDING

In accordance with state requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Police Officers' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation.

As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3505.1.

ARTICLE 1. PARTIES

This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Police Officers' Association, (herein called the "Association").

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Pacific Grove Police Officers' Association as the exclusive representative of the employees in the Police Unit.

2.2 Non Discrimination.

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join, and participate in the activities of organizations of their own choosing for the purposes of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee will be interfered with, restrained, coerced, or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

An employee not joining the Association is exercising his or her rights to self-representation in rights issues.

Nothing in this section prevents the Association and its representatives from representing the classifications in the unit in accordance with the MOU, State and Federal law, and the City of Pacific Grove Personnel Rules and Regulations.

ARTICLE 3. UNIT DESCRIPTION

3.1 The Police Unit consists of all regular employees in the following classifications: Safety Personnel: Police Officer, Corporal, Sergeant, and Reserve Officers

ARTICLE 4. COVERAGE

This Memorandum of Understanding applies to employees in the Police Unit as defined in Article 3.

ARTICLE 5. DURATION OF MOU

(Replace existing language with following language)

This MOU shall govern the period of January 1, 2014 through December 31, 2014. It is understood that as to any items not covered by the MOU and all amendments hereto, Section 18(a) of City Resolution No. 5249 is applicable.

ARTICLE 6. SCOPE OF MOU

All terms, benefits, and conditions of employment contained in this MOU shall remain in full force and effect for the term hereof. So long as there is no material breach of the terms hereof, neither party shall be entitled to meet and confer with respect to any subject fully covered by this MOU. No changes to the provisions of this MOU may be undertaken without the prior written consent of both parties to this Agreement, except as otherwise indicated herein.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Definitions

(a) "Grievant" means an employee(s) filing a grievance.

(b) "Grievance" is a dispute arising from the application or interpretation of a specific article of this Memorandum of Understanding. "Grievance" is also a dispute arising from an action not covered by the Memorandum of Understanding, but which affects a term and condition of employment as defined in the Meyers-Milias-Brown Act. Provided, the "grievance" does not include disputes regarding management rights, i.e., the merits, necessity, or organization of any service or activity provided by the City, as set out in the Meyers-Milias-Brown Act and as more particularly described in City's employer-employee organization relations resolution (no. 5249). The City may raise the issue of whether a matter constitutes a grievance during any stage of the grievance process.

(c) "Immediate Supervisor" is the management employee directly supervising the grievant or in his/her absence his/her designee.

(d) "Day" is a calendar day.

7.2 Informal Step

Before filing a grievance, the grievant shall discuss the matter with his/her immediate supervisor.

7.3 Step One

(a) If the grievant is not satisfied with the response at the informal step, the grievant shall submit the grievance in writing to his/her immediate supervisor within 14 days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.

(b) Within 14 days of filing of the grievance, the immediate supervisor shall respond in writing to the grievance.

7.4 Step Two

(a) If the grievant is not satisfied with the Step One response, the grievant may bring the grievance to the Chief of Police within 14 days of receipt of the Step One response.

(b) The Chief of Police shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Two.

7.5 Step Three

(a) If the grievant is not satisfied with the Step Two response, the grievant may bring the grievance to the City Manager within 14 days of receiving the Step Two response.

(b) The City Manager shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Three.

7.6 City Council

If the grievant is not satisfied with the opinion rendered by the City Manager, he or she may request a hearing before the City Council. The request must be made within 14 days of the

opinion rendered by the City Manager. That hearing shall be held as promptly as possible and in any event no more than 30 calendar days from the date of receipt of the request for hearing. The City Council decision is final.

7.7 Release Time
The grievant shall be entitled to release from duty without loss of pay for the hearing of grievance. Other employees may be released from duty without loss of pay to serve as representatives or witnesses. Such releases are subject to the staffing and operational needs of the Department.

7.8 No Discrimination
There shall be no restraint, interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

7.9 Representation
(a) The employee may be represented by the Association at any step of the grievance.
(b) An employee is also entitled to represent him/herself individually at any step of the grievance procedure.
(c) A grievant may not change his/her designation of representative organization, during the processing of a grievance except by mutual agreement of the parties.

7.10 Grievance Withdrawal
By mutual agreement of both parties the grievant and his/her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last took action on the grievance.

7.11 Reconsideration
(a) If a grievant is not represented by the Association, no solution to the grievance shall be adopted until the Association is given seven days in which to comment on the solution.
(b) If the Association objects within said seven days, the solution shall have no precedential value.

7.12 Waiver of Steps
By mutual written consent of both parties any step of the grievance procedure may be waived.

ARTICLE 8. SICK LEAVE
8.1 Sick Leave
(a) Each full time employee shall accrue eight hours of sick leave per month.
(b) There shall be no limit on the amount of sick leave that may be accumulated.

8.2 Sick Leave Buy Out
(a) Upon termination, other than by retirement, the employee shall be entitled to be paid for 50% of his/her accumulated sick leave, up to a maximum of 1,000 hours, at the time of such termination.
(b) Upon retirement the employee shall be entitled to payment for 50% of any accumulated sick leave, up to a maximum of 1,000 hours, in excess of that for which retirement credit is given.

8.3 Personal Necessity and Bereavement Leave.

(a) Personal Necessity Leave – Employees may use up to three days of accrued sick leave per year in the event of the personal illness of a family member, including father, mother, brother, sister, spouse, children, step-children, and in-laws.
(b) Bereavement Leave – Up to a maximum of five days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, step parent, step child, grandparent, in-laws, registered domestic partner, child of registered domestic partner or any other member of the immediate household.

ARTICLE 9. RETIREMENT

9.1 Retirement Program

The retirement program for unit members includes the following elements:

(a) This subsection shall apply only to employees hired before January 1, 2013, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The City's retirement plan shall consist of the following provisions:

- A "3% at age 50" benefit formula (see Gov. Code 21362.2).
- Final compensation to be based on the single highest year's compensation.

(b) For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the City's retirement plan shall consist of the following provisions:

- Defined benefit formula of "2.7% at age 57," with a five-year vesting period.
- Final compensation based on three consecutive years.

(c) Sick leave conversion of 0.004 years service for each day of accumulated sick leave (see Gov. Code 20965).
(d) Pursuant to IRS Section 414 (h)(2), the unit members now pay their PERS contribution.
(e) Effective January 1, 2014, classic members shall contribute 50% of total normal cost, which is currently 8.91%.
(f) 1959 survivor benefit (Fourth Level, Government Code 21574) at a continuing cost of $2.00 per month to each employee.
(g) Military Service Credit as Public Service option (Government Code Section 21024).

ARTICLE 10. HOLIDAYS

10.1 Paid Holidays

Holidays observed shall be as set out in Section 4.20 of the Pacific Grove Municipal Code.

10.2 Floating Holiday

All members will be credited with an additional 16 hours of vacation on July 1st of each year as an annual floating holiday. If not used within the fiscal year, the hours will be forfeited.

10.3 Holiday Time for Sworn Members

Holiday time for sworn members working a 12-hour shift will be computed as eight hours employees may use vacation or accrued compensatory time to be paid for the difference between 8 and 12 hours. .

ARTICLE 11. VACATION

11.1 Vacation credit is provided as follows:

Full Years of Consecutive Service	Hours Earned per Hour* Paid	Maximum Hours Earned/Year
Less than 5	.0385	80
5	.0577	120
6	.0577	120
7	.0615	128
8	.0615	128
9	.0654	136
10	.0654	136
11	.0692	144
12	.0692	144
13	.0731	152
14	.0731	152
15	.0769	160
16	.0808	168
17	.0846	176
18	.0885	184
19	.0923	192
20+	.0962	200

*Straight Time Hours Paid

11.2 Vacation Accumulation

Employees may accumulate vacation to a maximum of 400 hours.

11.3 Vacation Use

As long as there is no disruption in service, vacations will be allowed up to two times annual accrual if the Department is notified at least six months in advance and approves the vacation. This section may not apply in case of emergency or significant staff shortages.

For the period July 1, 2009 through December 31, 2012, the maximum amount of vacation time that may be accumulated shall be 440 hours. After December 31, 2012, the maximum amount shall be restored to 400 hours, and the City will compensate any PGPOA member at risk for losing vacation leave for up to 40 hours at that time.

11.4 Vacation Buy Back

Permanent employees with over five years of service may sell back to the City up to 40 hours of their vacation in any calendar year if the following conditions are met:

a) The employee has used (taken) at least 40 hours of vacation during the preceding calendar year. This subsection 12.(a) shall be suspended for the term of this Agreement.

b) The employee must have at least 40 hours of vacation remaining after the "cash out" of some of his or her vacation.

11.5 Temporary Suspension of Vacation Buy Back

Members agree to suspend the provisions of Section 12.4 (Vacation Buy-Back) of the MOU for the period of July 1, 2009 – June 30, 2010.

ARTICLE 12. HOURS AND OVERTIME

12.1 Shift Hours

The Chief shall have full authority to schedule employees and shifts to include regular patrol shifts of 10 and 12 hours or a combination of the two. Officers assigned to Motorcycle and School Resource duty are not included in "regular patrol" shifts. The Chief shall have the full authority to change schedules and shifts to meet the best interest of the City, provided however that the Chief will not create a shift that reduces staffing below one supervisor (acting or permanent) and two police officers (including corporals.) The Chief shall provide at least 21-days notice and an opportunity to meet prior to implementing such changes.

(a) Safety personnel assigned to eight-hour shifts and ten-hour shifts shall receive a paid 30-minute lunch period within their shifts. That lunch period may be interrupted to respond to emergencies.

(b) Safety personnel assigned to 12-hour shifts shall receive two paid 30-minute lunch periods. Those lunch periods may be interrupted to respond to emergencies.

12.2 Call Back and Holdover

Except as provided in Section 13.3, an employee shall be credited with a minimum of two hours of pay at time and one-half if the employee is called back to work. An employee shall be credited with time and one-half for a shift extension period.

12.3 Court Time

(a) An employee called back to appear in court shall receive a minimum of four hours pay or compensatory time off at time and one-half for each appearance.

(b) If the off duty employee is scheduled to appear at two or more court appearances, and those appearances are scheduled two or more hours apart, the officer shall receive not less than four hours pay or compensatory time off at time and one-half for each appearance.

(c) If the off duty officer is scheduled to appear at two or more court appearances, and those appearances are scheduled less than two hours apart, the officer shall receive a minimum of four hours at time and one-half with the overtime commencing at the earliest subpoena time.

(d) In no case will there be double compensation for overlapping court hours.

(e) If the off duty officer is scheduled to appear in court and is told he/she is on standby, he/she will have two options as follows:

Option (1). Standby will be treated as court time from the time the officer reports to the Police Department for duty. The officer will be eligible for compensation at time and one-half for the time he/she is on duty in the Department. During such periods of standby in the Police Department, the officer will be assigned to perform such other duties as directed by the Police Chief. It will be the officer's responsibility to ascertain when he/she must be in court, and to be there as directed by the Court Coordinator of the District Attorney's Office.

Option (2). If not reporting for duty, such standby shall be on an unrestricted call back basis. During such unrestricted standby the officer will be entitled to compensation at straight time until he/she is released or reports to court. The officer must report his/her status to the Department at the beginning of the standby. It will be the officer's responsibility to ascertain when he/she must be in court, and to be there as directed by the Court Coordinator of the District Attorney's Office.

(f) It will be the subpoenaed officer's responsibility to check with the Department, either by telephone or in person, after 1,800 hours on the day prior to a court date to determine if the Department has been notified that the subpoenaed officer's court appearance has been canceled. The Department will attempt to notify the officer by telephone. The subpoenaed officer must re-verify the status of the trial by calling the Court Coordinator of the District Attorney's Office after 8:00 a.m. on the date of the trial. In all instances, the subpoenaed officer is responsible for appearing in court when required.

12.4 Compensatory Time Off

Compensatory time off may be granted at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is due. Accumulation of compensatory time will be limited to 288. A compensatory time account will be maintained for each Association member. When the balance in the account is in excess of 288, no further compensatory time will be accrued until the balance in the account is reduced below 288 hours.

(a) Monthly, on the second pay period of the month, up to 40 hours of compensatory time shall be paid to the member, and the appropriate number of hours reduced from the balance, if the member requests such payment prior to the fifth of each month. At no time shall payments be made that are in excess of the account balance as of the monthly request date.

For the period July 1, 2009 through December 31, 2012, the maximum amount of compensatory time off that may be accumulated shall be 200 hours. After December 31, 2012, the maximum amount shall be restored to 160 hours, and the City will compensate any PGPOA member at risk for losing compensatory time for up to 40 hours at that time.

12.5 Alternate Work Schedule for Police Patrol (12/3 Plan)

To the extent allowed by the Chief, personnel will be assigned 13 workdays of 12 hours in a 28-day cycle. As a result of working only 156 hours of the required 160 hours in a 28-day cycle, all affected personnel will "pay back" four hours each work cycle before any overtime can be accumulated. Management of pay back hours shall be conducted in accordance with Police Department policy on duty schedule and reporting requirements.

12.6 Beeper Call Back

Detectives and Investigators, when assigned shall be on unrestricted "beeper call back" status on a rotational basis so that at least one is always available to meet the departmental needs outside of regular working hours. Personnel so assigned shall be entitled to six hours of compensatory time off or vacation for each ten days of unrestricted "beeper call back" status.

ARTICLE 13. UNIFORM ALLOWANCE

13.1 Uniform Allowance

A uniform allowance of:

$77.50 per month shall be paid for the calendar year 2007
$82.50 per month shall be paid for the calendar year 2008
$87.50 per month shall be paid for the calendar year 2009
$92.50 per month shall be paid for the calendar year 2010
$92.50 per month shall be paid for calendar years 2013 and 2014

The allowance shall be subject to Public Employees' Retirement System deduction but, to the extent permissible under State and Federal law, shall not be subject to withholding.

13.2 Uniform Patches
The City will provide ten police department patches for each newly hired member, and six such patches annually for all members of the Association.

ARTICLE 14. SAFETY EQUIPMENT

14.1 General Policy
(a) The City will purchase and supply safety equipment. Equipment purchased by the employee shall be approved by the Chief of Police or designee. The employee will be responsible for all care and maintenance.
(b) All items of personal equipment and clothing will be replaced or repaired by the City if damaged in performing normal duties.

14.2 Equipment Furnished. The equipment furnished safety personnel is as stated in EXHIBIT A.

ARTICLE 15. HEALTH INSURANCE

15.1 City Paid Premium and Special Optional Benefits
(a) City shall pay the employer required premium for employees enrolled in the PERS (PERS-PORAC) health plans as required by the Public Employee Medical and Hospital Care Act.
(b) Effective with the approval of this Memorandum by all parties, the City will contribute $50 per month into a flexible health spending plan only for employees enrolled in City health plans.
(c) Effective January 1, 2006, City will contribute an additional $50 per month ($100 total) into a flexible health spending plan only for employees enrolled in city health plans.

15.2 Insurance Committee. The Association shall be represented on any insurance committee to review insurance benefits program options.

15.3 Present Coverage. The City agrees to continue its present (as of the date of this MOU) health, vision, and dental coverage plans.

15.4 When not an allowable cost under the City health insurance plan, other health insurance plan of the member, or when the cost is only partially covered under such plan, the City will pay up to the full cost of the member's Hepatitis "B" inoculations, when the member so elects to receive this inoculation.

15.5 Retired Employee's Health Insurance Premium Supplement. The City shall pay a health insurance premium supplement of $150.00 per month to Association members who retire from the City with 20 years or more of City service and who are enrolled in one of the City's health plans. The payment, which will be paid directly to the employee, shall continue for a period not to exceed five years following the effective date of the employee's retirement or upon the employee attaining the age of 65 years, whichever occurs first.

ARTICLE 16. COMPENSATION

16.1 Current Salary

In the event that another City bargaining unit receives a COLA or general salary increase the POA bargaining unit will be entitled to that increase. In the event that another City bargaining unit receives equity or market adjustments the POA will be entitled to market adjustments and the parties agree to re-open on that subject to negotiate the adjustment amount.

16.2 Salary Insurance Coverage Reduction

Members may elect to have their salaries reduced by an amount, which shall be added to their monthly contribution for employee and dependent medical, dental, and vision insurance premiums.

16.3 Investigator Compensation

(a) Police Officers, Corporals, and Sergeants assigned as Investigators, while serving as such, shall receive an additional 5% in salary.

(b) It is understood and agreed that assignment as investigator is not deemed to be promotional and is at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure. Upon such rotation to and from the assignment as investigator, compensation and hours will be adjusted as provided in this Agreement. Hours for investigations are subject to FLSA requirements and investigators may work up to 12 hours a day without being eligible for overtime. If an employee exceeds 160 hours in a 28-day pay period, those hours in excess of 160 shall be paid as overtime.

16.4 Step Increases

Step increases must be based upon performance and goal achievements not solely longevity. These increases will be based upon each individual's overall performance as reflected in the most recent performance evaluation.

16.5 Educational Incentive Pay

(a) Members are eligible for additional compensation as provided in this section.

(b) Upon compliance with this Section, eligible members shall receive an amount equal to 2.5% of their base pay upon satisfactory completion of 30 semester units of college level, job-related courses as approved by the Police Chief or certified by the Commission on Peace Officer Training standards. An amount equal to an additional 2.5% of their base pay shall be paid to eligible safety members as a result of satisfactory completion of a total of 60 semester units of job related courses approved as above. Compliance with this section for eligibility to receive the additional 2.5% educational incentive pay shall be satisfied by presentation of an AA, AS, BA, MA, MS or LLB degree with a job related major from a post-high school educational institution as defined below, or by the attainment of an advanced certificate from the Commission on Peace Office Training Standards.

(c) Definitions

i. "Base pay" for the purpose of this section 17.7 means the monthly salary as set forth herein for the range and step of the eligible person and shall specifically exclude any compensation received for overtime, clothing allowance or other fringe benefits.

ii. "Satisfactory completion" means a grade of "C" or better in each course.

iii. "College level" means any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or counties, or which has the prior approval of the City Manager.

iv. "Job-related" means any academic course related to technical police science skills. The City Manager's determination of the eligibility of any course shall be final. In the case of doubt the employee shall request the written determination of the Chief of Police and the City Manager in advance of enrollment in the course.

(d) No person shall be eligible for the benefits under this Section unless and until he/she has completed one year of continuous employment in the Police Department and has satisfactorily completed the probationary period. Units completed prior to employment with the City of Pacific Grove, or during the probationary period, shall be considered in determining eligibility, provided the other requirements of this Section are met.

(e) Prior to the payment of compensation under this Section, eligible employees shall submit a list of courses and credits to the department head on forms provided by the City Manger, together with the transcripts or other proof of satisfactory completion as may be required.

(f) Payment for Educational Pay shall be determined as the first pay period following the final qualifying event as outlined in (a) or (b). Final Qualifying Event for P.O.S.T. shall be the date of the P.O.S.T. certificate and for post-high school education the date the degree is issued. Except under unusual circumstances beyond the control of the member, retroactive payment of Educational Pay shall not exceed six months.

(g) Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in subsection (a) of this Section shall lose the compensation.

All such courses may be taken by the employee during off-duty hours, or during on-duty hours with prior approval by the Chief of Police. The educational expense reimbursement program provided for above is, and has been, for the benefit of the City and the Police Department.

16.6 Proficiency Pay Plan

In addition to educational pay, there is hereby established a proficiency pay plan for full time safety personnel. Those officers who meet the following qualifications shall be entitled to an additional amount of pay equal to 5% of their base pay for the attainment of the qualifications as defined in the following paragraphs:

(a) Police Officers and Police Corporals who have served the Pacific Grove Police Department for five years, have a BA, BS, MA, MS, or LLB from a post-high school educational institution as defined in Section 17.6, in a police related major, and have the Advanced P.O.S.T. Certificate, or who alternately, have served in the Pacific Grove Police Department for seven years, have an AA or AS degree from a post-high school educational institution as defined in said Section 17.6, in a police related major and have an Advanced P.O.S.T. Certificate.

(b) Police Sergeants and Police Detective Sergeants who have served the Pacific Grove Police Department for five years, have a BA, BS, MA, MS, or LLB degree from a post-high school educational institution as defined in said Section 17.6, in a police related major, and are eligible to receive the Supervisory P.O.S.T. Certificate, or who, alternatively, have served in the Pacific Grove Police Department for seven years, have an AA or AS degree from a post-high school educational institution as defined in said Section 17.6, in a police related major, and are eligible to receive the Supervisory P.O.S.T. Certificate. A person, who upon promotion to the grade of Police Sergeant or Police Detective Sergeant, has been qualified for proficiency pay under paragraph (a) will temporarily continue to receive proficiency pay for a two-year period. Continuation of proficiency pay beyond the two-year period will be contingent upon that person acquiring the qualifications for proficiency pay as required under the provisions of the first sentence of this subparagraph.

(c) Payment for Proficiency Pay shall be determined as the first pay period following the final qualifying event as outlined in (a) or (b). Final Qualifying Event for P.O.S.T. shall be the date of the P.O.S.T. certificate and for post-high school education the date degree is issued.

Except under unusual circumstances beyond the control of the member, retroactive payment of Proficiency Pay shall not exceed six months.

16.7 Shift Differential

(a) Employees regularly assigned to Watch I (Graveyard Shift) will receive additional pay of a total of $150 per month.

(a) *(Replace existing language with the following language)*
Members regularly assigned to a shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall receive shift differential premium pay equal to 2.5% of the employee's base rate of pay.

16.8 Firearms Incentive Program

The City will award a $250 annual stipend in each fiscal year to every sworn member who achieves a score of 91% or better as the average of the two annual range qualification shoots scheduled for each fiscal year.

16.9 Corporal Compensation

Corporals' pay range shall be 5% above the Police Officers' pay range.

16.10 Motorcycle Duty Pay

(a) Police Officers, while assigned to motorcycle duty shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.

(b) It is understood and agreed that assignment to motorcycle duty is not deemed to be promotional and is at the discretion of the Police Chief. Such assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure.

Upon rotation to and from assignment to motorcycle duty, compensation and hours will be adjusted as provided in this agreement. When there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.11 School Resource Officer Duty Pay

(a) Police Officers, while assigned, as the School Resource Officer shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.

(b) It is understood and agreed that assignment of School Resource Officer is not deemed to be promotional and is at the discretion of the Police Chief. Such assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure.

Upon rotation to and from assignment as School Resource Officer, compensation and hours will be adjusted as provided in this agreement. Where there is less than full time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.12 Tuition Reimbursement Plan

The purpose of the Tuition Reimbursement Plan is to help defray the cost of the Association Members college education. All such courses shall be taken by the employee during off-duty hours. The Plan is available to those who are enrolled in a college or university that has been approved by the Chief of Police or City Manager and who are seeking a degree not yet obtained.

The City will reimburse any member of the Association an amount not to exceed a total of $1,000 for a single fiscal year for the successful completion of any job related courses of college level education. Any such course must have the approval of the Police Chief or the City Manager. After the completion of probation, a member may request reimbursement of up to a maximum of $3,000, which includes $1,000 for the current year, and the balance above $1,000 as an advance against future service under the preceding conditions. This constitutes an advance in part, and the part that is advanced must be repaid should the member leave City service prior to serving the requisite time of one year for each $1,000 so advanced, or pro-rata for fractions thereof. Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses.

The Tuition Reimbursement Plan may also be used to attend approved schools or conferences taken by the employee during off-duty hours. The City will reimburse any member of the Association an amount not to exceed a total of $1,500 for a single fiscal year for the successful completion of a P.O.S.T. certified course or non-P.O.S.T. course that has been approved by the Chief of Police or City Manager. Successful completion of a P.O.S.T. certified course shall include receiving the appropriate reimbursement from P.O.S.T. Travel outside the Monterey, San Benito or Santa Cruz Counties shall receive a travel and per diem allowance when such allowance has been approved in advance by the Police Chief or City Manager. Payment of the travel and per diem allowance shall count toward the maximum tuition reimbursement of $1,500 per fiscal year.

16.13 Physical Fitness Evaluation and Incentive Program

(a) A Physical Fitness Program is hereby established as outlined in that document entitled, "Pacific Grove Police Department Fitness Program."

(b) An annual incentive criterion is set out as follows:

The actual testing will be conducted three times a year, during the following periods; once during February 15th through March 15th, once during June 15th through July 15th and once during October 15th through November 15th . The employee must successfully test in at least two of the three times periods listed in an annual year. Awards will be based on a point system described and in accordance with the level of fitness attained by the participant. A maximum of $250 or three days off 36 hours for Police Unit members who are working a 12-hour shift at the time of the test.) per every twelve months will be awarded. The accrued leave cannot be sold for cash and must be utilized within the following 12-month period in which they were earned or be forfeited. The fitness requirements and testing that qualify an officer for the SWAT team can be utilized to satisfy the fitness test requirement of this Article.

The awards will correspond to a person's level of fitness and will be based on an average of total points earned. A maximum of 55 points can be earned.

(i) Personnel attaining a score of 47 points or more (level 5) will be eligible for an incentive award of $250 or three days (24 hours/36 hours for Police Unit members working a 12 hour shift) compensatory time off.

(ii) Personnel attaining a score of 39-46 points (level 4) will be eligible for an incentive award of $150 or two days (16 hours/ 24 hours for Police Unit members working a 12 hour shift) compensatory time off.

(iii) Personnel attaining a score of 27-38 points (level 3) will be eligible for an incentive award of $100 or one day (8 hours/ 12 hours for Police Unit members working a 12 hour shift) compensatory time off.

(iv) Personnel attaining a score of 26 points or lower will not be eligible for an incentive award or any compensatory time off.

(c) A committee shall be formed with representatives from the Association and management to explore policies and procedures under which exercising during an officer's shift would be allowed. It is understood that such policies and procedures require that the Department be fully staffed and that the exercise will not reduce the officer's effectiveness.

16.14 Longevity
Effective the first pay period following January 1, 2005 for the Police Unit members, two additional salary steps (Step F and Step G) shall be put in place in all members' ranges. Step F shall be a 3.75% increase above Step E, and Step G shall be a 3.75% increase above Step F.

(a) Effective January 1, 2005, except as provided below, any Police Unit member who has served in Step E for three or more years shall be placed in Step F. Any member who has served four or more years in Step F shall be placed in Step G. These additional salary step increases shall continue so long as a member remains in the same job classification or is placed in a new class as part of a reclassification of his/her position without an increase in compensation.

ARTICLE 17. OTHER

17.1 Personnel Rules and Regulations
The Association agrees that it has received a copy of the rules and regulations and has met its obligation under law regarding this document.

17.2 Assigned Training
When sent out of the tri-county area for training, employees will be assigned per their regular workday. Hours will be accrued in this manner up to the equivalent of the employee's assigned work week. In no case, will an employee be entitled to overtime compensation for hours of training accrued beyond their normally assigned work week unless prior authorization has been received from the Chief or designee.

17.3 125 Plan
The unit shall be included in the City sponsored 125 plan.

17.4 Long Term Disability
The City will contribute $19.50 per employee to the Association sponsored LTD plan.

17.5 Travel Per Diem
As soon as reasonably possible, the City will amend Section 7 of Council Policy No. 000-2, Meeting and Travel Expense Reimbursement, to increase the travel per diem from $32 to $45.

17.6 Contracting Out
The City has the right to contract out bargaining unit services to meet the best interest of the City. In the event that the City exercises its right to contract out bargaining unit work, the City shall provide at least 60 days notice and an opportunity to meet and confer on the impacts and effects of this decision. The City agrees that no incumbent employee shall be laid off as a result of contracting out under this Section.

ARTICLE 18. FUTURE NEGOTIATIONS

The parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring December 31, 2014, provided that either party may request to meet and confer upon written notice given to the other party.

The parties therefore agree to waive any and all rights or obligations to meet and confer until a reasonable period prior December 31, 2014.

CITY OF PACIFIC GROVE

By:

Bill Kampe

Bill Kampe, Mayor

Thomas Frutchey

Thomas Frutchey, City Manager

Date: 1-15-14

PACIFIC GROVE POLICE OFFICERS' ASSOCIATION.

By:

JEFF FENTON PRESIDENT PGPOA

12/23/13

Date:

Exhibit A

Item	Quantity	Description
1	1	Armor Vest
2	1	Sig Sauer P229 pistol with case
3	1	Sig Sauer weapon manual
4	2	Spare ammo clips
5	1	Double magazine pouch - Black basketweave uniform
6	1	Duty belt – Sam Browne black basketweave uniform with buckle
7	1	Hi-Ride holster Mdl #2 – Black basketweave uniform
8	1	Inner trouser belt – Black basketweave uniform with buckle
9	1	Baton holder – Black basketweave uniform
10	1	Handcuff case – Black basketweave uniform
11	1	Glove case – Black basketweave uniform
12	1	Chemical spray case – Black basketweave uniform
13	4	Belt keepers – Black basketweave uniform
14	1	Baton – 36"
15	1	Chemical spray weapon
16	1	Handcuffs with 2 keys
17	1	Rain coat with police star
18	1	Rain pants
19	1	Rain cap cover
20	1	Police Badge – Uniform
21	1	Police Badge – Cap