

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF WATSONVILLE  
AND  
PUBLIC SAFETY MID-MANAGEMENT UNIT  
2019-2020**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF WATSONVILLE  
AND  
PUBLIC SAFETY MID-MANAGEMENT  
2019-2020**

This Memorandum of Understanding made and entered into this 1st day of July, 2019, by and between the representatives of the City of Watsonville (hereinafter the "City") and Public Safety Mid-Management (hereinafter "Unit") representing police Sergeants and Lieutenants.

**1.0 GENERAL PROVISIONS**

- 1.1 Effective July 1, 2019, and continuing through and including June 30, 2020, this Memorandum contains all items agreed upon by and between the City and the Unit.
- 1.2 The Personnel Rules and Regulations of the City of Watsonville are not altered, changed or modified by this MOU unless a specific reference is made herein.
- 1.3 Existing salaries and monetary benefits not changed, modified or specifically made reference to in this Agreement, shall remain in full force and effect during the term of this MOU.

**2.0 AUTHORIZED DEDUCTIONS**

2.1 Dues

The City agrees to deduct from the wages of employees dues in the amount and for the term prescribed by members of Unit. Any employee desiring to have such deduction made must sign an appropriate assignment form. City shall remit such deduction each month to the Treasurer of the Unit in accordance with normal payroll procedure.

2.2 Hold Harmless

The Unit shall indemnify and hold City harmless from any and all claims, demands, suits, or any other action arising from the deduction of said sums, including all costs and attorney's fees incurred by the City in defending same.

**3.0 USE OF CITY FACILITIES**

Subject to approval by management, City facilities shall be made available upon timely application for use by employees and the Unit. Application for such use shall be made to the management person under whose control facility is placed.

#### **4.0 REASONABLE TIME OFF**

Employee members of the Unit shall be allowed reasonable time off without loss of pay for the purpose of participating in contract negotiations. Employee members of the Unit shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. There shall be no more than three (3) employees excused from their duties at any one time to participate in these functions.

#### **5.0 HOURS OF WORK AND SHIFT SCHEDULES**

##### **5.1 Work Schedule and Change of Shift**

The Police Chief or his designated representative shall prepare a schedule showing the hours each employee of the department is to work except in emergency situations. The Police Chief shall give thirty (30) calendar days notice of a change in shift schedules and there shall be ten (10) calendar days notice of change in individual assignment except in cases of emergency or in cases of temporary assignment to maintain minimum staffing requirements caused by scheduled leave. Notice of change of individual assignment to maintain minimum staffing under these conditions shall be at least three (3) calendar days. No prior notice shall be required in emergency situations.

Employees assigned to the Operations Division will be allowed to select their shift based on seniority in classification.

Exceptions to the scheduling and seniority provisions set forth above:

1. Certified bilingual personnel may be exempt to ensure adequate allocation among shifts.
2. Probationary employees will be placed administratively on a team and shift.
3. Exemption: through the evaluation process, disciplinary action, legitimate operational needs, distribution of probationary employees, personnel hardship, medical reasons, legal reasons or restrictions, or extenuating circumstances, and officer may be assigned or reassigned to a certain shift.

##### **5.2 Hours of Work**

The normal work week for all covered employees not assigned to the Patrol Division shall consist of forty (40) hours; eight (8) hours per day not including meal periods.

### 5.3 Implementation of 4-10 Work Schedule

5.3.1 The Department shall continue the 4-10 work schedule through the term of this agreement (except as provided for in Sections 5.3.4 and 5.3.7). The work schedule shall apply to individuals assigned to patrol and any other divisions as specified by the Chief of police.

5.3.2 The Department shall have the option of scheduling employee's holidays off in conjunction with the employees' regular days off.

5.3.3 The Department shall assign shifts and days off to employees scheduled on the 4-10 work schedule. Employees may indicate a preference for shifts and or days off prior to Department scheduling. With the approval of the Department, employees may trade work schedules.

5.3.4 If at any time Department staffing drops below a total of thirty four (34) in the classification of Police Officer (including trainees), the Department shall have the option of immediately discontinuing the 4-10 schedule until such time as staffing rises to thirty four (34) police officers or more.

5.3.6 Individuals working the 4-10 schedule shall accrue time off at current (5-8 schedule) rates, converted to hours. Time off shall be charged at actual hours; ie. 10 hours per day. Effective January 1, 2008, the holiday accrual rate shall be consistent with a 10-hour schedule.

### 5.4 Investigations Schedule

All Sergeants assigned to the Investigations Division are scheduled to work an 80 hour work period within a two week pay period. The Investigations unit shall work a 4/10 schedule. Days off will be on Mondays and Fridays with half the staff off on either day. If the Police Chief determines it is operationally necessary to change to a 5/8 schedule, this may be implemented after providing 30 days notice to the employees and Association unless a shorter amount of notice is necessary for Department operations. Like patrol officers, the lunch period will be termed a "working lunch" and such a period shall not significantly detract from the eight-hour work day.

## **6.0 MEDICAL AND LIFE INSURANCE**

The City shall maintain the current health insurance coverage options for all Unit employees.

The City shall contribute the same monthly amount per full time employee towards health insurance coverage as provided to Fire Local 1272 or the City's Management Unit, whatever is greater. The following is the current monthly amount per full time employee.

July 1, 2017                      \$1,134.28

- 6.1 The City agrees to pay a maximum of \$50/month towards any increased medical costs of the employee's share during the fiscal year beginning July 1, 2011. Any additional increases beyond \$50/month shall be shared equally (50/50) by employees and City.
- 6.3 The Unit agrees to participate jointly with the City and other employee groups in review of insurance coverage's during the term of this agreement. Upon health insurance committee recommendations to change or modify insurance coverage's; the parties agree to reopen negotiations on this issue only. Should changes occur due to insurance changes result in City cost below those set forth above, the intent of the parties is that the savings shall accrue to the employees.
- 6.4 The City shall maintain in effect life insurance coverage of Fifty Thousand Dollars (\$50,000). Dependent life insurance shall be Two Thousand Dollars (\$2,000.00).
- 6.5 Unit members may participate in the City's Long Term Disability Insurance, at their own expense (approximately 75%).

## **7.0 OVERTIME**

- 7.1 Sergeants required to work more than the hours in a regularly assigned shift (i.e., more than eight (8) hours in one day if on a 5/8 schedule or more than ten (10) hours in one day if on a 4/10 work schedule) or more than forty (40) hours in one assigned work week shall be compensated at one and one-half (1-1/2) times their regular rate for time worked in excess of the limited noted above.
- 7.2 For purposes of calculating overtime compensation, approved leave (except leave without pay) shall be considered as time worked.

- 7.3 Sergeants who are recalled to duty shall be entitled to a minimum of four (4) hours overtime compensation. Employees called in or held over from a duty shift shall not be entitled to the four hour recall minimum, but shall be entitled to regular overtime compensation.
- 7.4 There shall be no pyramiding of overtime.
- 7.5 All overtime, including court time, shall be paid from the time an employee leaves the Police Department building until they return to it.
- 7.6 All required off-duty training and mandatory meetings shall be paid at overtime.
- 7.7 In the event it is mandatory to fill an overtime position, patrol or special event, the following shall be applied:
1. Except in cases of emergency, notice of mandatory overtime shall be issued at least ten (10) calendar days in advance for pre-planned events, and three (3) calendar days for all other situations.
  2. Mandatory overtime shall be assigned at the bottom of the seniority list except for the following exceptions:
    - a. Employee is working
    - b. Employee has not had a separation of work assignments of eight (8) or more hours
    - c. There must be a separation of 29 days or more from mandatory overtime assignments unless the pool of eligible officers has been exhausted. In the event this happens a 29 day separation will not be required.
    - d. Light duty employees, employees off of work due to injury or administrative leave
    - e. Employee is unavailable due to the mandatory overtime day overlapping with a pre-approved vacation on his/her days of work
    - f. Declaration in the form of a memorandum, to the preparer of the overtime, that the employee is unavailable due to a pre-planned event. The Division Captain or his/her designee will render the final decision.
  3. The Department shall maintain an updated list identifying the employees who are subject to the mandatory overtime assignment each day.

## **8.0 COURT TIME**

Sergeants who must return from off-duty status to make court appearances on behalf of the City shall receive overtime in accordance with Section 7 of this MOU. A minimum of four (4) hours over-time shall be paid each court appearance involving a separate return from off duty status. This four (4) hour minimum compensation shall not apply for appearances occurring during an extension of the regular work day either before or after the assigned shift. The Sergeant shall not receive more than one (1) four (4) hour minimum compensation on a single court day, unless there are separate call backs more than four (4) hours apart.

Employees anticipating court appearances are responsible for checking the Santa Cruz County District Attorney's online scheduling system, or the current acceptable practice. Employees shall continue to be responsible for calling appropriate tape recordings and/or phone numbers to receive updated information as to court appearances. The City will institute a centralized system for notifying employees of court appearance changes through the Records Division; and maintain a system of logging all calls handled by the Division. Employees shall still be responsible for responding to calls received directly from the Court or its Sergeants. If Sergeants are contacted a minimum of two hours prior to a Santa Cruz court appearance or a minimum of one hour prior to a Watsonville court appearance, they shall not appear in court and no minimum payment shall be due.

## **9.0 COMPENSATORY TIME OFF**

- 9.1 Sergeants assigned to the 5-8 schedule shall be allowed to accrue a maximum of forty (40) hours of compensatory time off. Compensatory time off shall accrue at the overtime rates as specified in Section 7.0.
- 9.2 Sergeants working a 4-10 work schedule shall not be eligible for compensatory time off.

## **10.0 ADMINISTRATIVE LEAVE**

- 10.1 Due to their shift work responsibilities and other work requirements in excess of the normal work week, Lieutenants shall receive Administrative Leave of eighty (80) hours per year beginning July 1<sup>st</sup>. Unused administrative leave as of June 30 shall be paid off at the regular rate pay for the succeeding month. Lieutenants are not eligible to receive overtime.
- 10.2 The City shall pro-rate Administrative Leave up to a maximum of 6.66 hours per month for new hires in the Lieutenant classification and for every month during the fiscal year for which a Lieutenant was employed before termination of City service.
- 10.2 Notwithstanding that employees are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director



of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Unit employees are eligible for overtime (time and one half) compensation. Such overtime eligibility shall cease when the City Manager determines that the disaster response has ended.

10.3 Upon institution of a Department wide emergency as evidenced by Department wide cancellation of days off and vacations, overtime exempt Lieutenant(s) may be made eligible for additional (straight time) compensation if:

1. The Chief of Police approves request(s) for additional compensation by a Lieutenant(s). The decision by the Chief of Police is final.

10.4 Unit employees exempt from overtime shall not be required to utilize paid leave time nor be subject to paid deduction for authorized absences of less than one day.

## **11.0 HOLIDAYS**

The following holidays will be observed for the term of this agreement:

January 1 (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Third Monday in February (Washington's Birthday)  
Last Monday in May (Memorial Day)  
July 4  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
Friday following Thanksgiving (in lieu of Election Day)  
December 24 (in lieu of Admission Day)  
December 25 (Christmas)  
December 31

In lieu of February 12 (Lincoln's Birthday) employees shall receive one (1) floating holiday which shall be credited during the month of February. Employees shall have the option of receiving pay for a floating holiday by notifying the City in advance of the holiday.

Recognized holidays which fall on Saturday shall be observed on the preceding Friday. Recognized holidays which fall on a Sunday shall be observed on the following Monday.

Employees assigned to a 5/8 work schedule will observe the holidays specified in the MOU. In addition, beginning in 2020, Sergeants assigned to a 5/8 work schedule will observe Cesar Chavez Day and will be provided with 8 hours of CTO on the first full pay period in January which will expire on the the last full pay

period of December of that same year if not used. This equates to a total of 120 hours to equal those on a 4/10 schedule.

Employees assigned to the detective bureau working a 4/10 schedule will observe the City recognized holidays, as specified in the MOU, with the exception of Lincoln's Birthday. Employees assigned to the detective bureau will therefore receive a total of 12 holidays.

Employees assigned to a 4/10 work schedule (or any other alternative work schedule) will receive 10 hours of holiday pay per month, for a total of 120 hours of holiday pay. Holiday time-off will generally be as follows: Blue team holidays will be taken the first Wednesday of every month and Gold team holidays will be taken every third Wednesday. The Department has the discretion to change these days with proper advanced notice.

## **12.0 UNIFORM AND SAFETY EQUIPMENT**

### **12.1 Safety Equipment**

The City shall provide all safety equipment which is mandated by State law or required by the Chief of Police. The Chief shall determine the suitability of all safety equipment. In the event a Police Officer desires to replace any issued item for a different type, such replacement shall require the approval of the Chief and shall occur at the expense of the Officer.

### **12.2 Uniform Allowance**

Uniform allowance shall be One Thousand One Hundred (\$1,100.00) Dollars per year per officer for the purchase and maintenance of required uniform items and footwear.

Newly-hired officers shall be advanced the first two (2) quarters of uniform allowance payment for the initial purchase of uniform items. Each officer shall be required to maintain proper dress as required by the Chief of Police.

### **12.3 Optional Equipment**

With the approval of the Chief, Police Officers may carry additional items for their use while on duty at their own expense.

### **12.4 Required Equipment and Uniform Standards**

The Chief of Police shall issue a list of all required safety equipment, uniform items, approved optional equipment, and standards for the wearing of uniforms.

12.5 Replacement of Safety Equipment

All uniform and/or safety equipment items issued to the employee by the City shall remain the property of the City whether new issue or replacement. All replacement of worn, damaged, or faulty equipment will require that the item to be replaced be surrendered to the Chief of Police or his authorized representative.

12.6 Personal Property

For purposes of replacement or repair of personal property destroyed in the line of duty, the City will pay up to \$200 for replacement, repair, or insurance deductible (whichever is less) for the following:

- 1) Watch
- 2) Prescription eyeglasses
- 3) Prescription or non-prescription sunglasses or reading glasses
- 4) Personal cell phone
- 5) Earpieces

Proof of damage occurring while acting in the course and scope of employment including a police report shall be submitted along with proof of replacement cost and submitted through the reimbursement process as established by the Department. In the event the cost of repair or replacement exceeds \$200, the employee may be reimbursed for any additional sums that are found to be reasonable. The reasonableness of any such additional sums shall be determined by the Chief of Police whose decision is final. The above replacement payments will not be paid more than one time for any of the above items within a contract year.

12.7 Clothing Replacement

Uniform and clothing items damaged in the line of duty will be replaced or repaired at City expense. Replacement or repair will take place only when the damage was not due to the negligence of the employee. Personal clothing items damaged in the line of duty would be repaired or the City would pay the reasonable value of the irreparable item\ not to exceed \$150 per year.

**13.0 VACATION**

13.1 Each employee shall accrue vacation as specified below:

|                               |                              |
|-------------------------------|------------------------------|
| 0 through 5 years of service  | 12 days per year (96 hours)  |
| 6 through 12 years of service | 16 days per year (128 hours) |
| 13 or more years of service   | 20 days per year (160 hours) |

## **14.0 SICK LEAVE**

- 14.1 Each employee shall accrue sick leave in the amount of one and one-quarter (1-1/4) days per month of service (10 hours). Sick leave is payable only in the cases of bona fide illness or injury.
- 14.2 Sick leave accumulated by Lieutenants and Sergeants in any calendar year in excess of 125 days (1000 hours) shall be paid at the rate of Fifty (50%) percent on the first payroll of December. The balance of such unused sick leave shall be added to the employee's accumulation and be eligible for PERS credit upon retirement. Unused sick leave may not be used to delay the date of an employee's disability retirement.
- 14.3 In accordance with California "Kin Care" law, in the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one-half of the annual sick leave allowance (7.5 days) by the department head. For the purposes of this section, immediate family shall include parents, spouses, domestic partners, and children. For purposes of this section, "parent" and "child" include biological, foster, adopted, step, or legal guardian relationships and a "child" also includes the child of a domestic partner. Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

## **15.0 PAID LEAVE**

Paid leave may be taken in increments of less than one (1) day subject to normal leave procedures. Seventy-two (72) hours advance notice of absence except in case of emergency or sickness will be given to the department by all officers.

## **16.0 EDUCATION INCENTIVE PLAN**

- 16.1 Sergeants who have obtained a POST Advanced Certificate will receive a differential of two and one half percent (2.5%) of their base wage rate, and Sergeants who have obtained a POST Supervisory Certificate or a BA or BS will receive a differential of five percent (5%) of their base wage rate. Officers promoting to the rank of Sergeant who were receiving educational incentive pay pursuant to section 20 of the POA MOU shall continue to receive such pay for up to 24 months pending receipt of the POST Supervisory Certificate.
- 16.2 Lieutenants shall receive a five percent (5%) differential for the POST Management Certificate. Sergeants promoting to the rank of Lieutenant who were receiving educational incentive pay pursuant to section 16.1 above, shall continue to receive such pay for up to 24 months pending receipt of the POST Management Certificate.

- 16.3 Employees who thereafter obtain such certificates will be paid in the applicable differential commencing with the first full pay period after submitting documented proof of same to the City.
- 16.4 Employees with a Master's degree from a regionally accredited university shall receive 2.5% on the first full pay period after verification is provided to Human Resources.

## **17.0 PAY DIFFERENTIALS**

### **17.1 Detective Pay**

Sergeants assigned to the Detective Bureau shall receive a differential of 5% for the period of their assignment as a Detective. Assignment to the Detective Bureau shall be at the sole discretion of the Chief of Police. It is understood that transfer from the Detective Bureau is not necessarily a matter of disciplinary action and may or may not require a notice other than that described in Section 5.0 and its sub-sections.

### **17.2 Bilingual Pay**

Unit employees who can demonstrate proficiency in reading and speaking the Spanish language shall receive a bonus pay of 5% of base pay per month. This bonus shall apply to Officers in regular active service to the City. The City shall establish a method of testing for competency in the Spanish language. An Officer must pass the City's competency test on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Police Chief.

### **17.3 Bonus Pay Restrictions**

Detective and Bilingual Bonus pay shall not affect a member's pay rate for purposes of computing overtime or other benefits based on salary.

### **17.4 Longevity Pay**

Effective upon the first full pay period on or after July 1, 2017, any employee with at least 10 years of service as a sworn peace officer with the City of Watsonville shall receive a two percent (2%) Longevity Pay Premium, and any employee with at least 20 years of service as a sworn peace officer with the City of Watsonville shall receive an additional two and one-half percent (2.5%) longevity pay premium (for a total four and one-half percent (4.5%) longevity pay premium).

### 17.5 Shift Differential

Effective upon the first full pay period on or after July 1, 2019 or ratification of the contract, any employee assigned to graveyard shift will be subject to a 2.5% shift differential. This does not apply to shift trades, overtime or other short term assignments requiring occasional graveyard work.

## **18.0 SALARIES**

18.1 Salaries in effect on June 30, 2019 shall be increased by four percent (4.0%) effective the later of the first full pay period on or after July 1, 2019 or ratification of the Memorandum of Understanding by the Unit and approval by City Council.

## **19.0 RETIREMENT**

19.1 TIER 1: The following benefits are included in the City's retirement plan for employees hired on or before July 1, 2011:

- (a) 3% at 50 formula.
- (b) 1959 Survivor Benefits Fourth Level: Employee to pay employee contribution, City to pay employer contribution for Fourth level Benefit.
- (c) Government Code 21222.1 funded to May 31, 1983.
- (d) Government Code 21222.2.
- (e) Military Service Credit
- (f) Single Highest Year
- (g) Credit for unused Sick Leave Section 20862.8

TIER 2: For employees hired between July 1, 2011 and December 31, 2012 and for "Classic" members as commonly understood following the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance (i.e., employees that do not meet the definition of "new members"), hired after July 1, 2011 the retirement formula shall be 3% at 55 with final compensation based on the average of the highest wages earned in any consecutive 3-year period.

TIER 3: Pursuant to California Public Employee's Pension Reform Act of 2013 (PEPRA) the City shall provide the CalPERS 2.7% at 57 retirement plan for Public Safety employees that meet the definition of "new members" hired on or after January 1, 2013. Final compensation shall be

based on the average of the highest wages earned in any consecutive 3 year period.

- 19.2 Tier 1 and Tier 2 employees shall pay the 9% employee contribution towards PERS pursuant to the terms and conditions of IRS Code section 414(h)(2).

Per PEPRRA, Tier 3 employees shall contribute 50% of the normal cost of the CalPERS benefit, or what is determined by CalPERS to be the employee contribution rate.

Effective the first full pay period commencing on or after July 1, 2018 (or as soon thereafter as administratively feasible), all Tier 1, Tier 2 and Tier 3 members will contribute an additional three percent (3%) toward the cost of their respective retirement benefits. The parties mutually recognize and acknowledge that the additional employee contributions provided herein satisfy the cost-sharing terms set forth in Government Code section 20516.5. Further, these additional employee pension contributions for Tier I and Tier II employees will be applied to the employee account with CalPERS pursuant to a contract amendment.

## **20.0 DEFERRED COMPENSATION PLAN**

Employees shall be allowed to participate in a deferred compensation plan which currently exists for management personnel.

## **21.0 TUITION REIMBURSEMENT**

Tuition reimbursement shall be governed by the City Administrative Rule and Regulation 3.1.1. City Administrative Rule and Regulation 3.1.1 Tuition Reimbursement is modified as follows:

Section II. 2. is modified to allow reimbursement of claims not to exceed \$2,000 per year.

It is acknowledged that employees may submit requests for POST training for approval for reimbursement provided, however, that it is acknowledged that training not mandated by the City shall be undertaken on the employee's own time.

## **22.0 RESIDENCY**

As a condition of employment, all Safety employees hired by the City Police Department after July 2, 1983 shall, within six (6) months of date of hire, establish a bona fide residence and reside within a reasonable distance from the Watsonville Police Building. For this purpose "reasonable distance" shall be construed to mean fifty (50) miles.

## **23.0 MANAGEMENT RIGHTS**

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the P.O.A. shall remain vested with the City, unless expressly abridged by this MOU. These rights include but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocation's and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;



- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the recognized grievance procedure.

Section A. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU

Section B. In the exercise of the rights set forth in Section 22.0, the City has the right to make reasonable rules and regulations.

## **24.0 PEACEFUL PERFORMANCE**

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, the Association shall make a good faith effort to stop such violations of this section.

## **25.0 IRS-125 PROGRAM**

**25.1** The City shall maintain in effect the IRS-125 program.

## **26.0 HEPATITIS/TB TESTING**

Upon request, the City will provide employees with Hepatitis and/or TB tests.

## **27.0 SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

## **28.0 ENACTMENT**

It is understood that the foregoing shall be jointly submitted to the City Council for approval and upon approval this Agreement becomes final and binding.

## **29.0 NON-DISCRIMINATION**

The City, the Association and the Union will continue to comply with applicable laws prohibiting discrimination on the basis of age, race, color, creed, religion, gender, gender identity, sexual orientation, national origin, marital status or registered domestic partnership, medical condition including genetic characteristics, or physical or mental disability.

The City shall not discharge or otherwise discriminate against any employee by reason of any Union activity not interfering with the performance of his work; and the Union, the Association and its members shall not in any manner discriminate against any employee by reason of his refusal to engage in Union activity. The City recognizes and agrees to abide by the Police Officers' Bill of Rights.

## **30.0 VEHICLES**

The City shall provide a take-home vehicle for the Sergeant serving as the Investigations Supervisor.

## **31.0 FAMILY CARE AND MEDICAL LEAVE POLICY**

31.1 In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), the City of Watsonville (City) will provide unpaid family and medical care leave for eligible employees for up to 12 weeks per 12-month period for the following reasons only:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying Exigency Leave").

An eligible employee is entitled to up to twenty-six (26) workweeks of military caregiver leave during a single twelve (12) month period. The twelve (12) month period begins on the first day the employee takes leave and ends twelve (12) months after that date. Unlike other types of family medical leave, military caregiver leave is a one-time entitlement only; it does not renew annually. This leave entitlement does not increase the amount of leave an employee may take for other FMLA/CFRA qualifying reason during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks during the single 12-month period. For example, an employee may combine military caregiver leave with other types of family medical leave during a single 12-month period. However, the employee is limited to taking a maximum of twenty-six (26) weeks of leave in such circumstances.

Military caregiver leave is to care for a military service member who is undergoing treatment for a serious injury or illness incurred in the line of active duty, or a veteran who is being treated for a serious injury or illness that occurred in the line of active duty during the five years preceding the date of treatment, if the employee is the spouse, domestic partner, child, parent or next of kin of the service member ("Military Caregiver Leave").

When applicable, an eligible family member may take the qualifying exigency leave up to a maximum of fifteen (15) days to match a military member's Rest and Recuperation leave orders.

- 31.2 An employee is eligible for leave if the employee:
  - 1. Has been employed for at least 12 months; and
  - 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave,
- 31.3 If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave. Workers compensation disability leave and 4850 leave will run concurrently with family leave.

31.4 This section provides a benefit summary only. For further information, refer to the City's Administrative Rule on this subject.

32.0 ELIGIBILITY LIST

1) Effective September 6, 2018 the Eligibility List for Sergeant shall be two years and may not be extended. The eligibility list may be abolished by the Human Resources Director at any time subject to the request of the Police Chief.

**PUBLIC SAFETY MID-MANAGEMENT UNIT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Radovan Radich, Unit Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Henry Robles, Unit Representative

**CITY OF WATSONVILLE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Matt D. Huffaker, City Manager  
City Manager