

**Police Managers Group**  
July 1, 2007 through June 30, 2011  
Council Approved January 22, 2008

**SALARY**

Salary schedule is recorded in Appendix A. Beginning July, 2002 and each July thereafter, the City will adjust for salary compaction, if necessary. Percentage of compaction between classifications to remain at the same level effective on February 1, 2001 (25.1% between top step Police Officer and Police Sergeant).

**RETIREMENT**

City participates in the Public Employees Retirement System (PERS). Benefits include 3%@ 50 safety formula with the following contracted PERS provisions:

- Section 20042 – One Year Final Compensation
- Section 20903 – Two Years Additional Service Credit
- Section 21574 – Fourth Level of 1959 Survivor Benefits
- Section 20965 – Credit for Unused Sick Leave
- Section 21024 – Military Service Credit as Public Service
- Effective August 1, 2008:**
- Section 21548 – Pre-Retirement Option 2W Death Benefit
- Effective July 1, 2010:**
- Sections 21624, 21626 and 21628 – Post-Retirement Survivor Allowance

Minimum requirements for PERS retirement – Age 50 with 5 years of PERS service credit. Employee pays PERS 9% contribution on a pretax basis pursuant to IRC Section 414(h)2.

If the Police Officers Association receives the PERS Survivor Continuance benefit during the term of this agreement, the City and the Police Mangers Group (PMG) agree to meet and confer to discuss the costs associated with implementation of this benefit for PMG.

Regular employees are not covered by Social Security; however, employees hired after March 31, 1986 are required to pay one point four five percent (1.45%) of salary to Medicare which is equally matched by the City.

**HEALTH & WELFARE**

City contributes the following amounts for employee plus family towards health, dental, vision, and life insurances. Employees are responsible for amounts that exceed the maximum amount paid by City.

Health Insurance - Through the duration of this agreement, the City will contribute an amount sufficient to keep health benefits at a total that will cover the cost of the employee only, employee plus one dependent or the employee plus two or more dependents for the Kaiser plan based on the CalPERS Bay Area/Sacramento Regional rates [but not less than \$470.67 for employee only, \$941.34 for employee plus one dependent or \$1,223.74 for employee plus two or more dependents per month (these numbers are based on the 2008 rates)].

Dental Insurance - The City will contribute an amount sufficient to cover the premium for employee or employee plus family through the duration of this agreement.

Vision Insurance - The City will contribute an amount sufficient to cover the premium for employee or employee plus family through the duration of this agreement.

Life Insurance – The City will contribute an amount sufficient to cover the \$51,233 basic life which is mandatory, and the \$20,000 additional optional life.

The City and Police Managers Group agree to reopen this agreement with respect to Health and Welfare during Fiscal Year 07/08 provided that all employee organizations agree to such a reopening.

In 1992, the City eliminated the option to cash out unused health and welfare items for any employee promoted into management after June 1, 1992, or hired into management after June 1, 1992. Eligible employees may cash out up to \$545.00 in lieu of optional health and welfare items. The cash-out amount shall be adjusted each year at the effective date of the health premiums either by the most recent cost-of-living adjustment applied to salary or the actual dollar increase on the health and dental insurance, whichever is less. In the event the cost of living is higher in another management group, the same percentage shall apply to this group.

HOLIDAYS

For the purpose of holidays, a day is defined as eight (8) hours.

Police Lieutenants and Police Sergeants receive 5% pay in lieu of holidays.

Police Lieutenants and Police Sergeants shall receive two (2) floating holidays added to their vacation balance each July 1st. Effective July 1, 2008, the two floating holidays shall be converted to pay @ .7% for a total 5.7% holiday pay.

VACATION

For the purpose of vacation leave accrual, a day is defined as eight (8) hours.

0 up to 5 years of service	21 days (168 hours)
6 to 15 years of service	26 days (208 hours)
15+ years of service	30 days (240 hours)
Maximum accrual	320 hours
Bonus 5 and 15 years	5 days (40 hours) lump sum credit

ADMINISTRATIVE LEAVE

Police Lieutenants will accrue administrative leave on a pay period basis equivalent to 8 days/64 hours/year. In addition, they will be eligible for 2 additional days of administrative leave granted at the discretion of the Department Head. The maximum accrual is 80 hours. Anything above 80 will automatically cash out. In November of each year, an election form will be sent to the Police Lieutenants allowing them to cash out any administrative leave they have on the books.

SICK LEAVE

Sick Leave accrues at eight (8) hours per month with unlimited accrual. Twenty-five percent (25%) of their sick leave balance may be cashed out upon a normal service retirement.

SICK LEAVE BUYBACK

Annually in December, employees with 30 days of sick leave balance who use less than 4 of the 12 days earned can elect to receive 50% of the unused portion earned in that year in cash. Paid in a separate check on December 15<sup>th</sup>.

WORKWEEK

Police personnel work a forty (40) hour work week, which consists of one of the following schedules: five eight hour days (5/8 work schedule) or four ten hour days (4/10 work schedule), or as determined by the Chief of Police.

### TUITION REIMBURSEMENT

The City will reimburse Police Management unit employees up to \$1,500.00 per fiscal year for tuition and books, earning a "pass" in a pass/fail or a "B" or better grade. Requires pre-approval.

### LONGEVITY

Longevity pay is based on original hire date and the bargaining unit the employee was originally hired into. Employees hired prior to July 1, 1985 are eligible to receive longevity pay as described below:

Employees shall receive five percent (5%) over base pay after ten (10) years of service, ten percent (10%) after fifteen (15) years, and fifteen percent (15%) after twenty (20) years. Percentage amounts to be compounded.

Employees who voluntarily elect to receive Senior Leadership Pay under the Agreement are ineligible to receive longevity pay under this section.

### BEREAVEMENT LEAVE

Three (3) days within 300 mile radius or five (5) days outside the 300 mile radius due to the death of an employee's spouse, child, parent, brother, sister, grandparent, mother or father-in-law, or household dependent or relative.

### PROBATION

The probationary period shall be 12 months.

### CALLBACK/COURT TIME

Eligible employees will be paid callback pay at a minimum of two (2) hours at time and one-half; court-time paid at a minimum of four (4.0) hours at time and one-half.

### UNIFORM ALLOWANCE

All classifications shall receive \$1,000.00 per year plus \$50.00 per year safety equipment allowance to be paid in a separate check on December 15<sup>th</sup>.

### EDUCATION PAY

Effective July 1, 2001, eligible managers/supervisors shall receive 7.5% for a Bachelor degree or 5.0% for an Associate degree (no compounding).

### CATASTROPHIC LEAVE POLICY

Policy is referenced in Appendix B.

### DEFERRED COMPENSATION

The City contributes one percent (1%) of employee's base salary into a deferred compensation plan, providing the employee contributes a minimum of two percent (2%). The City offers a 457 (k) deferred compensation plan.

### PERFORMANCE AWARD PAY

The City has a performance award program for unrepresented employees. One percent (1%) of base salary is allotted for the program. Payments are based on performance and are paid annually in February. Separate checks shall be issued for Performance Awards. The City agrees to discuss the future of Performance Awards.

### BILINGUAL SKILLS PAY

Effective July 1, 2001, when required and assigned by the Chief to utilize bilingual skills as a condition of his/her employment, employees shall receive an additional 2.5% of base rate, providing he/she has

passed a City approved bilingual exam for the language required. The exam shall evaluate oral and/or basic reading/writing skills. The City will administer the exam two (2) times per year when there are candidates to be tested. The test may be given in conjunction with the certification of applicants for any recruitment requiring or giving preference to persons with bilingual skills. Skills pay for those who pass the exam shall begin the following pay period. An employee who does not pass a bilingual exam may be re-tested within six (6) months at their request and with the approval of the Chief.

LEADERSHIP INCENTIVE PROGRAM

The Leadership Incentive Program is outlined in Appendix C.

DISCIPLINARY PROCEDURES

Policy is referenced in Appendix D

GRIEVANCE PROCEDURES

Policy is referenced in Appendix E

Appendices A, B, C, D and E attached.

Approved Signature on File 4/23/2009  
Bob Denton, for Police Managers Group Date

Approved Signature on File 4/17/2009  
Dawn Villarreal, Director of Human Resources Date

Council Approved January 22, 2008

**APPENDIX A**  
**POLICE MANAGERS GROUP**

**SALARY SCHEDULE**

Effective July 1, 2007

<b>CLASSIFICATION</b>	<b>RANGE</b>	
POLICE LIEUTENANT	\$10,728.11	\$11,266.36
POLICE SERGEANT	\$9,038.14	\$9,489.56

**WAGE ADJUSTMENTS**

July 1, 2008 – 3.5%

July 1, 2009 – 3.5%

July 1, 2010 – 3.5%

**SALARY RANGE ADJUSTMENT  
FOR POLICE LIEUTENANT**

July 1, 2007 – 3.0%

## APPENDIX B

### CATASTROPHIC LEAVE POLICY

#### 17.7 Catastrophic Leave Bank

The City agrees to establish a Catastrophic Leave Bank to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Catastrophic Leave Bank will allow employees to donate time to affected employees within and outside the bargaining unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

#### Eligibility

To be eligible for this benefit, the receiving employee must: 1) Be a regular full time employee who has passed his/her initial City probationary period, 2) Have personally sustained, or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, 3) Have exhausted all accumulated paid leave including - vacation, holiday, sick leave, and/or compensatory time off, 4) Be unable to return to work for at least 30 days, or in the case of the condition affecting the immediate family member, that the member must be in need of prolonged and significant personal care, and 5) conform with the requirements of the Family Medical Leave Act and/or Worker's Compensation.

#### Benefits

Accrued vacation and compensatory time off hours donated by other employees will be converted to sick leave and credited to the receiving employee's sick leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee, For as long as the receiving employee remains in a paid status, seniority, and all other benefits will continue, with the exception of sick leave and vacation accrual. The total leave credits received by an employee will not normally exceed three months. However, if approved by the Department Head and the Human Resources Manager, the total leave credits may be extended on a case by case basis.

#### Guidelines for Donating Leave Credits to the Catastrophic Leave Bank

- a. Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed his/her initial City probationary period.
- b. Time donated will be converted from vacation to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, if approved by the Department Head, the Human Resources Manager may approve an extension to six months total time.
- d. Initial leave time donations must be a minimum of one day (i.e., a full shift) and thereafter, in four hour increments. An employee cannot donate leave hours that would reduce his/her vacation balance to less than one week.
- e. The use of donated leave hours will be in consecutive day increments.

- f. While an employee is on leave using donated leave hours, no vacation or sick leave hours will accrue.
- g. Under all circumstances, time donations received by the employee are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness or injury, any balance will remain with that employee until that employee's separation from City service.
- h. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Section 16.7 Sick Leave at Retirement or Death.
- i. Taxability of leave donated or received under this program will be governed by Internal Revenue Service guidelines.
- j. For the purposes of this Section, "immediate family member" as referenced under Eligibility shall be defined as: mother, father, child, spouse, or sibling of the employee.
- k. Under extenuating and extraordinary circumstances and upon recommendation of the Human Resources Manager, the Director of Human Resources may grant exceptions on a case-by-case basis. Such exceptions shall not establish practice nor precedence.

## APPENDIX C

### LEADERSHIP INCENTIVE PROGRAM

The purpose of the Management Leadership Incentive Program is to provide compensation and recognition for Supervisors and Managers who have acquired special skills and demonstrated their worth to the organization through years of service, academic achievement and by developing a breadth of knowledge through assignment to specialties within the Department. Only supervisors and managers hired after July 1, 1985 will be eligible for participation in this program, with the exception that supervisors and managers hired prior to that date will be eligible to wear rank designation on their uniforms as described herein.

The Department recognizes that managers increase their relative value to the organization through a consistent effort to enhance their formal education and professional training, and by seeking assignment to one or more of the specialty assignments available to supervisors. The Department also recognizes that managers who dedicate a number of years as managers to the service of the City of Vacaville acquire knowledge of the local community, employee and organizational issues, and knowledge as a leader that provides an added value to their work. The Leadership Incentive Program is being implemented to provide a visible means of recognizing such managers, as well as compensating them for their persistent work to professionally develop their expertise.

#### **Requirements for Participation**

The Leadership Incentive Program is composed of two incentive levels for Sergeants, and two incentive levels for Lieutenants. The levels of compensation are independent of one another, and are not cumulative.

#### **SERGEANT**

The requirements of the two levels of the Leadership Incentive Program for Sergeants are:

##### **Leadership Level I**

Minimum service of five (5) years as a Police Sergeant with the City of Vacaville.

Most recent evaluation must have an overall rating of meets standard or higher.

Possession of a POST Supervisor Certificate.

Possession of an AA/AS degree from an accredited college or university with a major in Criminal Justice, Public Administration, Management, the social sciences, or a major related to policing.

Sergeants who possess a BA/BS degree from a college or university as described in the preceding paragraph will be eligible for participation at Level I at the completion of four years as a Sergeant as long as all other requirements have been met.

Must have been selected and assigned to a specialty assignment as noted below. The period of assignment shall be for a minimum period of two years (collateral specialties require three year's service). If a Sergeant is transferred temporarily to Patrol due to staffing considerations, it shall not be counted as a break in specialty service. Specialty assignments include:

1. Investigative Services Section Supervisor

2. Narcotics Enforcement Team Supervisor
3. Crime Suppression Team Supervisor
4. Family Investigative Response Services Team Supervisor
5. Youth Services Section Supervisor
6. Traffic Section Supervisor
7. Office of Professional Standards Supervisor

The following collateral specialties require three years of assignment:

1. Field Training Officer Program Supervisor
2. Community Service Officer Program Supervisor
3. Special Weapons and Tactics Team Supervisor
4. Crisis Incident Negotiation Team Supervisor
5. Firearms Instructor Supervisor
6. Defensive Tactics Instructor Supervisor
7. Crime Free Multi-Housing Supervisor

If a Sergeant is moved from a specialty by the Department in the interest of the Department (and not for performance issues), the Sergeant will be credited for the time spent in that specialty (e.g., moving out after 6 months, time will be added to a subsequent specialty).

The Level I Sergeant will wear a single rocker under the three Sergeant chevrons on each sleeve of the police uniform. Sergeants who were hired prior to July 1, 1985 who have fulfilled all other requirements of this program will also wear a single rocker on each sleeve of the uniform in recognition of their service to the department.

### **Leadership Level II**

Minimum service of eight (8) years as a Police Sergeant with the City of Vacaville.

Most recent evaluation must have an overall rating of meets standard or higher.

Possession of a POST Supervisory Certificate.

Must possess a certificate of completion for the POST Management Course.

Possession of a BA/BS degree from an accredited college or university with a major in Criminal Justice, Public Administration, Management, the social sciences, or a major related to policing.

Sergeants who possess a MA/MS degree from a college or university as described in the preceding paragraph will be eligible for participation at Level II at the completion of six years as a Sergeant as long as all other requirements have been met.

Must have been selected and assigned to two different specialty assignments as noted below. The period of assignment for each assignment shall be for a minimum period of two years (collateral specialties require three year's service). If a Sergeant is transferred temporarily to Patrol due to staffing considerations, it shall not be counted as a break in specialty service. Specialty assignments and their requirements shall conform to the same standards as described in Level I of the program. If a Sergeant is moved from a specialty by the Department in the interest of the Department (and not for performance issues), the sergeant will be credited for the time spent in that specialty (e.g., moving out after 6 months, time will be added to a subsequent specialty).

The Level II Sergeant will wear a single rocker under the three Sergeant's chevrons, and will also wear a five-point star in the field between the lowest chevron and the rocker. Sergeants who were hired prior to 7/1/85 who are not eligible for participation, and who otherwise meet all requirements of this program, will wear the described uniform device in recognition of their service to the agency.

## **LIEUTENANT**

The requirements and compensation of the two levels of the Leadership Incentive Program for Lieutenant are:

### **Leadership Level I**

An employee can qualify for Lieutenant Leadership Level I in the following two ways:

1. A newly promoted Lieutenant possesses Sergeant Leadership Pay Level II at the time of the promotion;

**-OR-**

- 2) The employee must have a minimum three (3) years experience as a Lieutenant with the City of Vacaville;

**-AND-**

the employee meets the following criteria:

- Possession of a MA/MS degree from an accredited college or university with a major in Criminal Justice, Public Administration, Management, the social sciences, or a major related to policing.
- Most recent evaluation must have an overall rating of meets standards or higher.

There will be no change in the uniform device for participants in this program.

### **Leadership Level II**

An employee can qualify for Lieutenant Leadership Level II in the following two ways:

1. If an employee promoted to Lieutenant as described above and he/she already held the Sergeant Leadership Pay at Level II, he/she must serve as a Lieutenant with the City of Vacaville for a minimum of three (3) years before he/she can qualify for the Lieutenant Level II Pay;

**-OR-**

2. If an employee had to serve three (3) years as a Lieutenant before the employee were eligible for Level I Pay, he/she must serve as a Lieutenant with the City of Vacaville for a minimum of five (5) years before he/she can qualify for the Lieutenant Level II Pay;

**-AND-**

the employee meets the following criteria:

- Possession of a MA/MS degree from an accredited college or university with a major in Criminal Justice, Public Administration, Management, the social sciences, or a major related to policing.
- Graduation from the POST Command College, FBI National Academy, LAPD Leadership Program, or others as approved by the Chief of Police.
- Most recent evaluation must have an overall rating of meets standard or higher.

There will be no change in the uniform device for participants in this program.

### **Compensation**

The Sergeant at Level I will receive 5 percent (5%) above base pay starting with the pay period immediately after the Sergeant provides the appropriate supporting documentation in application for the position (the individual Sergeant is responsible for providing the application and all documentation to the Office of the Chief at the time of eligibility).

The Sergeant at Level II will receive 10 percent (10%) above base pay starting with the pay period immediately after the Sergeant provides the appropriate supporting documentation in application for the position (the individual Sergeant is responsible for providing the application and all documentation to the Office of the Chief at the time of eligibility). There will be no compounding between Level I/II.

The Lieutenant at Level I will receive 5 percent (5%) above base pay starting with the pay period immediately after the Lieutenant provides the appropriate supporting documentation in application for the position (the individual manager is responsible for providing the application and all documentation to the Office of the Chief at the time of eligibility).

The Lieutenant-at Level II will receive 10 percent (10%) above base pay starting with the pay period immediately after the Lieutenant provides the appropriate supporting documentation in application for the position (the individual manager is responsible for providing the application and all documentation to the Office of the Chief at the time of eligibility). There will be no compounding between Level I/II.

## APPENDIX D

### DISCIPLINARY PROCEDURES

#### Appeals of Disciplinary Actions

All disciplinary actions (i.e., dismissal, demotion, in-class reductions in pay step, or suspension without pay) must be in writing and signed by the appointing authority or designee. The employee will receive a written notice of proposed discipline which will include the nature of the discipline, the facts upon which the discipline is based, and the effective date of the proposed disciplinary action. Each employee will, upon request, receive copies of all materials that relate to the proposed discipline.

Appeals of Letters of Reprimand or Punitive Transfers shall be handled in accordance with existing statutory and/or case law, and in conformance with Police Department Policy #201.

The failure of a Department Head to follow this procedure shall not render the action void nor constitute a defense by an employee to a disciplinary action.

#### "Skelly"

In the case of dismissals, demotions, in-class reductions in pay step, or suspensions without pay, as provided for in the law and applicable court decisions, the employee shall be offered a "Skelly" opportunity pursuant to which the employee shall be furnished written notice containing the nature of the proposed action, the reasons therefore, all materials and statements related to the action and the right to address the charges, orally or in writing. This notice shall be furnished at least one calendar week prior to the proposed effective date of the action.

In the event of dismissal, after receiving notice, but prior to the proposed effective date of dismissal, the employee may be retained in duty status, or suspended with pay at the discretion of the Department Head.

If the employee fails to respond to the advance notice of the proposed action, the action of the Department Head shall be effective on the date specified for final action. Should the employee respond orally or in writing, the Department Head shall consider any comments of the employee before making a final decision, and shall transmit to the employee a letter containing the decision within ten (10) calendar days.

The only exception to giving prior notice for dismissal or suspension without pay, as provided for in the law, is in an emergency where it is deemed necessary to remove the employee from his/her employment immediately for the safety of the public, the employee, or other City employees, provided a Skelly opportunity is afforded at the earliest reasonable opportunity available and the disciplinary action is still appealable. An employee removed on an emergency basis will be placed on paid administrative leave pending receiving the notice and an opportunity to respond.

#### Disciplinary Appeals

In the case of suspension without pay, demotion, or dismissal, the employee may appeal the decision of the Department Head to the City Manager. An employee shall have ten (10) calendar days from the date of the Department Head's decision to notify the City Manager in writing of the appeal. If the employee fails to appeal the Department Head's decision, the intended discipline shall be imposed on the day specified therein. If the employee appeals within the specified time, the Department Head will determine if the employee can remain on his/her normal work schedule or be placed on leave with pay until the appeal to the City Manager has been completed.

Appeal of suspension without pay up to a maximum of forty (40) hours, or the monetary equivalent in-class reduction in pay step - In the case of suspension without pay up to a maximum of forty (40) hours, or the monetary equivalent resulting from an in-class reduction in pay step, the decision of the City Manager shall be final.

Appeal of suspension without pay exceeding forty (40) hours, or the monetary equivalent in-class reduction in pay step , demotion, or dismissal - In the case of suspension without pay exceeding forty (40) hours, or the monetary equivalent resulting from an in-class reduction in pay step, demotion, or dismissal, the employee may appeal the decision of the City Manager to an arbitrator. A written notice of appeal must be received by the City Manager no later than five (5) calendar days following the date of the City Manager’s decision.

Upon receipt of the appeal, the City Manager shall contact the State Mediation and Conciliation Service (SMCS) to provide, in accordance with its normal customary procedures, a list of names of neutral parties who may serve as an arbitrator. Upon receipt of the list from SMCS, the City and the Organization shall meet and alternately strike names from the list until the name of one individual remains, who shall serve as the arbitrator.

The employee and the City shall share the fees and expenses of the arbitrator equally. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be shared equally between the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the cost or expenses of witnesses called by the other party. A party requesting a transcript of the arbitration shall bear the cost thereof.

The decision rendered by the arbitrator shall be final and binding and not appealable to the City Council or a court of law.

## APPENDIX E

### GRIEVANCE PROCEDURE

#### Grievance Procedure

The purpose of this grievance procedure is to provide all employees covered by the Group Policy the opportunity to settle problems in the course of their employment in a fair and orderly fashion if such problems cannot be settled informally.

Application. This procedure shall apply to employees of the City covered by the Memorandum of Understanding. A grievance may be on behalf of an individual employee or all employees affected.

All time periods specified herein may be extended by written agreement of the grievant and the City Manager or designated representative.

Scope. This procedure may be used whenever an employee believes he/she has been personally adversely affected by any action taken by his/her supervisor in the following matters:

- a. Violation of City policies/employee group policy governing working conditions
- b. Promotion
- c. Layoff
- d. Discrimination prohibited by law

Informal Resolution of Complaints. Before filing a grievance, an employee who has a complaint should attempt to resolve the matter through informal discussion with the appropriate supervisor without undue delay. It is the policy of the City to settle complaints at the first stage of complaint. Informal resolution shall not constitute the establishment of a "practice", "past practice" or a modification or interpretation of this Group Policy unless it is in writing approved by the Human Resources Director and the City Attorney.

Grievance Review Process. A grievance does not exist until reduced to writing, on a grievance form provided by the City, and filed at both the first level of review and with the Human Resources Director. If at any time in the proceedings it is determined that (a) grievant is not entitled to use the procedures or (b) the matter grieved is outside the scope of this procedure, the grievance shall be returned to the grievant with a written explanation and the proceedings shall be terminated.

Departmental Level of Review. Within seven (7) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the Department Head.

This statement shall be a clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Department Head shall communicate his/her decision within seven (7) calendar days after receiving the appeal. If the Department Head does not respond within the time limits, the grievant may appeal to the next level. The Third Level of Review shall include the following Department Head step for investigating grievances.

#### Department Head Investigatory Step

- A. Convene a meeting with the employee and the grievant and the affected supervisor(s) at a mutually agreed upon time and place. Minutes shall be taken (unless any portion is agreed to be confidential) and shared with all participants.
- B. The grievant will present the issue, uninterrupted, to the Department Head along with any documentation.
- C. The Department Head will take notes, summarize the grievant's main points and obtain any necessary clarification.
- D. The Supervisor will present the issue, uninterrupted, to the Department Head along with any documentation.
- E. The Department Head prepares a list of the items that are in dispute.
- F. The Department Head will facilitate a discussion between the parties in an attempt to resolve the grievance. If a solution is arrived at that is acceptable to the parties, it will be recorded in writing and signed by the parties.
- G. In the absence of a resolution at the meeting, the Department Head will render a decision after taking the following steps;
  - 1. Conduct an independent investigation to confirm the facts that were presented at the meeting.
  - 2. Meet with the Human Resources Director to share the facts of the dispute and to review possible solutions.
  - 3. Consult with the grievant to explore the possibility of a mutually acceptable solution prior to issuing a final decision.
  - 4. In the absence of an agreed upon resolution, prepare a report summarizing the meetings that have been held, any subsequent investigation and or meetings by the Department Head and set forth the decision along with supporting justification.
- H. In the event the Department Head's decision is appealed to the City Manager, a complete record of the above will be provided before the hearing to the City Manager.

City Manager Level of Review. If the grievant is not satisfied with the decision at the Departmental level he/she may within seven (7) calendar days appeal the decision in written form to the City Manager or his/her designee. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear concise statement of the reasons for the appeal.

The City Manager or his designee shall communicate his/her decision to the grievant within seven (7) calendar days. The City Manager will make final determination of all grievances.

Representation. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

Access to Information. At each level of review the grievant shall have access to the materials comprising the record of the grievance.

City Time for Preparation and Meetings. The grievant and any representative (if employed by the City) are entitled to use a reasonable amount of work time in preparing and presenting the grievance.

No Reprisals. No employee will be discriminated against in his/her employment because of the employee's utilization of this procedure. Complaints regarding allegations of reprisals should be submitted to the City Manager.

Reconsideration of a Grievance. Once a grievance has been reviewed under this procedure, it shall not be reopened or reconsidered except by mutual consent of the grievant and the City Manager.