

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL CAJON
AND
EL CAJON POLICE OFFICERS' ASSOCIATION
2019 – 2024



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CITY OF EL CAJON
EL CAJON POLICE OFFICERS' ASSOCIATION

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
INTENT	
<u>Intent</u>	1
ARTICLE 2	
RECOGNITION	
<u>Recognition</u>	1
ARTICLE 3	
COMPENSATION	
<u>Section A</u> Salary	1
<u>Section B</u> Non-PERSable Stipends	2
<u>Section C</u> Normal Advancements Represented Classifications	3
<u>Section D</u> Application of the Compensation Schedule.....	3
<u>Section E</u> Promotion to Another Class.....	4
<u>Section F</u> Pay Increases Other Than Advancement and Promotion	4
<u>Section G</u> Transfer to Assignment Within the Classification.....	4
<u>Section H</u> Inequitable Compensation	4
<u>Section I</u> Paydays/Early Paychecks.....	5
<u>Section J</u> Workday/Workweek	5
<u>Section K</u> Alternative Work Schedules	6
ARTICLE 4	
PREMIUM PAY	
<u>Section A</u> Overtime	6
<u>Section B</u> Off-duty Medical Appointments for Work-related Injuries.....	7
<u>Section C</u> Compensatory Time.....	7
<u>Section D</u> Court Time.....	8
<u>Section E</u> Call-out	8
<u>Section F</u> Temporary Upgrade	9
<u>Section G</u> Bi-lingual Pay	9

ARTICLE 5
PERQUISITES

Section A	Uniform and Equipment Allowance	10
Section B	Educational Incentive Program.....	10
Section C	Travel Reimbursement.....	13
Section D	Tuition and Book Reimbursement	14
Section E	Deferred Compensation	15
Section F	Field Training Officer Incentive Pay	15
Section G	Canine Officer Pay.....	16

ARTICLE 6
HEALTH AND WELFARE

Section A	Medical Insurance	16
Section B	Dental Insurance	16
Section C	Life Insurance	17
Section D	Cafeteria Benefit Plan.....	17
Section E	Retirement System (PERS).....	18

ARTICLE 7
LEAVES/TIME OFF

Section A	Vacation	20
Section B	Holidays	22
Section C	Sick Leave	22
	Bereavement Leave.....	25
	Compulsory Sick Leave	25
	Family Care and/or Medical Leave.....	26
Section D	Military Leave.....	26
Section E	Jury and Witness Leave	26
Section F	Leave of Absence Without Pay.....	27
Section G	Workers' Compensation Leave	27
Section H	Exchange of Shifts	27
Section I	Catastrophic Leave.....	28

ARTICLE 8
LAYOFF

Section A	Purpose.....	29
Section B	Determination	29
Section C	Reduction in Force - Demotion.....	29
Section D	Order of Reduction in Force	29
Section E	Order of Layoff/Demotion - Identical Seniority.....	30
Section F	Order/Method of Demotion/Reduction in Force – Bumping.....	30

Section G	Reinstatement of Demoted Employees	30
Section H	Reemployment of Laid Off Employees	31
Section I	Duration of Reinstatement/Reemployment List	31
Section J	Restoration of Benefits Upon Reemployment	31
Section K	Quarterly Performance Reports	32
Section L	Payoff of Accruals Upon Layoff.....	32
Section M	Retirement Contribution	32
Section N	Non-Discrimination in Reduction in Force.....	32

ARTICLE 9
INDIVIDUAL PERSONNEL FILES

Section A	General Statement - Traffic Accidents	32
Section B	General Statement - Disciplinary Actions	32

ARTICLE 10
GRIEVANCE PROCEDURE

Section A	Purpose.....	33
Section B	Reviewable Grievances.....	33
Section C	Non-Reviewable Grievances	34
Section D	Informal Grievance Procedure.....	34
Section E	Special Provisions of the Formal Grievance Procedure	34
Section F	Formal Grievance Procedure Steps.....	36

ARTICLE 11
OUTSIDE EMPLOYMENT

Section A	General Statement.....	37
Section B	Applications for Outside Employment	37
Section C	Guidelines for Approving Outside Employment	38
Section D	Revocation	39
Section E	Workers' Compensation.....	39
Section F	Unauthorized Outside Employment.....	39

ARTICLE 12
EMPLOYEE RIGHTS

Section A	No Discrimination.....	39
Section B	Public Safety Officers Procedural Bill of Rights	39
Section C	Discipline	40

ARTICLE 13
CITY RIGHTS

City Rights	40
-----------------------------------	----

ARTICLE 14
FEDERAL - STATE LAWS

[Federal - State Laws](#).....40

ARTICLE 15
NON-DISCRIMINATION

[Non-Discrimination](#)41

ARTICLE 16
AGENCY SECURITY

[Agency Security](#).....41

ARTICLE 17
EMPLOYEE ASSISTANCE PROGRAM

[Employee Assistance Program](#)41

ARTICLE 18
ECPOA RIGHTS

Section A	ECPOA Rights	41
Section B	Dues Deduction.....	42
Section C	Bulletin Board.....	42
Section D	Employee Representation	42
Section E	Access to Work Locations	42

ARTICLE 19
MODIFIED DUTY

Modified Duty (Section A)	43
Modified Duty (Sections B - E)	43

ARTICLE 20
CURRENT PRACTICES

[Current Practices](#).....44

ARTICLE 21
MAINTENANCE OF BENEFITS

[Maintenance of Benefits](#).....44

ARTICLE 22
TERMS AND RENEGOTIATION

[Terms and Renegotiation](#)44
[Signature Page](#)45

APPENDIX A

[Salary Table](#)46

ARTICLE 1 - INTENT

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Employer-Employee Relations Procedure of the City of El Cajon, this Memorandum of Understanding, hereinafter referred to as an "MOU", is entered into by the staff of the City of El Cajon, hereinafter referred to as the "CITY", and the El Cajon Police Officers' Association, hereinafter referred to as the "ECPOA", which is to be in effect through June 30, 2024.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the City and the ECPOA, for the establishment of fair and reasonable wages, hours and other conditions of employment for employees in the classifications of Police Officer, Police Agent and Police Sergeant, hereinafter referred to as the "EMPLOYEE(S)", and for the peaceful and equitable resolution of disputes arising thereof. This MOU specifically excludes "Police Recruits", who are non-sworn Police Academy attendees, until such time as they become sworn Police Officers.

This MOU has been reached through the process of "Meet and Confer" with the objectives of fostering effective cooperation between the CITY and its EMPLOYEES.

ARTICLE 2 - RECOGNITION

The ECPOA is recognized as the majority representative for employees in the classifications of Police Officer, Police Agent, and Police Sergeant.

ARTICLE 3 – COMPENSATION

SECTION A. Salary

Police Officer, Police Agent and Police Sergeant

The compensation plan for represented employees in this classification shall be as described in Appendix "A": (Per Personnel Rule 9.2.1, Police Officer Probationary Period, the probationary period for open enrollee and lateral hire Police Officers shall be twelve full calendar months.)

Effective on the first paycheck issued in July 2019:

- Step restructure for all classifications represented by this MOU;
- a 5% salary increase for all represented employees

Effective on the first paycheck issued in January 2020:

- A 4% salary increase for all represented employees

Effective on the first paycheck issued in July 2020:

- A 2% salary increase for all represented employees

Effective on the first paycheck issued in July 2021:

- A 2.5% salary increase for all represented employees

Effective on the first paycheck issued in July 2022:

- A 2.5% salary increase for all represented employees

Effective on the first paycheck issued in July 2023:

- A 3% salary increase for all represented employees
- A 2% salary increases for all represented employees **contingent** on agreed upon growth in sales tax/property tax revenue. Contingent 2.0% increase to salary reflected on the first paycheck issued in July 2023. City shall provide an additional 2 percent Cost of Living Adjustment in the event that the City's actual combined general sales tax and property tax revenues in Fiscal Year 2022/23 is greater than the actual combined general sales tax and property tax in Fiscal Year 2018/19 by an amount equal to or greater than 9.5 percent. Sales tax revenue comparisons will be the four quarters of regular sales tax received by the City for calendar years 2018 and 2022 as indicated in a report published by the California State Board of Equalization. Property tax revenue comparisons will be the regular secured property tax between Fiscal Years 2018/19 and 2022/23. The property tax figure will be defined as 0.11 percent of the estimated City's Net Total Secured Roll as provided by the County of San Diego in May of each year.

SECTION B. Non-PERSable Stipends

- (a) Annual non-PERSable stipend of \$4,000 (Sergeants); \$3,600 (Agents) or \$3,200 (Officers) for all POA members employed in the applicable rank at the time of payment;
- (b) payment to be made as follows: one half issued on the second pay check in July 2019 and one-half issued on the first pay check in December 2019. These payments will continue in the same amount, pay periods and under the same conditions for the remainder of the MOU years.
- (c) it is the intent of the parties that the non-PERSable stipends described in subsection (a)

and (b) will continue on the same pay checks and under the same conditions in years beyond 2023-2024 until and unless the parties agree to alter or eliminate them, or the City imposes a modification or elimination of the stipends after meeting and conferring with the POA over such modifications or termination, and exhausting applicable impasse procedures.

SECTION C. Normal Advancements for All Represented Classifications

Advancement to Step B is an incentive adjustment to encourage EMPLOYEES to improve their work. EMPLOYEES shall be made eligible for this adjustment if they were appointed to Step A and if they have completed six months service in Step A Upon completion of at least one year of service in step B and higher, an EMPLOYEE may be advanced to the next highest step.. Steps C and higher are provided for EMPLOYEES who are fully qualified, experienced and meeting performance standards in their work.

SECTION D. Application of the Compensation Schedule

The salary range as set forth for each classification shall be applied in accordance with the following:

(1) New Appointments

The minimum step for the class shall generally apply to EMPLOYEES upon original appointment. When circumstances warrant it, however, an original appointment or reinstatement may be made at a step other than the minimum. The City Manager shall decide each case based in part on the experience and training of each EMPLOYEE involved and according to the needs of the CITY.

(2) Advancement Provisions

No salary advancement shall be made so as to exceed any maximum step established in the compensation schedule for the class to which the advanced EMPLOYEE'S position is allocated. Advancement shall depend upon increased service value of an EMPLOYEE to the CITY as exemplified by the recommendations of his/her department head, length of service, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the compensation schedule. The advancement of an EMPLOYEE, therefore, is one in which actual merit and not time alone governs.

EMPLOYEES shall be recommended for pay increases then, only when they clearly deserve advancement as indicated by at least a competent rating on their last performance evaluation, and not simply according to the lapse of a time period.

SECTION E. Promotion to Another Class

Upon promotion, EMPLOYEES shall receive a five percent increase in pay, subject to the following conditions: The position held by the EMPLOYEE immediately prior to the promotion must have been held under a regular or probationary appointment. EMPLOYEES shall be paid at a rate which is at least as high as they would receive if they were entering the classified service in the class to which they are promoted.

SECTION F. Pay Increases Other Than Advancement and Promotion

The provision governing the granting of pay increases specified in Section D-2 shall apply to all pay increases as well as advancements.

SECTION G. Transfer to Assignment Within the Classification

- (1) When a transfer of assignment is made within a given classification, there shall be no salary increase or decrease because of such transfer.
- (2) Voluntary Demotion: An EMPLOYEE may request a voluntary demotion for any reason. Such voluntary demotion shall require the recommendation of the EMPLOYEE's Department Head and the approval of the City Manager. Voluntary demotions shall not result in salary increases. Voluntary demotions are permitted between bargaining groups so long as the employee requesting demotion meets the minimum qualifications of the classification to which he/she seeks demotion and a vacancy in the requested classification exists at the time of demotion.

An EMPLOYEE taking such a voluntary demotion shall be placed in the appropriate salary range of the classification to which the EMPLOYEE is taking the voluntary demotion, that would be commensurate with the salary said EMPLOYEE would have been receiving had said EMPLOYEE remained in his/her old job classification.

Voluntary demotion as a result of an impending layoff shall be in accordance with the provisions of the applicable section of Article 8.

SECTION H. Inequitable Compensation

If, in the opinion of the City Manager, provisions of this Article result in compensating EMPLOYEES at an inequitably low step compared to other EMPLOYEES in the same class, the City Manager may raise such salary to the step deemed most equitable. Such action shall not be contrary to the general intent and spirit of this Article. If a disagreement arises between a

petitioning party and the City Manager as to whether an inequity exists or not, the petitioning party may use the normal appeal and/or grievance procedure as set out in this MOU.

SECTION I. Paydays/Early Checks

(1) Payday

The CITY'S regular payday shall be every other Friday. Every effort will be made to distribute paychecks at this time. In the event of unforeseeable delays, delivery of paychecks will be made as expeditiously as possible.

(2) Early Paychecks

The CITY will attempt to deliver the bi-weekly paychecks to EMPLOYEES prior to 11:00 p.m. on the Thursday preceding the normal Friday payday. It would be mutually understood, however, that this normal payday will remain as Friday and the CITY would be under no contractual liability to assure delivery on any day other than a normal payday.

SECTION J. Workday/Workweek

UNIFORMED PERSONNEL The work day normally shall consist of eight (8) consecutive hours except for interruptions for two (2) ten minute rest breaks, one thirty minute lunch break, and a "shift meeting". In the event the EMPLOYEE must respond to a call for service during a rest or lunch break, the EMPLOYEE will be compensated for the time only as part of the normal eight-hour shift, and shall not be entitled to any form of overtime compensation.

UNIFORMED PERSONNEL/PATROL The work day shall consist of twelve and one half (12 ½) consecutive hours except for interruptions for two (2) fifteen (15) minute rest breaks and one forty-five (45) minute lunch break. In the event the Employee must respond to a call for service during a rest or lunch break, the EMPLOYEE will be compensated for the time only as part of the normal twelve-hour shift, and shall not be entitled to any form of overtime compensation.

The normal work week shall consist of three (3) consecutive days of work and four (4) scheduled consecutive days off, with a ten-hour "make-up" day every four weeks, except during regularly scheduled shift changes and/or divisional transfers.

Employees who are assigned to the overlap or evening shift and required to attend court or mandatory training between their work days may use up to eight (8) hours of compensatory time off or vacation leave before starting the next shift.

NON-UNIFORMED PERSONNEL The work day normally shall consist of eight and one-half (8 1/2) consecutive hours except for interruptions for two (2) fifteen-minute rest breaks, one thirty-minute lunch break, and a "shift meeting". In the event the EMPLOYEE must respond to a call for service during a lunch break, the EMPLOYEE will be entitled to overtime compensation.

The normal work week shall consist of five (5) consecutive days of work and two (2) scheduled consecutive days off, except during regularly scheduled shift changes and/or divisional transfers.

Probationary Police Officers will be exempted from the provisions of the normal work week schedule during phase training periods.

SECTION K. Alternative Work Schedules

Alternative work schedules such as the 9/80 plan, 4/10, 3/12 or others may be instituted in accordance with Federal law as the needs of the City permit and may continue indefinitely. However, at any time during the term of this contract, it is agreed that meet and confer shall be reopened on the subject of the patrol 3/12 work schedule upon the request of either the City or the ECPOA. Unless the parties agree otherwise, any changes to the 3/12 patrol work schedule shall require five (5) months advance notice prior to implementation.

Prior to implementation of an alternative work schedule for a work group, the Association shall be notified and the City shall meet and confer, if requested, regarding the work rules under which the alternative work schedule shall operate.

The City has implemented a 4/10 work schedule for non-uniformed assignments. The Chief of Police shall have the discretion to continue or discontinue the program, as any other alternative work schedule.

ARTICLE 4 - PREMIUM PAY

SECTION A. Overtime

The City declares the 7k exemption as permitted under the F.L.S.A.

The work period for sworn employees shall be 160 hours in 28 days. "Hours worked" shall include court time, training, paid vacation and compensatory time off, paid sick leave, weapons qualification and any portion of scheduled shifts. Overtime premium pay of time and one-half shall be paid for hours worked (a) in excess of 160 hours during the 28-day work period, (b) on the employee's scheduled day off, (c) upon being called back or held over after the employee's scheduled shift. Shifts shall not be altered to avoid the payment of overtime. The hours of day of an employee's shift shall not be altered in order to avoid the payment of overtime except when a full shift is changed for training purposes.

The smallest unit of time worked to be credited as overtime shall be set out in the Fair Labor Standards Act as amended (FLSA).

When an employee receives a scheduled duty overtime assignment, the employee shall receive travel time, at the overtime rate, for the ½ hour prior to and the ½ hour after the scheduled duty overtime.

In those instances when the scheduled overtime continues into the regularly scheduled shift, the employee shall only be paid overtime for that period prior to the start of said shift including travel time of ½ hour. When scheduled overtime extends beyond a regularly scheduled shift, the employee shall only be paid overtime for that period after the conclusion of said shift, including travel time of ½ hour.

Other overtime shall be paid pursuant to the provisions contained in this Article.

SECTION B. Call-out

- (1) Employees shall receive a minimum of two (2) hours pay, at the overtime rate, when reporting for unscheduled or unplanned duty outside their regularly scheduled shifts. Employees shall also be compensated for the ½ hour prior and the ½ hour after the call-out, in addition to the total hours worked, at the overtime rate. An unscheduled or unplanned event shall be defined as one in which less than seven calendar days' notice was provided.
- (2) In those instances where the call continues into the regularly scheduled shift, only the ½ hour prior to the call-out will be credited.
- (3) In addition, the ½ hour after the shift will not be credited in those instances where the officer is required to remain on duty after completion of the regularly scheduled shift.

SECTION C. Off-duty Medical Appointments for Work-related Injuries

Any officer with work-related injuries who has returned to work status and is assigned to a shift which commences at 2:30 p.m. or later is entitled to overtime pay for time spent at a medical practitioner appointment or treatment. Any officer who has returned to work status and is assigned to a shift which commences prior to 2:30 p.m. is entitled to overtime pay for time spent at a medical practitioner appointment or treatment only in the case where the officer is utilizing the City of El Cajon's designated clinic or referred specialist from that clinic and, after a good faith effort, is not able to schedule appointments during the assigned working hours of the officer. Officers who have working hours between 8:00 a.m. and 3:00 p.m., who feel that it is impractical or very difficult to schedule medical practitioner appointments or medical treatment appointments during those "normal" working hours, may process a written request substantiating their position, and these will be considered on an ad hoc basis by City Management. Officers who schedule such appointments during vacation leave shall also be eligible to receive their regular rate of pay charged as work time.

SECTION D. Compensatory Time

EMPLOYEES covered by this MOU shall be paid for overtime in either cash or compensatory time off (CTO) at a time and one-half rate at the EMPLOYEE'S option. EMPLOYEES shall not accumulate more than 80 hours of CTO. Once 80 hours have accrued, all additional overtime hours shall be taken in cash. However, 24 hours of CTO can be accrued above the 80 hour cap (104 hours in total), when those hours are the result of mandatory training during off-duty hours.

SECTION E. Court Time

(1) Following is the overtime procedure when an eligible EMPLOYEE is required to appear before a judicial, legislative or administrative entity with the power of subpoena:

a. San Diego Superior Court – El Cajon

In addition to thirty (30) minutes travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the normal overtime rate, when they are responding to subpoenas outside of their normal work day or work week. For EMPLOYEES assigned to midnight shift, will run time concurrent with “Dead Time, not to exceed a combined total of 3 hours (see (2) below)

b. Superior Court or other judicial, legislative or administrative entity with the power of subpoena located in downtown San Diego:

In addition to the one (1) hour of travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas.

In those instances where the court appearance is continued into the regularly scheduled shift, the EMPLOYEE shall only be paid court pay for that period prior to start of said shift including travel time of 1/2 hour. The same applies to the court appearances that extend beyond a regular shift.

c. Department of Motor Vehicles or other judicial, legislative or administrative entity with the power of subpoena and the ability to hold telephonic hearings:

Employees shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas outside of their normal work day or work week. Employees shall not receive an additional thirty (30) minutes travel and preparation time for telephonic hearings due to the fact that they are not required to travel in response to the subpoena.

Employees who are subpoenaed for a telephonic hearing are responsible to be available at the time of the subpoena and for a period up to one (1) hour after the subpoena time, or until released by the subpoenaing authority.

(2) Court "Dead Time" Pay

- a. This procedure shall apply only when an EMPLOYEE assigned to the midnight shift (5:30 p.m. - 6:00 a.m.) is required to appear before an administrative entity with the power of subpoena (including Superior Court), or testify telephonically before an administrative entity with the power of subpoena (including the Department of Motor Vehicles), following the end of shift.
- b. EMPLOYEES who meet the above criteria will be compensated 2 hours pay plus any actual time spent in court or testifying, both at the overtime rate. "Dead Time" will be combined with the court minimum, not to exceed a combined total of 3 hours (see (1) a. above.)
- c. This shall supersede the overtime and travel provisions for these EMPLOYEES as outlined above, and shall apply to any a.m. court time.

(3) Court Time (If applicable, see (1) and (2) above)

- a. Officers required to attend court involving two court cases requiring both morning and afternoon attendance will receive two and one-half hours minimum court pay for each appearance where there is a break between court appearances. A break between court appearances will be recognized for the purpose of this Agreement when an officer finishes a morning court appearance prior to 12:00 p.m., and the officer returns for the second court appearance for the afternoon court session.

SECTION F. Temporary Upgrade

If an EMPLOYEE is temporarily assigned to a higher position by his/her supervisor and said assignment is approved by the City Manager, then the EMPLOYEE shall be granted a temporary advancement of not more than four standard salary ranges for the period of time in excess of eighty (80) cumulative hours per calendar year the EMPLOYEE is required to perform such duties. At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal step prescribed for their classification, had they remained in that classification.

SECTION G. Bilingual Pay

The City agrees to designate up to twelve (12) sworn positions as bilingual. Such designated positions shall be reviewed annually to determine the Department's needs with respect to shifts, employees' days of availability and division assignments.

Those who apply shall have at least a satisfactory rating on their most recent performance report and be certified as proficient by a language professional designated by the City. They will receive \$120/month compensation and may resign or be relieved of this duty if the employee's or Department's needs require.

ARTICLE 5 - PERQUISITES

SECTION A. Uniform and Equipment Allowance

1. a. The annual uniform and equipment allowance shall be \$775 per year. Employees assigned to the Special Weapons and Tactics Team (SWAT) shall receive an additional \$75 per year. The uniform allowance policy for newly-hired sworn EMPLOYEES shall be prorated over the twelve month period, from the actual hire date to the following July 1st. Yearly distribution will be made during the month of July.

b. Supervisors shall ensure professional appearance of police personnel.

2. Vests

The CITY agrees to supply protective vests in accordance with Police Department Policies.

SECTION B. Educational Incentive Program

The Educational Incentive Program is adopted for the benefit of the EMPLOYEES in recognition of certain specified educational and/or professional achievements. The EMPLOYEES represented may receive the specified additional compensation only under one of the formulas listed below.

In addition to the requirements below, to be eligible for the additional compensation, each EMPLOYEE must be a regular EMPLOYEE of the City with at least twenty-four (24) months of sworn law enforcement experience with the CITY to receive the benefit. For Lateral Officers, must be a regular EMPLOYEE of the City with at least one full year of fulltime experience as a lateral police officer.

It is the personal responsibility of each EMPLOYEE to forward proper documentation to the Director of Human Resources - documents which certify their eligibility. Additional compensation will not commence until these documents have been received. For purposes of this section, reference to Associate of Arts, Associate of Science or Baccalaureate degrees, in order to receive additional compensation, the degree must be from an accredited educational institution approved

by the Council on Post Secondary Education. For purposes of this section, POST incentives will be awarded effective the date the certificate is issued by POST.

Effective on the first paycheck issued in July 2019

- (1) A 2 1/2% salary increase for EMPLOYEES who possess an Associate of Arts or Associate of Science Degree in Criminology or Police Science. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (2) A 3% salary increase for EMPLOYEES who possess an Intermediate P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (3) A 5% salary increase for Police Officers, Police Agents and Police Sergeants who possess a Baccalaureate Degree in any academic field. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (4) A 6% salary increase for EMPLOYEES who possess an Advanced P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

AND

- (5) A 3% salary increase for EMPLOYEES who possess a Supervisor P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

Effective on the first paycheck issued in January 2020

- (1) A 2 1/2% salary increase for EMPLOYEES who possess an Associate of Arts or Associate of Science Degree in Criminology or Police Science. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (2) A 3% salary increase for EMPLOYEES who possess an Intermediate P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (3) A 5% salary increase for Police Officers, Police Agents and Police Sergeants who possess a Baccalaureate Degree in any academic field. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (4) A 8% salary increase for EMPLOYEES who possess an Advanced P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

AND

- (5) A 3% salary increase for EMPLOYEES who possess a Supervisor P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

Effective on the first paycheck issued in July 2021

- (1) A 2 1/2% salary increase for EMPLOYEES who possess an Associate of Arts or Associate of Science Degree in Criminology or Police Science. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (2) A 3% salary increase for EMPLOYEES who possess an Intermediate P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (3) A 5% salary increase for Police Officers, Police Agents and Police Sergeants who possess a Baccalaureate Degree in any academic field. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (4) A 9% salary increase for EMPLOYEES who possess an Advanced P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

AND

- (5) A 4% salary increase for EMPLOYEES who possess a Supervisor P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

Effective on the first paycheck issued in July 2022

- (1) A 2 1/2% salary increase for EMPLOYEES who possess an Associate of Arts or Associate of Science Degree in Criminology or Police Science. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (2) A 3% salary increase for EMPLOYEES who possess an Intermediate P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (3) A 5% salary increase for Police Officers, Police Agents and Police Sergeants who possess a Baccalaureate Degree in any academic field. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (4) A 10% salary increase for EMPLOYEES who possess an Advanced P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

AND

- (5) A 5% salary increase for EMPLOYEES who possess a Supervisor P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

SECTION C. Travel Reimbursement

The travel reimbursement allowance will be the rate established by the IRS at the time of reimbursement for those EMPLOYEES required to use their personal vehicles for CITY business. Reimbursement shall be in accordance with current CITY travel allowance policy.

The meal allowance is \$52.00 per day for authorized travel outside the County of San Diego. In instances where the employee will be purchasing less than a full day of meals (i.e., less than three meals per day due to travel or meals provided through conference/training registration), the entitlement, including tip, will be on a per meal basis as follows: breakfast \$10.00, lunch \$15.00, and dinner \$27.00. For travel within San Diego County, actual cost will be paid for approved breakfast, lunch or dinner meetings/events.

No separate meal allowance or reimbursement shall be provided when the event attended provides a meal in the admission price.

The City will not reimburse the cost of alcoholic beverages.

Employees acknowledge changes to the City's Travel Policy, Policy # E-4, as revised in June 2011 and that revised policy is in full effect.

SECTION D. Tuition and Book Reimbursement

(1) Qualifications

Tuition and the cost of books actually paid will be refunded to all regular CITY EMPLOYEES with at least a competent rating on the most recent performance report for professional and technical courses taken in accredited educational institutions provided that:

- a. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE's position with the CITY.
- b. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course work with a grade of "C" or better in undergraduate work, and a grade of "B" or better in graduate work, except where an average grade of "C" is acceptable for graduation by the educational institution.
- c. POST schools or seminars, career development, non-POST schools or conferences are eligible for reimbursement of tuition only if proof of payment and attendance is submitted. These do not require grades and must be taken on the employee's own time. **Reimbursement is subject to prior approval by the Chief of Police and review by the Director of Human Resources.**

(2) Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750.00 per individual per fiscal year, and no reimbursement will be made for any course aggregated in excess of six units in any one semester.

(3) Administration

The responsibility for administering this plan is placed with the Director of Finance.

SECTION E. Deferred Compensation

- (1) The CITY agrees to continue to provide an Internal Revenue Code Section 457 Deferred Compensation Plan.
- (2) The City Manager is designated as the Plan Administrator. He/she may appoint a Deputy Plan Administrator.
- (3) The CITY shall monitor, administer and account for all funds distributed as deferred compensation, and shall charge no fees of any kind to the EMPLOYEES or against funds deposited on behalf of the EMPLOYEES.
- (4) When a participant in the Plan becomes eligible to collect all accumulated funds deferred on his/her behalf, the City shall disburse funds according to the EMPLOYEE's participation agreement.

SECTION F. Field Training Officer (FTO) Incentive Pay

EMPLOYEES in the classifications of Police Officer and Police Agent who are approved Field Training Officers (FTOs), and serve three (3) scheduled work shifts in this capacity, shall be eligible for an incentive pay of \$175.00 per month while serving in this capacity. EMPLOYEES who serve three (3) scheduled shifts that fall in two (2) calendar months will qualify for FTO pay (e.g. June 29, 30, July 1). EMPLOYEE will also be able to receive compensation for the second month if serving as an FTO for an additional three (3) shifts. Criteria for and selection of EMPLOYEES who shall be assigned as FTO is set forth in Department General Orders.

COMPENSATION

The current phase training program is sixteen (16) weeks long. Each phase is divided up into four (4) week blocks with phase II and IV divided between Patrol, Traffic and Communication assignments respectively. Generally, FTO pay will not be granted to those FTOs who "fill in"

(because of special leave, injury, illness, etc.) for the regular FTO for periods of time less than three scheduled shifts.

It is the responsibility of the FTO to complete an FTO Assignment Form when he/she believes they are due compensation. (To insure timely compensation, the form should be completed as soon as the FTO has met the minimum requirement). That form will be approved by the FTO's supervisor and forwarded through the chain of command to the Human Resources Department. A copy of the form will be sent to the scheduling Lieutenant.

Compensation shall be paid no later than the fourth Friday after application has been made by the FTO.

SECTION G. Canine Officer Pay

The City agrees to compensate EMPLOYEES actively participating in the department canine program at the rate of 30 minutes per day (7 days per week while assigned as canine officer), to be paid at 1.5 times the employee's regular rate of pay, for the care, feeding and grooming of the canine, including cleaning of the vehicle used to transport the canine. The City and ECPOA have reviewed this issue and determined that 30 minutes per day accurately reflects the amount of time spent by the canine officer on these activities. The EMPLOYEE may select either cash or compensatory time.

Review shall be made by the Operations Captain's or designee's signature on a regular overtime slip and submitted with the department payroll.

ARTICLE 6 - HEALTH AND WELFARE

SECTION A. Medical Insurance

The CITY agrees to continue the CalPERS Health Benefits Program that was adopted January 1, 1986. From the total allotted under the cafeteria benefit, the CITY agrees to pay to CalPERS the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum, toward the cost of any CalPERS health plan which the EMPLOYEE chooses, if any. This shall be the amount contributed by the City on behalf of retirees as well. The EMPLOYEE agrees to be liable for the difference between the total cost of the health plan chosen and the CITY'S contribution of the PEMHCA statutory minimum. This benefit shall be part of the Section 125 cafeteria plan.

SECTION B. Dental Insurance

The CITY agrees to offer the EMPLOYEES a choice of PPO and DHMO dental insurance options. This benefit shall be an option within part of the Section 125 cafeteria benefit plan.

SECTION C. Life Insurance

The CITY agrees to continue to provide term life insurance in the amount of \$25,000 per EMPLOYEE, for which the CITY agrees to pay the cost.

SECTION D. Cafeteria Benefit Plan

The CITY implemented an Internal Revenue Code Section 125 cafeteria plan ("PLAN") on or about August 1, 1989. The PLAN contains a provision for employer contribution and EMPLOYEE flexible spending accounts. The PLAN, if practical, shall be written to provide for all allowable benefits. This MOU shall control which of those benefits are utilized and the dollar amount of any employer contribution. Whereas the CITY will continue to make available individual term life insurance, such insurance will not be part of the PLAN and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

The monthly cafeteria plan allowances will be as follows:

Effective January 1, 2020: \$1,300/month
Effective January 1, 2021: \$1,300/month
Effective January 1, 2022: \$1,350/month
Effective January 1, 2023: \$1,400/month
Effective January 1, 2024: \$1,400/month

Each EMPLOYEE who elects coverage from a CalPERS' health plan shall have the PEMHCA statutory minimum paid by the City to CalPERS (See Section A of this Article) for that benefit, with the balance of the cafeteria benefit allowance available for other cafeteria selections or taxable cash. An EMPLOYEE who elects not to be covered under a CalPERS health insurance plan may use the total cafeteria benefit allowance for other eligible benefits.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a "salary reduction" item; i.e., paid with before-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE in cash (Cash in lieu). **Effective January 1, 2020, the maximum cash in lieu amount an employee is eligible to receive is \$287.50/month.**

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu, as specified above, for opting out of the City's health program if he/she:

(1) provides proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not

obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); *and*

(2) signs an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

SECTION E. Retirement Systems (PERS)

The CITY entered into a contract with the Public Employees' Retirement System, hereinafter referred to as PERS, effective January 1, 1959.

(1) The following benefits were put into effect for ECPOA members:

- a) One year Highest Compensation (Government Code Section 20042) [unless subject to section (7) below] and
- b) Post Retirement Survivor Allowance (Government Code Sections 21624, 21626 and 21628).

(2) Retirement - Formula 1959 Survivor Benefit

- a) **Employees Hired Before March 11, 2011:**
The City agrees to contract with PERS to provide the 3% @ 50 enhanced retirement benefit pursuant to Section 21362.2 of the Government Code. Said benefit shall be effective June 30, 2002 unless Sections (E)(2)(d) or (E)(3) of this Article apply.
- b) **Employees Hired On or After March 11, 2011:**
The parties acknowledge that the City has amended its contract with PERS to provide for a 3% at 55 retirement formula with “Final Compensation” – Three Years – State or Local member” (Section 20037) for unit members, who are not subject to Section (E)(3) of this Article.

(3) New Members

Employees who qualify as “New Members” as that term is defined by the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) shall have the benefits that are required by PEPRA, which include, but are not limited to:

- a) 2.7% @ 57 retirement formula;
- b) 3 year final compensation;
- c) Pay employee contribution equal to 50% of normal cost and no Employer Paid Member Contributions; and
- d) Stricter limits on reportable compensation (referred to as “pensionable compensation” under PEPRA).

(4) Military Service Credit

- a. The contract with PERS allows eligible EMPLOYEES to receive military service credit as outlined in Section 21024 of the Government Code.
- b. The contract with PERS states that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

(5) Sick Leave Credit

- a. The contract with PERS allows unused sick leave as retirement credit as outlined in Section 20965 of the Government Code. At retirement, EMPLOYEES will be allowed to elect to participate in the unused sick leave reimbursement program. This will have no effect on the annual unused sick leave conversion program.

(6) No City Paid Employee Contribution

- a. Currently, the EMPLOYEE pays the 9% EMPLOYEE'S share of the retirement cost. Any State mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to future negotiations between the CITY and the ECPOA. Any such cost increases will not automatically be absorbed by the CITY as part of the fully paid plan.
- b. In 1999, the City agreed to adopt CalPERS Section 20636(c) whereby the Employer Paid Member Contributions are reported to CalPERS as compensation. Employer Paid Member Contributions equal 0% during the term of this MOU.

(7) Third Level Survivors' Benefits

The CITY agreed to amend its contract with PERS to provide the third level of 1959 Survivors' Benefits effective August 13, 1995.

ARTICLE 7 - LEAVES - TIME OFF

SECTION A. Vacation

(1) Earned Vacation - Full Time

Each EMPLOYEE shall be credited with annual vacation according to the number of months of continuous, uninterrupted, full-time service as follows:

(2) Vacation Accrual Rate

EMPLOYEEES shall receive vacation and vacation in lieu of the current twelve (12) holidays (New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Admissions Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day) in accordance with the following schedule:

- a. 6.75 working hours of vacation/vacation in lieu accrued and credited bi-weekly from the date of hire until completion of the 60th month;
- b. 8.28 working hours of vacation/ vacation in lieu accrued and credited bi-weekly following completion of the 60th month through the 180th month;
- c. 9.82 working hours of vacation/vacation in lieu accrued and credited bi-weekly following completion of the 180th and succeeding months of service.

(3) Vacation Credit Accumulation

If an EMPLOYEE does not take all of the vacation to which he/she is entitled to in any fiscal year, he/she shall be allowed to accumulate the balance to be taken in a subsequent fiscal year.

a. Maximum Vacation Accumulation

- (i) No employee shall accrue vacation unless his/her balance is below 480 hours.
- (ii) The City will provide a "cashout" option with no cap on cash out. Employees must have taken 80 hours during previous year to qualify for cash out.
- (ii) Employees can only exceed cap if there is a documented industrial or non-

industrial injury/illness leave, or a denial of use within preceding 12 months. The cap will then be extended by the amount of time off, or by the amount denied for one year from date of denial.

b. Unused Vacation at Separation

Regular EMPLOYEES who separate from the CITY, whether voluntarily or involuntarily, shall be paid for all of the unused vacation time.

(4) Vacation Schedules

The EMPLOYEE shall select his/her vacation based on seniority and the Department Head shall approve or deny said request based on the needs of the Department.

(5) Vacation Usage

EMPLOYEES shall normally use a 40-hour block of vacation at least once each year. Requests to take more than two times the annual vacation in any one year will not normally be considered.

If extenuating circumstances exist, such requests must have the approval of the City Manager. The balance may be used in increments of one (1) hour.

All newly hired employees shall be eligible for vacation immediately once they accrue a balance of leave time and otherwise satisfy the requirements to use vacation.

(6) The times during the calendar year at which an EMPLOYEE may take vacation leave either one-day at a time or in weekly increments shall be determined by:

- a. A vacation list posted in the department no later than October of each year for the following year. EMPLOYEES shall have preference to select a block of up to two (2) times their annual allowance on a strictly seniority basis (first by rank, then by time in rank). After all EMPLOYEES have had an opportunity to exercise their rights the first time then the process shall be repeated a second time. After all EMPLOYEES have exercised their right to vacation based on the above, an EMPLOYEE may then request additional time off on said vacation list, on a first come first serve basis, subject to availability of said time slots. Once vacations have been selected on the vacation list, said vacations cannot be changed by either the Department or the EMPLOYEE except in exigent circumstances.

The following are the minimum number of vacation slots that will be available per week:

Patrol 7 (2 Sgts. & 1 Agt. & 4 Officers); Investigations 2 (1 Sgt. & 1 Agt. or 1 Officer); Traffic 1 (1 Sgt. or 1 Agt. or 1 Officer)

- b. By requesting to the Department with at least five (5) days' notice, except in cases of bona fide emergencies, an EMPLOYEE may request additional vacation time off. Requests under this Section shall be subject to staffing requirements, and the Department shall not unreasonably deny said request. The Department shall approve or deny said request within 72 hours after receiving the request.

(7) Vacation Cash Conversion

Any EMPLOYEE who has used a minimum of 80 hours vacation hours during the preceding calendar year (ex. February 1 through January 31) may cash out accrued unused vacation days during the following month, with no cap.

If an eligible EMPLOYEE attaches proof that 80 hours of vacation has been taken within the prescribed period, payment will be made within 10 City Hall working days following receipt by the Human Resources Department. If the form is submitted without proof, the request will be processed as soon as reasonably possible thereafter.

SECTION B. Holidays

In the event that the City Council grants a one-time additional holiday(s) to personnel not covered by this MOU, then the EMPLOYEES covered by this MOU shall be credited immediately with eight (8) hours of vacation for each holiday.

SECTION C. Sick Leave

(1) Sick Leave Application

Sick leave with pay shall be granted to all EMPLOYEES covered by this MOU in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of: (1) necessity and actual personal sickness or disability; or (2) to attend to an illness or injury, including time for scheduled doctor or dentist appointment, of a person who is in the relationships to the employee as described in the California Labor Code §233, which currently includes:

Child	Parent	Spouse
Grand Child	Foster Child	Adopted Child

Step Child	Legal Ward	Child of Domestic Partner
Step Parent	Legal Guardian	Adoptive Parent
Foster Parent	Sibling	Parent-in-Law
Grand Parent	Registered Domestic Partner	Child of Person Standing in Loco Parentis

Abuse of sick leave privileges, as with all Rules, may be grounds for disciplinary action.

a. Compensation Procedure

In order to receive compensation while absent on sick leave, the EMPLOYEE shall notify his/her immediate supervisor or the Department Head one hour prior to the time set for beginning their daily duties.

b. Certificate of Absences

- i. In cases of suspected abuse, chronic sick leave use, instances requiring modified duty work assignments, or at the discretion of the City Manager, a physician's certificate may be required regardless of the length of absence.
- ii. If EMPLOYEES are placed on the CITY's sick leave abuse program and required to bring a doctor's certificate for an extended period, they will be notified in writing. The notice shall include the period of time in question, the reason for placement on the program, what the EMPLOYEE must do while on the program, who the EMPLOYEE is to contact to give information or correct a mistake, the length of time an EMPLOYEE will usually remain on the program, and the right to file a written response to the Department of Human Resources within 30 days of receipt.

c. Sick Leave Earning Rate

All EMPLOYEES who are paid at a bi-weekly rate shall accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. All unused sick leave may be accumulated.

d. Sick Leave Conversion Privilege

Any employee who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 40 hours of unused sick leave to vacation leave or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis. In no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for an EMPLOYEE

terminating on or before December 30 of the calendar year. The total numbers of hours converted during an EMPLOYEE'S course of employment will be deducted from reimbursement of unused sick leave at the time of voluntary separation as set forth in Article 7, Section (C)(1)(e).

e. Reimbursement of Unused or Unconverted Sick Leave Upon Separation

After 10 years of continuous (uninterrupted) City service and upon voluntary separation under satisfactory conditions (as determined by the City Manager), an EMPLOYEE shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave, less the total number of hours converted to either cash, vacation, or a combination thereof as set forth in Article 7, Section (C)(1)(d). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate. (e.g. 600 (balance of sick leave on the books after conversion and use) x .25 = 150; 150-400 (hours converted previously = 0)

f. Unused Sick Leave at Retirement for Health Insurance Premiums

FOR EMPLOYEES HIRED BY THE CITY PRIOR TO JULY 1, 2013 ONLY:

Upon retirement from City employment for service or industrial disability, an EMPLOYEE may elect to use unused sick leave at its dollar value at retirement (hourly base rate plus any regularly recurring biweekly premium pay, i.e., educational incentives) to pay health insurance premiums in retirement according to the following schedule:

10 through 14 years of service: 25% of the sick leave balance at retirement;
15 through 19 years of service: 50% of the sick leave balance at retirement;
20 + years of service: 75% of the sick leave balance at retirement.

This benefit will be in addition to the PEMHCA contribution the City currently contributes to the Public Employees' Retirement System for retiree health insurance benefits. The supplemental benefits described above shall be used to pay health insurance premiums for the retiree and dependents, if applicable. However, if the employee is deceased before the funds are exhausted, the supplemental benefits shall cease and the remaining funds shall be the City's property.

The City elects to self-administer this plan at this time. The City will pay the annualized dollar, equivalent of the Kaiser Employee Plus 1 health insurance premium, once per year in January of each year.

In order to be eligible for this benefit, the EMPLOYEE must have an effective retirement date with CalPERS no more than 120 days from his/her separation date from the City. If the effective retirement date is more than 120 days from the

separation date from the City the EMPLOYEE will not be eligible for this benefit.

This benefit may be used in combination with service credit for unused sick leave as described in Article 6, SECTION (E)(5).. Only sick leave not used (i.e., not taken as leave or otherwise cashed out) under this section may be applied to PERS service credit.

g. El Cajon Police Officers' Association Sponsored Long-Term Disability Insurance.

In those instances where employees are enrolled in a long-term disability policy sponsored by the El Cajon Police Officers' Association (ECPOA), they will be required to exhaust sick leave only for the waiting period specified in the ECPOA's policy, e.g., 60 days.

(2) Bereavement Leave

Up to twenty-four hours special leave with pay may be granted to a regular or regular-probationary EMPLOYEE in order to discharge the customary obligations arising from the death of a relative who is a member of EMPLOYEE's household or a parent, step-parent, grandparent, sibling or child of employee or employee's spouse/domestic partner (not required to be a member of the household). Requests for such leave must be approved by the City Manager or designee supported by such facts as may be required. Employees may use up to an additional sixteen hours of sick leave for this purpose.

(3) Compulsory Sick Leave

- a. If, in the opinion of the City Manager, an EMPLOYEE is incapacitated for work due to illness or disability, such EMPLOYEE may be required to submit to examination by a CITY designated physician, the costs to be borne by the CITY. The EMPLOYEE may request one change of physician. If the report of the physician shows the EMPLOYEE to be in an unfit condition to perform job duties, the City Manager shall have the right to compel the EMPLOYEE to take a leave of absence. Verification of fitness for duty shall be made by a physician designated by the CITY, with the same EMPLOYEE right to request a change as set out above, and expenses incurred in securing such verification shall be borne by the CITY. Accrued sick leave and/or vacation may be used for this absence. If balances are exhausted, the City Manager may approve leave without pay up to one year. The object of this rule is to protect the CITY'S interest in having a safe and effective work force and in assisting EMPLOYEEES in achieving a level of fitness to perform their duties.
- b. EMPLOYEEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or prescribed or unprescribed

medications, may be subject to the provisions above. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisors for modifying their work. EMPLOYEES whose potential safety problem (e.g. related to operating equipment, restrictions on being used on ladders, at heights or in confined areas) must report the use of medication to their supervisor for modifying their work assignments temporarily. Abuse or failure to report could lead to discipline.

Any application of this section which results in adverse action by the CITY may be appealed to the Personnel Commission.

(4) Family Care and/or Medical Leave

EMPLOYEES shall be granted leave in accordance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

All employees are required to report to Human Resources that (1) he/she has a reasonable belief they are entitled to FMLA (2) the expected commencement and duration of said leave; and (3) appropriate documentation to include employee's work restrictions upon return to work when applicable.

Additional information regarding leave eligibility may be found on the [Federal](#) and [State website](#) or with Human Resources.

SECTION D. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by USERRA and the Military and Veterans Code of the State of California.

SECTION E. Jury and Witness Leave

Every EMPLOYEE shall be entitled to be absent from duty with the CITY when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE shall be paid the difference between his/her full salary and any payment received by them, except travel pay, for such duty. If jury service or witness time is less than a full work day, the EMPLOYEE is expected to return to work, unless a justification is provided.

SECTION F. Leave of Absence Without Pay

The City Manager may grant a regular or probationary EMPLOYEE leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave shall be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted. Failure on the part of an EMPLOYEE on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

EMPLOYEEES making use of this provision who return to duty in one year or less shall return with the seniority status for benefits and working conditions which he/she held prior to the leave. An EMPLOYEE may choose to remain in any group insurance plans by agreeing to pay the full cost, while on a leave of absence.

SECTION G. Workers' Compensation Leave

All compensation received in accordance with the provisions of the Labor Code and Workers' Compensation Laws of the State of California shall be deemed to be included in any compensation due from the City by virtue of any grant for sick leave with pay.

SECTION H. Exchange of Shifts

EMPLOYEEES shall be allowed to exchange days off and/or shifts with other EMPLOYEEES under the following conditions:

- a. Requests for exchange of days off shall be submitted in writing, signed by both parties, no less than two (2) days before the first day of exchange. All supervisors involved shall receive a copy of the request.
- b. Requests for exchange of shifts between regular EMPLOYEEES shall be submitted in writing, signed by both parties, no less than ten (10) days before the first day of the new shift. Requests for exchange of shifts shall be submitted to the Chief of Police or designee. In cases of verifiable need, an EMPLOYEE may be authorized to exchange shifts after the shift schedule has been finalized. The Department shall not unreasonably deny this request.
- c. Exchange of days off or exchange of shifts shall be between generally comparable EMPLOYEEES. Both employees shall be employed by the City on the date of the intended exchange and work the exchanged shift.
- d. No patrol personnel shall be authorized to remain on the same shift for a period exceeding one (1) year, without the approval of the Chief of Police.

SECTION I. Catastrophic Leave

1. This program allows one or more EMPLOYEES to donate vacation for use by another who, due to extensive or catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship. Each request will be considered on a case-by-case basis.
2. Requests by an EMPLOYEE(S) to donate vacation and/or compensatory time are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Human Resources will make a determination. Any request denied by the Director of Human Resources may be appealed to the City Manager. Once approved, vacation credits may be transferred from the donor EMPLOYEE(S) to a "fund" established for recipient EMPLOYEE to be used on an hour-for-hour basis, in accordance with the following conditions:
 - a. Program is administered City-wide allowing hours to cross departments and EMPLOYEE bargaining groups. Management EMPLOYEES may also participate.
 - b. Receiving EMPLOYEE must have exhausted all earned leave (sick leave, compensatory time and vacation/vacation-in- lieu) and will/has entered leave without pay status.
 - c. EMPLOYEE(S) donating time must transfer a minimum of eight hours and in whole hour increments thereafter.
 - d. Donated hours are considered a gift to the recipient and irrevocable. Therefore, recipient is not required to "pay back" any hours received.
 - e. Hours transferred will have an hour-for-hour value with no regard to dollar value of donor v. recipient.
 - f. Unused hours will remain in the "fund" for future use to be determined by the Director of Human Resources.
 - g. Once donated leave benefits become payable, temporary recovery may occur resulting in a future period(s) of disability. Approval procedures should not be necessary if periods of disability are separated by temporary recovery of 90 days or less.
 - h. EMPLOYEES wishing to donate vacation hours must maintain a minimum vacation balance of 80 hours (after donation).

ARTICLE 8 - LAYOFF

SECTION A. Purpose:

To provide a means by which EMPLOYEES are to be demoted when a reduction in force is necessitated by a financial emergency, the City Council may choose to adopt other alternatives which are legally available to avoid layoffs. Prior to any action being taken, written notice shall be given to the ECPOA.

SECTION B. Determination:

- (1) The City Council shall determine, on the basis of the needs of the CITY, as recommended by the City Manager, which department and classifications shall be subject to layoff in the event a reduction in force is necessitated by lack of funds.
- (2) In the event a reduction in force is necessitated by a lack of work or the abolishment of positions, the City Manager shall determine which department or classifications shall be subject to layoff based upon the needs of the CITY.

SECTION C. Reduction in Force - Demotion:

Except as otherwise provided, if a vacant position is available during a reduction in workforce, the qualified employee with the greatest length of service in the series affected who is otherwise subject to layoff shall be offered a demotion to the vacant position in lieu of layoff. Whenever two or more EMPLOYEES have identical seniority status, the order of demotion shall be determined by the City Manager on the basis of performance. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

SECTION D. Order of Reduction in Force:

In a reduction-in-force situation, the following order of layoffs shall be followed: (a) Part-time and provisional EMPLOYEES in the affected classification series; (b) Limited term EMPLOYEES in the reverse order of their classification seniority in the affected class series; (c) Probationary EMPLOYEES in reverse order of their classification seniority in the affected class series; (d) Should there be a need for further reduction, regular EMPLOYEES in the affected classification series shall be involuntarily demoted in reverse order of their classification seniority. (e) Should a reduction in force still be necessary, regular EMPLOYEES shall be laid off in reverse order of their seniority in the affected class series. Any EMPLOYEE so laid off will be given (10) working days' notice in writing from the City Manager.

SECTION E. Determining Order of Layoff and Demotion For Employees With Identical Seniority:

Should two or more EMPLOYEES have identical classification seniority, the order of layoff and demotion will be determined by length of continuous service in the affected series. Whenever two or more EMPLOYEES have identical service in the affected series, the order of layoff and demotion shall be determined by the City Manager on the basis of performance.

SECTION F. Order and Method of Demotion Pursuant to a Reduction in Force - Bumping:

When required, due to a reduction in force, employees shall be demoted in the following manner:

- (1) EMPLOYEES who are involuntarily demoted, who have held regular status in a lower classification, shall have the right to bump EMPLOYEES in a lower classification with less classification seniority. For this purpose, classification seniority shall include the seniority the EMPLOYEE had in any higher classification in the affected class as well as the seniority the EMPLOYEE has in the lower classification that the EMPLOYEE is demoted to.
- (2) EMPLOYEES who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary EMPLOYEE in such lower class. They will also be allowed to demote to a lower class if they meet or exceed the employment standards of the lower class and the skills, knowledge, abilities and typical tasks are similar to the class from which they are being demoted. However, an EMPLOYEE may not bump to a lower classification he/she has not previously held where knowledge, skills, abilities and typical tasks are not similar or related to the higher classification. Bumping to a lower classification in the class series will be allowed even though the EMPLOYEE had not previously held a position in the lower classification if the classification has been created or added to the class series following the EMPLOYEE'S promotion to a higher classification in the affected class series, or if a new entry level position was created following the EMPLOYEE's date of hire. Bumping to a newly created classification will only be allowed if the City Manager has determined that the EMPLOYEE meets or exceeds the qualifications for that classification.

SECTION G. Reinstatement of Employees Demoted as a Result of a Reduction-in-Force:

EMPLOYEES who are demoted as a result of a reduction-in-force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall first be offered to EMPLOYEES on this list.

SECTION H. Reemployment of Employees Laid Off as a Result of a Reduction-in-Force:

EMPLOYEES who are laid off and who held regular CITY status at the time of lay off shall have their names placed on a reemployment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their seniority in the affected class series. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

SECTION I. Duration of Reinstatement and Reemployment List:

The eligibility of individuals on the Reinstatement and Reemployment Lists shall extend for a period of one year from the date of demotion or lay off. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List.

SECTION J. Restoration of Benefits Upon Reemployment Following a Reduction-in-Force:

Upon reemployment following a reduction-in-force, an individual will have the following benefits restored:

- (1) Prior sick leave accruals unless the EMPLOYEE elected cash payment at the time of the layoff.
- (2) Seniority at time of lay off for purposes of determining merit increases, vacation accruals and future reduction-in-force.
- (3) Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in effect for the classification the EMPLOYEE held immediately prior to lay off. If the EMPLOYEE chooses to be re-employed in a classification which has a salary range lower than the classification from which the EMPLOYEE was laid off, then the salary placement will be made at a point either equivalent to the EMPLOYEE'S salary range and step immediately prior to layoff or, if the maximum of the salary range of the position to which the EMPLOYEE is to be re-employed is less than the salary currently in effect for the classification, the EMPLOYEE will receive the maximum of the salary range for the classification in which EMPLOYEE is re-employed.
- (4) All benefits EMPLOYEES are eligible to receive including deferred compensation benefit if they were receiving it prior to layoff.

SECTION K. Quarterly Performance Reports

Quarterly performance reports will be required to be completed during the first year of reemployment on any EMPLOYEE appointed from a reemployment list or classification reinstatement list.

SECTION L. Payoff of Accruals Upon Layoffs

Laid off EMPLOYEES are to be paid for accrued holidays, vacation and non-exempt overtime when separated as a result of a lay off. The sick leave accruals of such EMPLOYEE will remain on the books and will be reinstated if they are reappointed unless the EMPLOYEE is eligible for, and elects to participate in, the sick reimbursement program for termination.

SECTION M. Retirement Contribution

Upon layoff, the EMPLOYEE may elect to either withdraw his/her retirement contribution or leave the money in the retirement system. Prior to reemployment, however, if the retirement funds have been withdrawn, they must be redeposited in accordance with arrangements satisfactory to the Public Employees' Retirement System.

SECTION N. Non-discrimination in Reduction in Force

Layoffs and demotions which result from a reduction in force shall be made without regard to an EMPLOYEES' race, color, national origin, religion, sex, age, citizenship, or physical handicap.

ARTICLE 9 - INDIVIDUAL PERSONNEL FILES

SECTION A. Traffic Accidents

The City and the ECPOA do hereby agree to purge the personnel records of EMPLOYEES of all references to reprimand relating to the officers' traffic accidents. Purging will be at the request of the EMPLOYEE to the City Manager after three years of accident-free driving.

SECTION B. Disciplinary Actions

In addition, upon request of the EMPLOYEE to the City Manager, the City will purge disciplinary actions that do not relate to worker's compensation or unresolved liability claims and are more than 5 years old, provided that no similar disciplinary actions have been imposed on said EMPLOYEE.

Unless required by law, EMPLOYEES subject to internal affairs investigations shall not be provided with any documents nor granted any right to discovery prior to their investigative interview.

ARTICLE 10 - GRIEVANCE PROCEDURE

SECTION A. Purpose

- (1) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (2) To assure fair and equitable treatment of all EMPLOYEES and promote harmonious relations among EMPLOYEES, supervisors and management.
- (3) To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
- (4) To provide that appeals shall be conducted as informally as possible.
- (5) To resolve grievances as quickly as possible and correct, if possible, the cause of grievance thereby reducing the number of grievances and future similar complaints.

SECTION B. Reviewable Grievances

To be reviewable under this procedure, a grievance must:

- (1) Concern matters or incidents that have occurred.
- (2) Result from an act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department or the CITY has control.
- (3) Arise out of a specific situation, act or acts complained of as being unfair which result in an inequity or damage to the EMPLOYEE.
- (4) Specify the relief sought, which relief must be within the power of the head of the department or the City Manager to grant in whole or in part.
- (5) Or be in violation of this MOU.

SECTION C. Non-reviewable Grievances

A grievance is not reviewable under this procedure if it requires the modification of a policy established by law, or is a matter which is reviewable under some other administrative procedure and/or personnel rule such as:

- (1) Applications for changes in title, job classification or salary.
- (2) Appeals from formal disciplinary proceedings.
- (3) Appeals arising out of merit system examinations.
- (4) Appeals from work performance evaluations.

SECTION D. Informal Grievance Procedure

An EMPLOYEE who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, the EMPLOYEE does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the EMPLOYEE is not in agreement with the decision reached by discussion, he/she shall have the right to file a formal grievance in writing within ten days after receiving the informal decision of the immediate superior. An informal grievance shall not be taken above the City Manager.

SECTION E. Special Provisions of the Formal Grievance Procedure

(1) Filing of Grievances

Grievances may be filed by an individual EMPLOYEE, a group of EMPLOYEES, or the ECPOA on behalf of one or more EMPLOYEES if said EMPLOYEE(S) so request.

(2) Procedure for Presentation

In presenting a grievance, the EMPLOYEE shall follow the sequence and procedure outlined in this Article.

(3) Prompt Presentation

The EMPLOYEE shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

(4) Prescribed Form

The formal written grievance shall be submitted on a form prescribed by the City Manager for this purpose. Supervisors and the Human Resources Department shall maintain an adequate supply of such forms.

(5) Statement of Grievance

The grievance shall contain a statement of:

- a. The specific situation, act or acts complained of as being unfair;
- b. The inequity or damage suffered by the EMPLOYEE; and
- c. The relief sought.

(6) EMPLOYEE Representation

The EMPLOYEE may choose someone to represent him/her at any step after the first step of the procedure; i.e., at any step after formal discussion with his/her immediate supervisor. No person hearing a grievance need recognize more than one representative for any EMPLOYEE at any one time unless he/she so desires.

(7) Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

(8) Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

(9) Consolidation of Grievances

If the grievance involves a group of EMPLOYEES or if a number of EMPLOYEES file separate grievances on the same matter, the grievances shall be handled as a single grievance.

(10) Settlement

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the pre-scribed period of time.

(11) Reprisal

The grievance procedure is intended to assure the right to present a grievance without fear of disciplinary action or reprisal from the supervisor, superior to department head, provided the provisions of this grievance procedure are observed.

SECTION F. Formal Grievance Procedure Steps

(1) First Level of Review

The appeal shall be presented in writing to the EMPLOYEE'S immediate supervisor, who shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the supervisor's decision, or if no answer has been received within 15 calendar days, the EMPLOYEE may present the appeal in writing to the supervisor's immediate superior. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the written decision of the supervisor, or within a total of 25 calendar days if no decision is rendered, will constitute a dropping of the appeal.

(2) Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render the decision and comments in writing, and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the department head. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

(3) Department Review

The department head receiving the appeal or the designated representative, shall discuss

the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision reached, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the City Manager. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

(4) City Manager

The City Manager receiving the appeal or the designated representative should discuss the grievance with the EMPLOYEE, their representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, or officer not in the normal line of supervision, or Personnel Commission to advise concerning the appeal. The City Manager shall render a decision in writing to the EMPLOYEE within 20 calendar days after receiving the appeal.

ARTICLE 11 - OUTSIDE EMPLOYMENT

SECTION A. General Statement

When a person accepts employment with the CITY, it is understood that this employment is to be that person's primary vocational responsibility. Any other employment, regardless of form, where personal services are rendered or goods or property are sold for financial gain, is considered outside employment and is subject to the provisions set forth in this section.

SECTION B. Applications for Outside Employment

(1) Outside Employment Statement

An EMPLOYEE who wishes to engage in outside employment must be a regular employee (non-probationary) with a satisfactory or better overall rating in the employee's last scheduled performance report. This limit shall not apply to promotional probation. A qualified EMPLOYEE who wishes to engage in outside employment must file an Outside Employment Statement with the Chief of Police and the Director of Human Resources. All Outside Employment Statements on file in the Human Resources office will be annually reviewed by the Director of Human Resources in accordance with the guidelines in Section C.

(2) Acceptable Statements

The Outside Employment Statement will be given to the City Manager who will make the determination concerning the acceptability of the request.

(3) Failure to Submit Statement

If the CITY discovers that an EMPLOYEE is engaged in outside employment and has not submitted an Outside Employment Statement, the EMPLOYEE may be subject to disciplinary action including termination as determined by the City Manager.

SECTION C. Guidelines for Approving Outside Employment

Outside employment will be reviewed on the basis of its compatibility with the continued satisfactory performance of an EMPLOYEE's official CITY duties. Review of Outside Employment Statements will be based on the following criteria:

- (1) Does the EMPLOYEE'S Outside Employment compromise the CITY so as to create a conflict of interest?
- (2) Does the EMPLOYEE'S department control, inspect, review, audit or enforce the Outside Employment?
- (3) Does the Outside Employment involve the acceptance of money or other consideration from an agency or individual(s) other than the City for the performance of an act which the EMPLOYEE would be required to render while acting in an official capacity as an EMPLOYEE?
- (4) Is the EMPLOYEE utilizing CITY information not normally available to the public in the performance of outside employment?
- (5) Is the position inconsistent, incompatible or in conflict with assigned duties?
- (6) Does the Outside Employment unduly interfere with the scheduling of work hours and/or emergency call-out?
- (7) Would the Outside Employment aggravate any physical disability or infirmity of the EMPLOYEE (as indicated by sick leave record and/or physical or mental stress of the outside work)?
- (8) The EMPLOYEE will not be allowed, under any circumstance, to use his/her CITY title when engaged in Outside Employment.

SECTION D. Revocation

The CITY may revoke any prior approval of Outside Employment for any reason where any act or behavior of the EMPLOYEE during his/her performance of outside work detrimentally reflects upon a department or the CITY in general. The City may also revoke any prior approval when the EMPLOYEE fails to meet the requirements and conditions stated in Sections B and C. Written notice stating the reason for revocation and the effective date shall be given to the EMPLOYEE. A copy of this notice will be placed in the EMPLOYEE's personnel jacket.

SECTION E. Workers' Compensation

Workers' Compensation claims resulting from injuries or illnesses sustained during the course of Outside Employment shall be determined by State Law.

SECTION F. Unauthorized Outside Employment

Unauthorized outside employment may result in disciplinary action, up to and including dismissal.

ARTICLE 12 - EMPLOYEE RIGHTS

SECTION A. No Discrimination

EMPLOYEES shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. EMPLOYEES also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. No EMPLOYEE shall be interfered with, intimidated, restrained, coerced, or discriminated against by the CITY or by any EMPLOYEE organization because of his/her exercise of these rights.

SECTION B. Public Safety Officers Procedural Bill of Rights

That the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.) shall be applied equally to all EMPLOYEES and is incorporated by reference.

SECTION C. Discipline

The CITY may only discipline an EMPLOYEE for just cause. In the case of disciplinary action involving a reprimand, suspension, demotion, or discharge, the EMPLOYEE shall be given notice of the action to be taken, a copy of the evidence or materials upon which the action is based, and an opportunity to respond to the imposing authority either orally or in writing within seven (7) calendar days of the notice of the action. The above process will occur prior to the imposition of the discipline. In the event of extraordinary circumstances, the CITY may suspend an EMPLOYEE without pay pending termination. In said event the EMPLOYEE shall still have a right to the above hearing.

City may also use counseling memoranda to document perceived deficiencies in performance that are not deserving of formal discipline. Such counseling memoranda should not be used to document specific incidences of misconduct, but only to remind employees of City policies and the expectation that such policies will be met by the employee. Such counseling memoranda will be retained for either six months or the next performance evaluation, whichever is sooner, and do not have to be referenced in employee's performance evaluation. Employees will not be allowed to appeal a counseling memorandum, but will be afforded rebuttal rights pursuant to Government Code Section 3306.

ARTICLE 13 - CITY RIGHTS

The rights of the CITY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; 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. In exercising the above rights, the CITY shall comply with all applicable provision(s) of this MOU.

Drug-free Workplace Act of 1988

The ECPOA agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988.

ARTICLE 14 - FEDERAL - STATE LAWS

It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented not to

conflict with such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect. Modifications to such sections will be made within a reasonable period of time via the Meet and Confer process.

ARTICLE 15 — NON-DISCRIMINATION

The ECPOA accepts and supports the official City policy of non-discrimination as outlined in the City's equal employment opportunity policy.

ARTICLE 16 - AGENCY SECURITY

Continuous and uninterrupted service by the CITY and its EMPLOYEES to the citizens, and an orderly employment relationship between the CITY and its EMPLOYEES being essential considerations of this MOU, the ECPOA agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, boycotting, work stoppage, shutdowns, or slowdown/speed-up actions, or a concerted refusal to render services or to work overtime or any other curtailment, restriction or acceleration of work at any time during the term of this MOU.

Nothing shall be construed in this MOU to prevent the ECPOA or the EMPLOYEES from exercising any legal rights prescribed by State law.

ARTICLE 17 - EMPLOYEE ASSISTANCE PROGRAM

The CITY agrees to continue funding an EMPLOYEE Assistance Program as proposed by the ECPOA to a maximum cost to the CITY of \$30,000 for the term of this contract. Details shall be finalized as part of a separate contract with the provider and will be available from either the ECPOA or the CITY.

ARTICLE 18 - ECPOA RIGHTS

SECTION A. ECPOA Rights

The CITY recognizes the right of the ECPOA to govern its internal affairs

SECTION B. Dues Deduction

Upon the receipt of a written request and authorization from an EMPLOYEE for deduction of ECPOA "dues" the CITY shall withhold such dues from the salary of the EMPLOYEE on a bi-weekly payroll basis and remit the withholding to the ECPOA in a timely manner. The CITY shall continue to withhold such dues until the EMPLOYEE files a written statement with the CITY withdrawing authorization for the continued withholding of the dues, giving at least 30 days advance notice.

SECTION C. Bulletin Board

The ECPOA shall have sole and exclusive use of specific bulletin board space, clearly marked and identified as such, of approximately 4 feet by 8 feet in dimension, located in the briefing room of the Police Department. The Police Chief and the ECPOA shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of ECPOA business. Material placed on the bulletin board shall be at the discretion of the ECPOA with the understanding that materials so posted shall only be for legitimate communications with members. Said postings shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office within the CITY government. The ECPOA shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

SECTION D. EMPLOYEE Representation

The EMPLOYEE shall be allowed to designate a representative to assist said EMPLOYEE in:

1. Preparing and presenting grievances.
2. Preparing and processing material for Disciplinary Hearings.
3. Preparing and presenting material for any legitimate employer-employee relations matter for which representation is granted pursuant to existing law.

SECTION E. Access to Work Locations

Reasonable access to employee work locations shall be granted to the officers of the Association and its designated official representative during employees' work hours for the purpose of processing grievances or to contact members of the Association concerning business within the scope of representation. Such officers or representative desiring access shall follow departmental procedures governing non-employee access to work locations. Association meetings may be held

during work hours at the police facility provided the proposed Association meeting does not interfere with the normal operations of the Department. On-duty personnel may not attend any meeting without the prior approval of the appropriate supervisor.

ARTICLE 19 - MODIFIED DUTY

SECTION A.

EMPLOYEES recommended for modified duty must bring a written statement from a physician stating the reasons why they are being recommended for modified duty and the length of time. This must be presented to the Chief of Police as soon as possible after the physician recommends said EMPLOYEE for modified duty. The length of working days is left to the discretion of the treating physician.

SECTION B.

An EMPLOYEE who is on modified duty per a physician's order shall immediately notify the Chief of Police when he/she is available for full duty and shall give his/her department a physician's statement of release from modified duty.

SECTION C.

The Chief of Police shall provide a general job description for the EMPLOYEE solely for the purpose of allowing the physician treating an EMPLOYEE to specify exactly the types of duties an EMPLOYEE may or may not perform on modified duty.

SECTION D.

The CITY shall provide modified duty as long as work is available.

SECTION E.

The CITY retains the right to require periodic medical updates from the EMPLOYEE'S treating physician and the right to send an EMPLOYEE for an evaluation at CITY expense, if the amount of modified duty time appears to be excessive.

ARTICLE 20 - CURRENT PRACTICES

It is understood that existing ordinances, resolutions, City Council and administrative policies of the CITY, past ECPOA MOUs, Personnel Rules, and Police Department Rules and Regulations cover matters pertaining to employer-employee relations including, not limited to, wages, salaries, benefits, hours and other terms and conditions of employment, are hereby incorporated herein by this reference and made a part hereof as though set forth in full and, except as provided herein, shall remain in full force and effect during the term thereof, except to the extent the parties agreed to modify them during the negotiations resulting in this MOU.

ARTICLE 21 - MAINTENANCE OF BENEFITS

The status of existing benefits and conditions of employment now enjoyed by EMPLOYEES shall not be deemed affected by this MOU except as specifically modified by provisions hereof or by actions taken in implementation thereof.

Except as described below, the CITY and ECPOA hereby expressly waive any right to request any improvements or other changes in the wages, hours, or other conditions of employment of EMPLOYEES in the ECPOA covered by this MOU. Neither the CITY nor the ECPOA shall be required to "Meet and Confer" as to any such request unless by mutual consent of both parties, except to the extent required by this MOU. The right of ECPOA and the CITY to "Meet and Confer" on the interpretation of application of this MOU is excluded in the waiver described above.

ARTICLE 22 - TERMS AND RENEGOTIATIONS

SECTION A. GENERAL

This MOU shall become effective only after ratification by members of the ECPOA and adoption by the City Council of the CITY and continue in effect through June 30, 2024.

Should either party to this MOU desire to meet and confer on a successor MOU, that party shall serve upon the other a written request for such meet and confer.

SECTION B. RE-OPENER FOR CHANGES TO AFFORDABLE CARE ACT (ACA)

The CITY may re-open this MOU to negotiate the subject of benefits provided in this MOU in relation to the Affordable Care Act or its impacts.

This MOU is entered into by the following representatives of the CITY and the ECPOA, to become effective the date of approval by the City Council.

City Negotiating Committee

ECPOA Negotiating Committee

Graham Mitchell
City Manager

Travis Howard
President and Negotiations Team Member

Clay Schoen
Director of Finance

Kenny Gray
Negotiations Team Member

Marisol Thorn
Director of Human Resources

Bradley Fields
Attorney

APPENDIX A: SALARY TABLE

<i>Effective June 15, 2019</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$36.31	\$37.22	\$38.15	\$39.10	\$40.08	\$41.08	\$42.11	\$43.16	\$ 44.24
Police Agent	\$38.15	\$39.10	\$40.08	\$41.08	\$42.11	\$43.16	\$44.24	\$45.35	\$ 46.48
Police Sergeant	\$44.13	\$45.24	\$46.37	\$47.53	\$48.72	\$49.93	\$51.18	\$52.46	\$ 53.77

<i>Effective January 2020</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$37.78	\$38.72	\$39.69	\$40.68	\$41.70	\$42.74	\$43.81	\$44.91	\$ 46.03
Police Agent	\$39.69	\$40.68	\$41.70	\$42.74	\$43.81	\$44.91	\$46.03	\$47.18	\$ 48.36
Police Sergeant	\$45.91	\$47.06	\$48.24	\$49.45	\$50.68	\$51.95	\$53.25	\$54.58	\$ 55.94

<i>Effective July 2020</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$38.53	\$39.49	\$40.48	\$41.49	\$42.53	\$43.59	\$44.68	\$45.80	\$ 46.95
Police Agent	\$40.48	\$41.49	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$48.12	\$ 49.32
Police Sergeant	\$46.83	\$48.00	\$49.20	\$50.43	\$51.69	\$52.98	\$54.31	\$55.66	\$ 57.05

<i>Effective July 2021</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$39.49	\$40.48	\$41.49	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$ 48.12
Police Agent	\$41.49	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$48.12	\$49.32	\$ 50.56
Police Sergeant	\$48.00	\$49.20	\$50.43	\$51.69	\$52.98	\$54.31	\$55.66	\$57.05	\$ 58.48

<i>Effective July 2022</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$40.48	\$41.49	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$48.12	\$ 49.32
Police Agent	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$48.12	\$49.32	\$50.56	\$ 51.82
Police Sergeant	\$49.20	\$50.43	\$51.69	\$52.98	\$54.31	\$55.66	\$57.05	\$58.48	\$ 59.94

<i>Effective July 2023</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$41.70	\$42.74	\$43.81	\$44.91	\$46.03	\$47.18	\$48.36	\$49.57	\$ 50.81
Police Agent	\$43.81	\$44.91	\$46.03	\$47.18	\$48.36	\$49.57	\$50.81	\$52.08	\$ 53.38
Police Sergeant	\$50.68	\$51.95	\$53.25	\$54.58	\$55.94	\$57.34	\$58.77	\$60.24	\$ 61.75

<i>Effective July 2023 *If contingency in Article 3(a) is met</i>									
	A	A'	B	B'	C	C'	D	D'	E
Classification	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Police Officer	\$42.53	\$43.59	\$44.68	\$45.80	\$46.95	\$48.12	\$49.32	\$50.56	\$ 51.82
Police Agent	\$44.68	\$45.80	\$46.95	\$48.12	\$49.32	\$50.56	\$51.82	\$53.12	\$ 54.44
Police Sergeant	\$51.69	\$52.98	\$54.31	\$55.66	\$57.05	\$58.48	\$59.94	\$61.44	\$ 62.98