

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL CAJON
AND
EL CAJON POLICE OFFICERS' ASSOCIATION
MANAGEMENT GROUP

July 1, 2015 – June, 30 2017

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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 Management Group, hereinafter referred to as the "ECPOAMG", which is to be in effect from July 1, 2015 through June 30, 2017.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the City and the ECPOAMG, for the establishment of fair and reasonable wages, hours and other conditions of employment for employees in the classifications of Lieutenant and Captain, hereinafter referred to as the "MANAGEMENT EMPLOYEE(S)", and for the peaceful and equitable resolution of disputes arising thereof.

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

ARTICLE 2 - RECOGNITION

The ECPOAMG is recognized as the majority representative for MANAGEMENT EMPLOYEES in the classifications of Police Lieutenant and Police Captain.

ARTICLE 3 - COMPENSATION

SECTION A. Salary Steps

During the term of this MOU, ECPOAMG members shall receive salary increases in the form of increases to each step on the salary range of 4.0% as a general increase, effective with the first full pay period after July 1, 2015 and 2.25% as a general increase, effective with the first full pay period after July 1, 2016

Effective with the first full pay period after July 1, 2015, a 6% increase will be included in the base salary range of all ECPOAMG classifications for the Advanced POST Certificate in recognition that this certificate is required by the classification specifications for both classes covered by this MOU.

POLICE LIEUTENANT

The five-step, three and one-half year, twelve-month probation Police Lieutenant compensation plan is as follows:

EFFECTIVE PAY PERIOD ENDING JULY 17, 2015

RANGE	116.0	116.0
STEP	A	E
HOURLY RATE	\$50.06	\$60.98
ANNUAL RATE	\$104,124.80	\$126,838.40

EFFECTIVE FIRST FULL PAY PERIOD AFTER JULY 1, 2016

RANGE	116.9	116.9
STEP	A	E
HOURLY RATE	\$51.20	\$62.37
ANNUAL RATE	\$106,496.00	\$129,729.60

POLICE CAPTAIN

The five-step, three and one-half year, twelve-month probation Police Captain compensation plan shall be as follows:

EFFECTIVE PAY PERIOD ENDING JULY 17, 2015

RANGE	121.6	121.6
STEP	A	E
HOURLY RATE	\$57.48	\$70.04
ANNUAL RATE	\$119,558.40	\$145,683.20

EFFECTIVE FIRST FULL PAY PERIOD AFTER JULY 1, 2016

RANGE	122.5	122.5
STEP	A	E
HOURLY RATE	\$58.77	\$71.61
ANNUAL RATE	\$122,241.60	\$148,948.80

SECTION B. Normal Advancements

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. Steps C, D and E are provided for employees who are fully qualified, experienced and ordinarily conscientious in their work and therefore, upon completion of at least one year of service in Step B, C or D, an employee may be advanced to the next highest step.

SECTION C. 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 rate 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 rate 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 their 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 elapse of a time period.

SECTION D. Promotion to Another Class

Upon promotion, EMPLOYEES shall receive at least 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. The 5% increase shall be paid notwithstanding any incentives paid at lower classifications.

SECTION E. 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 F. 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. Voluntary demotions may cross bargaining groups and 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.

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 G. Inequitable Compensation

If, in the opinion of the City Manager, the application of the provisions of this Article results in compensating EMPLOYEES at an inequitably low rate 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 H. Early Paychecks

(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 the 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 I. Workday/Workweek

Management EMPLOYEES shall be considered to work an "indefinite" workweek and not be entitled to overtime compensation unless otherwise provided herein.

Indefinite workweek is meant to imply some flexibility in the schedule so long as all responsibilities and obligations are covered. Generally, the employee will work 80 hours bi-weekly.

Management EMPLOYEES who elect to leave a shift early or leave the worksite to conduct personal business shall, when practicable, inform the immediate supervisor or log in the time of departure and how the EMPLOYEE may be contacted in case of emergency. It shall also be the management EMPLOYEE's responsibility to provide the oncoming supervisor with sufficient information to insure safe and efficient continuity of operations.

SECTION J. Watch Commander Exchange

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

- a. Requests for exchange of shifts between regular EMPLOYEES shall be submitted in writing, signed by both parties. 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.
- b. Exchange of days off or exchange of shifts shall be between generally comparable EMPLOYEES.
- c. 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.

ARTICLE 4 - PREMIUM PAY

SECTION A. Unusual Work Schedule

The City agrees to compensate employees an amount of pay or paid vacation time at the straight time rate when an inordinate amount of time is worked by a management employee due to operational commitments. This section shall apply to full shifts of extra duty; however, other partial shift situations may qualify with approval from the Chief of Police.

SECTION B. 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) hours the EMPLOYEE is required to perform such duties. At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal rate prescribed for their classification, had they remained in that classification.

ARTICLE 5 - PERQUISITES

SECTION A. Uniform and Equipment Allowance

The annual uniform and equipment allowance shall be \$825 effective July 2011. The uniform allowance for newly hired 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.

EMPLOYEES assigned to the S.W.A.T. Team shall receive an additional \$75 uniform and equipment allowance during the month of July.

Supervisors shall ensure professional appearance of police personnel.

The CITY agrees to supply protective vests in accordance with Police Department General Order # 7.6.2.

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 may receive no more than 7% additional compensation under 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. Once this salary increase is awarded, it shall continue regardless of future promotions to higher positions.

- (1) A 2.5% salary increase for employees who possess a POST Management Certificate.
- (2) An additional 2.5% salary increase for employees who possess a Bachelor's Degree.
- (3) An additional 3% salary increase for employees who possess a Master's degree or other advanced degrees related to the job.

Effective with the first full pay period after July 1, 2015, the 6% incentive for the Advanced POST Certificate will be included in the base salary range of all ECPOAMG classifications (Article 3 (A)).

It is the personal responsibility of each EMPLOYEE to forward to the Director of Human Resources documents which certify his/her eligibility. Additional compensation will not commence until these documents have been received by the Director of Human Resources. For purposes of this section, Bachelor's, Master's, and other advanced degrees must be from an accredited educational institution.

SECTION C. Travel Reimbursement

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

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

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 EMPLOYEES for professional, technical courses, POST approved schools or work related seminars providing:

- a. The EMPLOYEE has at least a satisfactory proficiency rating on his/her most recent performance report.
- b. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE'S position duties with the CITY.
- c. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course 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.
- d. To encourage continuous education and supervisory/management training the City will include, within the Tuition Reimbursement Policy, the opportunity for Management EMPLOYEES to use the allowance to help defer costs of attending relevant seminars, workshops, conferences and classes (not necessarily requiring a grade) which promote professional growth. Police management personnel may also use the tuition allowance for POST approved schools. (Administrative Policy E-5) Additionally, all management EMPLOYEES may now apply this allowance toward related lodging, meals, and other travel costs in compliance with the procedure for Travel and Meetings as established in Administrative Policy E-4.

(2) Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750 per individual per fiscal year. When the cost of a particular seminar, workshop, conference, or class exceeds the \$750 maximum, the cost may be applied to two (2) fiscal years, provided the total cost does not exceed \$1,500.

(3) Administration

The responsibility for administering this plan is placed with the City Manager.

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.

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 two (2) dental insurance options. Management EMPLOYEES may participate in the plan if they choose. This benefit shall be part of the Section 125 cafeteria plan.

SECTION C. Life Insurance

The CITY agrees to continue to provide term life insurance in the amount of one and one-half times the EMPLOYEE'S annual salary plus \$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 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.

Effective January 1, 2016, the cafeteria benefit allowance will be \$1,000 per month. Effective January 1, 2017, the cafeteria benefit allowance will be increased to \$1,050 per 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 remainder 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 go to the EMPLOYEE as cash.

SECTION E. Retirement System (PERS)

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

The following benefits were put into effect for ECPOAMG members effective June 11, 1988:

- a. One-year Highest Compensation (Government Code Section 20042) [unless subject to section (7) below]
 - b. Post Retirement Survivor Allowance (Government Code Sections 21624, 21626 and 21628)
- (2) Retirement Formula 1959 Survivor Benefit
 - a. The CITY has provided the 2% at age 50 PERS retirement plan with the 1959 Survivor Benefit effective October 5, 1974. In exchange for this benefit, the ECPOAMG agreed to relinquish all present and/or future rights they may have against the contributions in their behalf for coverage under the Social Security Act.
 - b. The CITY withdrew from Social Security membership and adopted the Safety 2% at age 50 benefit through PERS in 1974. As agreed, the CITY contributes an amount not to exceed 2.5% of the first \$13,200 annual earnings or \$330 per year to the CITY'S deferred compensation plan for ECPOAMG represented individuals on the payroll October 1, 1974.

Individuals who separated from CITY employment after October 1, 1974 and have been or will be rehired will not be eligible for this benefit.

- c. The CITY agrees to contract with PERS to provide the 3% at age 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)(7) of this Article apply.
- d. 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 hired after March 11, 2011, who are not subject to Section (E)(7) of this Article.

(3) Military Service Credit

- a. The contract with the PERS has been amended to allow eligible employees to receive military service credit as outlined in Section 21024 of the Government Code.
- b. The contract with the PERS had been amended to provide that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

(4) Sick Leave Credit

The contract with PERS was amended to include unused sick leave at retirement for credit as outlined in Section 20965 of the Government Code. At retirement, EMPLOYEES will be allowed to select the unused sick leave retirement credit benefits and/or the unused sick leave reimbursement program. This will have no effect on the annual unused sick leave conversion program.

(5) 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 ECPOAMG. Any such cost increases will not automatically be absorbed by the CITY.

- b. Effective July 1999, the City implemented CalPERS section 20636(c)(4) whereby the City will include the EMPLOYEE's contribution as additional compensation for purposes of reporting to CalPERS, which is 0% during the term of this MOU.

- (6) The CITY agreed to contract with PERS to implement the Third Level of the 1959 Survivor's Benefit effective August 13, 1995.

(7) 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).

SECTION F. Long-Term Disability

The CITY shall provide ECPOAMG employees a fully paid long-term disability plan.

ARTICLE 7 - LEAVES - TIME OFF

SECTION A. Vacation

(1) Earned Vacation - Full Time

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

(2) Vacation Accrual Rate

EMPLOYEES shall receive vacation and vacation in lieu of the current fourteen (14) holidays (New Year's Day, Martin Luther King, Jr. Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Admissions Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve) in accordance with the following schedule:

- a. 7.36 working hours of vacation and vacation in lieu accrued and credited bi-weekly from the date of hire until completion of the 60th month;
- b. 8.89 working hours of vacation and vacation in lieu accrued and credited bi-weekly following completion of the 60th month through the 180th month;
- c. 10.46 working hours of vacation and vacation in lieu accrued and credited bi-weekly following completion of the 180th month.

(3) Vacation Credit Accumulation

a. Policy

- (i) Effective last full pay period ending in July 17, 2015, no employee shall accrue vacation unless his/her balance is below 540 hours.
- (ii) Employees can only exceed cap if there is a documented denial of use within preceding 12 months. The cap will then be extended by the amount denied for one year from date of denial.

b. Unused Vacation at Separation

Regular EMPLOYEES who separate from the CITY shall be paid for all unused vacation time.

(4) Vacation Schedule

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) Administrative Leave

EMPLOYEES are granted an additional 60 hours of administrative leave per year to be accrued as paid vacation.

(6) Vacation Cash Conversion

Any EMPLOYEE who has used a minimum of 80 hours vacation 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. The regular holidays are listed in Section A (2) above.

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 the immediate supervisor or the Department Head prior to or within one half hour after the time set for beginning daily duties.

b. Certificate of Absences

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.

c. Sick Leave Earning Rate

All EMPLOYEES shall accrue sick leave at the rate of 3.68 hours per bi weekly pay period. All such sick leave which is unused may be accumulated.

d. Sick Leave Conversion Privileges

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 his/her 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 EMPLOYEES terminating on or before December 30 of the calendar year.

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 (1) (e). 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) \times $.25 = 150$. $150 - 400$ [hours converted previously] = \emptyset)

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 any reason, 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, management 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 statutory amount 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 two-party health insurance premium once per year in January of each year.

In order to be eligible for this benefit, the employee must be retired with CalPERS no more than 120 days from his/her separation date from the City.

This benefit may be used in combination with service credit for unused sick leave as described in Article 6 – HEALTH AND WELFARE, SECTION E. Retirement Systems (PERS) (4) Sick Leave Credit. Only sick leave not used under this section may be applied to PERS service credit.

(2) Bereavement Leave

Up to twenty-four hours special leave with pay may be granted in any twelve month period to a 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.

(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 then vacation may be used for this absence. If balances are exhausted, the City Manager may approve leave without pay for 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 employees in achieving a level of fitness to perform their duties.
- b. Employees 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 supervisor for modifying their work assignment temporarily. Abuse or failure to report could lead to discipline.
- c. Any application of this section which results in action by the CITY adverse to an EMPLOYEE or his/her continued employment may be appealed to the Personnel Commission.

(4) Family Care and/or Medical Leave

EMPLOYEES shall be granted family care leave or medical leave in accordance with Administrative Policy D – 4 for any of the following reasons:

1. To care for a newborn child of the EMPLOYEE within 12 months of the birth; or
2. To care for a newly adopted child or a child placed in foster care with the employee within 12 months of the placement; or
3. To care for a spouse, child or parent of the employee with a serious health condition; or
4. Because of a serious health condition which causes the employee to be unable to perform his/her duties.

All employees are required to report to Human Resources that (1) he/she has a reasonable belief that he/she has a serious medical condition, but shall not provide further details; (2) the expected commencement and duration of leave for the serious medical condition; and (3) documentation by a medical provider of the employee's work restrictions upon return to work. The reporting requirement applies regardless of the type of leave taken.

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 their 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 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.

EMPLOYEES making use of this provision who return to duty 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. 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 Citywide allowing hours to cross departments and EMPLOYEE bargaining groups.
- 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).

Workers' Compensation: Donated hours can be utilized for the difference, but no more than recipient EMPLOYEE'S regular salary.

ARTICLE 8 - LAYOFF

SECTION A. Purpose

To provide a means by which EMPLOYEES are to be demoted or laid off when a reduction in force is necessitated by a lack of work, lack of funds or abolishment of a position.

Prior to a layoff due to a reduction in force 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 ECPOAMG.

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, whenever there is a reduction in work force, the City Manager shall first demote to a vacancy, if any, in a lower class to which the EMPLOYEE with the greatest length of seniority in the affected series shall be demoted first. Whenever two or more EMPLOYEES have identical seniority status, the EMPLOYEE with the lowest performance as determined by the City Manager shall be demoted first. 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 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 of 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 classes as well as 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 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 they are being demoted from. However, an EMPLOYEE may not bump to a lower classification they have not previously held where the 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 Following a Reduction in Force

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 EMPLOYEE will have the following benefits restored:

- (1) Prior sick leave balance unless the EMPLOYEE elected cash payment at the time of layoff; (refer to Article 7 (c)(1)(e))
- (2) Seniority at time of lay off for purposes of determining merit increases, vacation accrual rate and future reduction in force;
- (3) Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in affect for the classification the EMPLOYEE held immediately prior to lay off. If the EMPLOYEE chooses to be reemployed 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 lay off, or, if the maximum of the salary range of the position to which the EMPLOYEE is to be reemployed 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 the EMPLOYEE is reemployed.
- (4) All benefits EMPLOYEES are eligible to receive including the 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 Layoff

Laid off EMPLOYEES are to be paid for all 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 leave reimbursement program upon 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 EMPLOYEE'S sex, race, color, ancestry, religious creed, national origin, disability (including AIDS and HIV), medical condition (Cancer), age (over 40), and marital status.

ARTICLE 9 - INDIVIDUAL PERSONNEL FILES

SECTION A. Traffic Accidents

The CITY and the ECPOAMG do hereby agree to purge an EMPLOYEE'S personnel record, upon written request to the City Manager, of all letters of reprimand relating to the EMPLOYEE'S traffic accidents. This will be approved only after a full year of accident-free driving has occurred.

SECTION B. Disciplinary Actions

Upon request of the EMPLOYEE to the City Manager, the CITY will purge disciplinary actions that do not relate to workers' compensation or unresolved liability claims and are more than three (3) 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 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 ECPOAMG 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 Office 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.

A 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 prescribed 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 - SUGGESTION AWARD PROGRAM

SECTION A. Purpose

- (1) The purpose of a Suggestion Award Program is to develop increased efficiency of governmental operations in the CITY by providing recognition to EMPLOYEES for submission of original and constructive suggestions. Such a program stimulates imaginative and inventive thinking among EMPLOYEES which can eliminate duplication, waste or safety hazards, reduce costs or accidents, improve service, methods of equipment or save time, work, money, materials or space.

SECTION B. Suggestion Award Program

A copy of said program is available at CITY'S Human Resources Department.

ARTICLE 12 - 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 business gain, is considered outside employment and is subject to the provisions set forth in this section.

SECTION B. Application for Outside Employment

(1) Outside Employment Statement

An EMPLOYEE who wishes to engage in outside employment must file an Outside Employment Statement with the City Manager. All Outside Employment Statements on file in the Human Resources Office will be annually reviewed by the City Manager 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 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) 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. 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 13 - 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 them-selves 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

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 to be 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 extra ordinary 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.

ARTICLE 14 - 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 ECPOAMG agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988. For further details, refer to the appropriate City Council Resolution or contact the Human Resources Department.

ARTICLE 15 - 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 or 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 16 - NON-DISCRIMINATION

The ECPOAMG accepts and supports the official CITY policy of Affirmative Action as outlined in City Council Policy A-17 providing equal employment opportunities on the basis of merit and avoiding discriminating practices against any EMPLOYEE because of sex, race, color, ancestry, religious creed, national origin, disability (including AIDS and HIV), medical condition (Cancer), age (over 40), and marital status.

ARTICLE 17 - AGENCY SECURITY

Continuous and uninterrupted service by the CITY and its employees to the citizens, and orderly employee relations between the CITY and its EMPLOYEES being essential considerations of this MOU, the ECPOAMG agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, boycotting, work stoppages, 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 ECPOAMG or the EMPLOYEES from exercising any legal rights prescribed by Federal or State Law.

ARTICLE 18 - EMPLOYEE ASSISTANCE PROGRAM

The CITY agrees to continue funding an EMPLOYEE Assistance Program as proposed by the ECPOA, ECPOAMG, ECFFA, and Fire management 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 ECPOAMG or the CITY.

ARTICLE 19

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ARTICLE 20 - ECPOAMG RIGHTS

SECTION A. ECPOAMG Rights

The CITY recognizes the right of the ECPOAMG to govern its internal affairs.

SECTION B. Dues Deduction

Upon the receipt of a written request and authorization from an EMPLOYEE for deduction of ECPOAMG "dues", the CITY shall withhold such dues from the salary of the EMPLOYEE on a bi-weekly payroll basis and remit the withholdings to the ECPOAMG 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 ECPOAMG shall have shared use of specific bulletin board space with the ECPOA, 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, the ECPOAMG and ECPOA shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of their business. Material placed on the bulletin board shall be at the discretion of the members 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 and ECPOAMG 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. Safety Committee Representation

The ECPOAMG shall have a member serve on the Safety Committee in accordance with City Council Policy A-9, Safety Committee. (Please refer to A-9 for details).

SECTION F. 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.

ARTICLE 21- CURRENT PRACTICES

It is understood that existing ordinances, resolutions, City Council and administrative policies of the CITY, Personnel Rules, and Police Department Rules and Regulations covering matters pertaining to employer-employee relations including, but 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 22 - MAINTENANCE OF BENEFITS

The status of all 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.

The CITY and ECPOAMG 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 ECPOAMG covered by this MOU. Neither the CITY nor the ECPOAMG 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 ECPOAMG and the CITY to "Meet and Confer" on the interpretation of application of this MOU is excluded in the waiver described above.

ARTICLE 23 - TERMS AND RENEGOTIATION

SECTION A. GENERAL

This MOU shall become effective only after ratification by members of the ECPOAMG and adoption by the City Council of the CITY and continue in effect through June 30, 2017.

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.

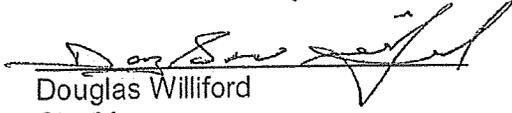
SECTION C. RE-OPENER FOR BODY CAMERAS

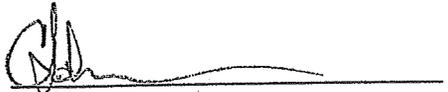
The City may re-open this MOU to negotiate the subject of body cameras. Nothing in this MOU shall prevent the City from initiating or continuing negotiations with ECPOAMG on the subject of the use of body cameras and related policies.

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, prior to March 1, 2017.

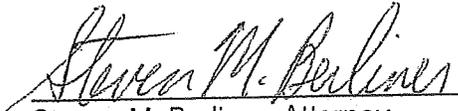
This MOU is effective through June 30, 2017.

For the CITY


Douglas Williford
City Manager

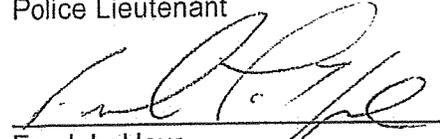

Clay Schoen
Director of Finance/City Treasurer

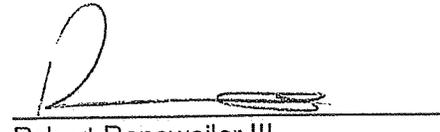

Jim Lynch
Director of Human Resources


Steven M. Berliner, Attorney

For the ECPOAMG


Michael Moulton,
President
Police Lieutenant


Frank LaHaye,
ECPOAMG Member
Police Lieutenant


Robert Ransweiler III
ECPOAMG Member
Police Lieutenant