

# MEMORANDUM OF UNDERSTANDING

Between

City of Menifee

And

The Menifee Police Officers Association



July 1, 2024 – June 30, 2027

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## **SECTION 1. PARTIES TO THIS MEMORANDUM**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the City of Menifee, a municipal corporation ("CITY"), and the Menifee Police Officers Association ("Association") pursuant to California Government Code Section 3500 et seq.

## **SECTION 2. PREVAILING CONDITIONS**

This MOU, and any and all side letters to this Agreement, sets forth the entire agreement between the parties hereto, and all negotiated benefits in this Agreement shall remain in full force and effect, unchanged during the term of this Agreement unless altered by mutual written agreement.

This MOU, having been agreed to in good faith by the parties hereto, shall prevail in the event of conflict between its terms and the terms of any federal, state, or local rules and regulations.

## **SECTION 3. REPRESENTED POSITIONS**

The following positions are covered by this Agreement: Police Officer and Police Corporal.

Pursuant to relevant Government Code Sections, the CITY shall allow a reasonable number of Association employee representatives ten (10) hours of time off per fiscal year without loss of compensation or other benefits while formally meeting and conferring with representatives of the CITY on matters within the scope of representation as defined in the Government Code, or as may be required under Article 5.6, or Article 14, Grievance Procedure.

### **3.1 Association Access to New Employees**

The CITY shall designate the appropriate new employee(s) orientation meeting where one Association employee member may meet with new Association represented employee(s) for up to thirty (30) minutes to provide information to the new employee(s).

Pursuant to AB 119, the CITY agrees to provide no less than 10-days' notice in advance of any new employee orientations and provide the Association mandatory access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Association, which could mean representational attendance or correspondence.

The CITY retains the exclusive right to have one meeting for the purposes of this section in cases where multiple employees have been hired.

### 3.2 Representational Information

The CITY shall provide the Association with the following information:

The CITY agrees, pursuant to AB 119, to provide the Association with the name, job title, department, work location, and work telephone number of newly hired employees within 30 days of the date of hire. The CITY also agrees to provide the Association with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees every 120 days.

For new hires, the information covered by this section shall be provided to the Association within three (3) workdays of a new employee's start date.

### 3.3 Bulletin Boards

A reasonable number of bulletin boards will be provided by CITY in a non-public location upon which the Association may post notices of official Association business which may include recreational and social affairs, notices of meetings, benefit programs, trips, elections, appointments, and results of elections, bulletins of employee rights, notices of City Council actions, notices of employer/employee-relations updates, and reports of grievance and arbitration matters, provided that any notice must be on official Association-identified paper and a copy sent to the Human Resources Manager prior to posting. Each item to be posted shall have a remove- by-date, except for those items designated by the Association for permanent posting. No Department shall arbitrarily remove said posting without consent of the Association (except for dated material). In any event, no posting shall contain any vulgar, profane, or malicious material or derogatory statement about any City employee or elected official, and no campaign information shall be posted except for the internal Association elections. The posting of any other classes of notices at City workstations or premises is prohibited without the prior permission of the City Manager or the Human Resources Department.

## **SECTION 4. BARGAINING WAIVER**

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this

Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the parties, each voluntarily and unqualifiedly, waive their right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both at the time of negotiations or signing of this Agreement and, accordingly, there shall be no change in matters provided for in this Agreement or in any existing term and condition of employment during the term of this Agreement except as allowed by this Agreement, unless the parties mutually agree to commence the meet and confer process regarding any such matters.

#### **SECTION 5.    SEVERABILITY**

Should any portion of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this MOU.

#### **SECTION 6.    CONTINUATION OF TERMS AND CONDITIONS**

It is agreed that in the event this MOU expires, its terms and conditions shall continue in effect until a new Agreement is approved by the parties hereto.

#### **SECTION 7.    TERM**

This Agreement shall become effective on July 1, 2024, and shall remain in effect until June 30, 2027.

#### **SECTION 8.    ANNIVERSARY DATE**

An employee's anniversary date shall be the date of most recent hire by the CITY.

An employee who is involuntarily terminated by the CITY but who is ordered reinstated by a court or other reviewing body, shall be restored to his/her former seniority with the appropriate benefit accrual formula.

## **SECTION 9. PROBATIONARY PERIOD**

All post academy graduate employees appointed to a position represented by the Association shall serve a twelve (12) month probationary period. The probation period shall be considered a part of the examination and selection process and shall not include the time served under any limited service or professional appointment but shall date from the time of appointment to a regular position. Entry level employees that have not completed a recognized California P.O.S.T. law enforcement academy shall be on probation while attending the law enforcement academy and shall serve a twelve (12) month probationary period upon completion of the academy. All such employees shall receive performance evaluations no less than at the end of the twelfth (12th) month of the probationary period. Employees promoted to police corporal shall serve a probationary period of twelve (12) months.

A promotional probationary employee who is subject to discipline as defined by the CITY's rules and regulations shall retain the right to challenge the action in the same manner as a nonpromotional employee who has successfully completed the probationary testing period. However, "rejection" from a probationary promotional position for other than commission of acts of misconduct as defined by the CITY's rules (for example, for failing to meet performance standard) is not contestable disciplinary action and is not subject to challenge/appeal or any other challenge. The Chief of Police reserves the right to extend the probationary period based on the performance of the essential functions of his/her position.

## **SECTION 10. VOLUNTARY DEDUCTIONS**

As a convenience to employees, the CITY will, upon submission to the Finance Department of written authorization by the employee, make voluntary payroll deductions for Association dues and will remit these deductions to the Association. Any voluntary deduction authorization may be revoked at any time by the employee by submitting to the Finance Department a written request to cancel any such deduction.

## **SECTION 11. 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; exercise complete control and discretion over its organization and the technology of performing the work; and all the rights, powers and authority exercised or held by it prior to this MOU, except as expressly limited by this Agreement.

The rights of management include, but are not limited to, set standards and level of services; determine the procedures and standards of selection for employment; assign work to and direct its employees; determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons; determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the CITY will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation; determine methods of financing; determine the size and composition of the work force and allocate and assign work by which the CITY operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all CITY functions; make all decisions relating to merit, necessity or organization of CITY service; discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws; establish employees performance standards including but not limited to, quality and standards, and to require compliance therewith; take 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.

## **SECTION 12. NO STRIKE PROVISIONS**

The Association, its officers, agents, representatives and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout and work stoppage while this Agreement is in effect.

Any employee who participates in any of the conduct prohibited by this section shall be subject to discipline up to and including termination by the CITY.



In the event of such activities, the Association shall immediately instruct any persons covered by this MOU who are engaging in such conduct that they are violating this Agreement and to resume performance of their job duties.

### **SECTION 13. DEMOTIONS**

A represented employee who does not successfully complete probation and receive a permanent appointment to a position to which the employee was promoted shall be permitted to return to the position and status held prior to promotion.

### **SECTION 14. PROMOTIONS**

To be eligible to apply for a promotional opportunity, represented employees must meet all of the minimum eligibility requirements of the promotional position, must have at least five (5) years of service as a sworn police officer position in law enforcement AND must have successfully completed the probationary period in their current position as of the date of their application. These requirements may be suspended in the event of an emergency or when there is a lack of at least three eligible candidates.

The CITY agrees that all promotions in rank shall result in an increase of at least five percent (5%) over the employee's previous salary, which includes base salary and any special assignment pay. Temporary Assignment Pay and other Assignment Pay will not be part of this calculation.

### **SECTION 15. LAYOFF PROCEDURES**

- 15.1 In the event of a reduction in the work force, the employee in the classification being reduced with the least seniority in that class shall be laid off first.
- 15.2 No new employee shall be hired into the classification reduced within two years of the layoff until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired to the classification held at the time of the separation and in reverse order of their layoff or demotion.
- 15.3 Seniority shall be based on the employee's identification number, with the lower serial number being ranked higher in seniority.
- 15.4 Seniority shall not accrue during periods of layoff.

- 15.5 Employees to be laid off shall be provided 21 days advance written notice of the pending action.
- 15.6 Employees to be laid off who have held permanent status in another classification may bump employees in the other classification if they have more seniority in that classification.

## **SECTION 16. GRIEVANCE PROCEDURES**

- 16.1 Matters Subject to the Grievance Procedures. A grievance is a complaint by an employee or the employee's association that the employee has been adversely affected due to a misinterpretation or misapplication of this Agreement, any other work rules, conditions of employment or regulations of the CITY or department or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this Agreement and are not subject to the procedures of this section.
  - 16.1.1 No punitive action will be assessed against an employee for utilizing the grievance procedure.
  - 16.1.2 In a hearing or meeting with the supervisor, department head or city manager called to resolve a grievance, a maximum of two employees, or Association representatives, who may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
  - 16.1.3 The preparation of grievances shall not unreasonably interfere with the employees' regularly assigned duties. At any stage of the grievance process, both parties are entitled to representation.
- 16.2 Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department.

- 16.3 Formal Grievance Procedures. If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the Chief of Police within 14 calendar days after receipt of the decision at the informal grievance step. The Chief shall meet with the employee and/or the employee's designated representative within seven calendar days after receipt of the written grievance. The Chief shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within seven calendar days after meeting with the employee.
- 16.4 Appeal Procedures. If the employee disagrees with the decision reached by the Chief of Police, the employee may present an appeal in writing to the City Manager within 14 calendar days after the employee's receipt of the Chief's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within 14 calendar days. Within 10 calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative.
- 16.5 Binding Arbitration. If the employee disagrees with the decision reached by the City Manager, they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The CITY shall request a list of seven (7) arbitrators, who are licensed as attorneys in the state of California, from the State Mediation and Conciliation Services. The CITY and employee shall conduct a call to strike. The parties shall flip a coin to determine which party shall strike first. Arbitration decisions shall be binding.
- 16.5.1 The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any witness that are not employed by the CITY that may be called on to testify. Employees of the CITY will be released from work without loss of compensation to attend the arbitration hearing.

- 16.5.2 The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously. This includes issues that have not been raised and considered at the earlier steps of the grievance.
- 16.5.3 Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or CITY policy.
- 16.6 Extension of Time Limits. All time limitations imposed by the grievance procedures described in this section may be extended only by mutual written agreement between the CITY and the employee.

## **SECTION 17. DISCIPLINARY AND APPEALS PROCEDURES**

- 17.1 Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct.
- 17.2 Applicability of Discipline. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the Association shall have rights to the notice and hearing requirements set forth in this section.
- 17.3 Discretion in Disciplinary Action. The City Manager, Chief of Police, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.
- 17.4 Personnel Record. No officer shall have any comment adverse to his/her interest entered in their official personnel file, without the officer having first read and signed the document containing the adverse comment indicating he/she is aware of such comment. If after reading the document the officer refuses to sign it, that fact shall be noted on that document, and signed or initialed by the supervisor and the document will be placed in the personnel file.
- 17.5 Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:
  - 17.5.1 Oral admonishment
  - 17.5.2 Directive Memorandum
  - 17.5.3 Corrective Memorandum

- 17.5.4 Written reprimand
- 17.5.5 Suspension
- 17.5.6 Reduction in salary
- 17.5.7 Demotion
- 17.5.8 Dismissal
- 17.6 Oral Admonishment. Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior.
- 17.7 Directive Memorandum. When oral communication has not been sufficient, a directive memorandum can be issued to inform and direct the employee in writing how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.
- 17.8 Corrective Counseling/Memorandum. A pre-disciplinary formal counseling process which includes a dialogue between the supervisor and the employee that results in a corrective memorandum issued to the employee which informs the employee that even after previous direction, a task is still being completed incorrectly. The memorandum requires correction of performance.
- 17.9 Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within 30 calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee. Such written reprimand shall be subject to appeal in accordance with this section.

- 17.10 **Loss of Pay or Suspension without Pay.** When the employee's undesirable conduct has been continuous or repeated, and lesser penalties are inadequate or have proved ineffective, the chief of police may impose a loss of pay or suspension without pay. Such loss of pay or suspension shall occur only after the notice procedures specified in subsection 17.14 have been complied with and shall be subject to appeal in accordance with this section.
- 17.11 **Reduction in Salary.** In lieu of, or in addition to other forms of discipline, when facts justify, the Chief of Police may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or permanent, as specified by the Chief of Police. Any reduction in salary shall be subject to the notice procedures specified in subsection 17.14 and shall be subject to appeal in accordance with this section.
- 17.12 **Demotion.** When the employee's undesirable conduct has been continuous or repeated, and lesser penalties are inadequate or have proved ineffective, the Chief of Police may impose a demotion. The demotion shall occur only after the notice procedures specified in subsection 17.14 have been complied with and shall be subject to appeal in accordance with this section.
- 17.13 **Dismissal.** When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests, or for other good cause, the chief of police shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified in subsection 17.14 and shall be subject to appeal in accordance with this section.
- 17.14 **Pre-disciplinary Procedures.** An employee being considered for any discipline involving loss of time or wages shall be insured due process through pre-disciplinary measures described in this section.
- 17.15 **Written Notice.** Written notice of any proposed disciplinary action shall be given the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of

misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

- 17.16 **Employee Response.** An employee is entitled to a reasonable time, not to exceed 14 calendar days, to answer a notice of proposed discipline. The Chief of Police may grant an extension of the response period if the employee can demonstrate the need. Should an employee respond, the Chief of Police shall consider the response in reaching a decision or a disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Chief of Police. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

- 17.17 **Chief of Police Response.** The Chief of Police shall provide a written answer to an employee's response at the earliest practical date, not to exceed 14 calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The

answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The discipline shall become effective after the First Appeal Hearing by the City Manager or their designee as outlined in subsection 17.18. Any time extensions for filing an appeal shall be permitted only with the consent of the Chief.

**17.18 Appeal of Disciplinary Actions.** Any employee may appeal imposition of discipline within 14 calendar days after the receipt by the employee of the Chief's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

**17.19 First Appeal Hearing.** Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within 30 calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar day's written notice to the affected employee, and any such person requesting same, of the time and place of such hearing. The hearing may be open to the public or closed at the employee's option. The appealing employee may appear personally and represent himself/herself or be represented by another of the employee's choosing.

**17.19.1** During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the City Manager, in their discretion and for good cause, otherwise directs.

**17.19.2** No photography, still or motion shall be taken in the hearing room during the hearing.

**17.19.3** The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important in reaching a fair and proper decision.

**17.19.4** The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The Police Department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The affected employee may present oral or documentary evidence and may cross-examine any witness called by the



department. The appellant may make an opening statement on the employee's behalf. The department's representative may cross-examine any witness called by the employee. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the employees.

- 17.19.5 The City Manager shall not be bound by technical rules of evidence.
- 17.19.6 The City Manager shall have the authority to issue subpoenas to compel the appearance of witnesses or production of documents.
- 17.19.7 The City Manager may, at the manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the employee.
- 17.19.8 The employee shall be entitled to copies of any relevant material as guaranteed by Penal Code section 135.5.
- 17.20 **Findings and Decisions.** The City Manager shall, within 14 calendar days after the conclusion of the hearing, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the proposed action of the Chief of Police is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented; the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the employee's personnel file. Should the City Manager find that any or all of the charges are supported, the City Manager shall affirm, overrule or modify in whole or in part the Chief of Police proposed disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the affected employee and the employee's designated representative. The decision shall indicate the effective date of any discipline imposed.
- 17.21 **Employee Status During Pre-Disciplinary Period.** Except as otherwise provided an employee against whom disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period. When circumstances are such that

retention of the employee on active status may result in damage to CITY property or may be detrimental to the interests of the CITY or injurious to the employee, fellow employees or the public, the Chief of Police may, following discussion with the employee, or at the employee's option, temporarily assign the employee to duties in which these conditions do not exist or place the employee on paid suspension until proceedings are concluded or circumstances causing the suspension change. Such action shall not be inconsistent with Section 3303 of the California Government Code.

- 17.22 **Time Limits.** All time limitations of this section may be extended or shortened only by mutual agreement of the parties.
- 17.23 **Second Appeal-Binding Arbitration.** If the employee disagrees with the decision reached by the City Manager, they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The CITY shall request a list of seven (7) arbitrators, who are licensed as attorneys in the state of California, from the State Mediation and Conciliation Services. The CITY and employee shall conduct a call to strike. The parties shall flip a coin to determine which party shall strike first. The arbitrator's decision shall be final, except that either side may seek review of the arbitrator's determinations pursuant to the Code of Civil Procedure section 1094.5. If 1094.5 review is sought by either party, the arbitrator shall prepare the administrative record for review by the Superior Court.
- 17.23.1 The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any non-City witness that may be called on to testify.
- 17.23.2 Employees of the CITY will be released from work without loss of compensation to attend the arbitration hearing. The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously.

- 17.23.3 Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or CITY policy.
- 17.23.4 During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the arbitrator, in his or her discretion and for good cause, otherwise directs.
- 17.23.5 No photography, still or motion shall be taken in the hearing room during the hearing.
- 17.23.6 The arbitrator, prior to or during a hearing, may grant a continuance for any reason deemed to be important in reaching a fair and proper decision.
- 17.23.7 The arbitrator shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The Police Department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The affected employee may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the employee's behalf. The department's representative may cross-examine any witness called by the employee. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the employees.
- 17.23.8 The arbitrator shall not be bound by technical rules of evidence.
- 17.23.9 The arbitrator shall have the authority to issue subpoenas to compel the appearance of witnesses or production of documents.
- 17.23.10 The arbitrator shall be entitled to copies of any relevant material as guaranteed by Penal Code section 135.5.

## **SECTION 18. SALARIES**

### **18.1 Salary Increases - Compensation**

- 18.1.1 Year 1: Effective the pay period inclusive of July 1, 2024, Association members shall receive a 4% salary increase.

- 18.1.2 Year 2: Effective the pay period inclusive of July 1, 2025, Association members shall receive up to a 5% salary increase including:
- 18.1.2.1 4% base salary increase; AND
  - 18.1.2.2 0.5% Base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000\*; OR
  - 18.1.2.3 1% Base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000\*.
- 18.1.3 Year 3: Effective the pay period inclusive of July 1, 2026, Association members shall receive up to a 5% salary increase including:
- 18.1.3.1 4% base salary increase; AND
  - 18.1.3.2 0.5% Base salary increase (4.5% total) if prior fiscal year revenue exceeds estimated revenue by \$500,000\*; OR
  - 18.1.3.3 1% Base salary increase (5% total) if the prior fiscal year revenue exceeds estimated revenue by \$1,000,000\*.

\*Revenue based salary increase provided in the event property tax and sales tax revenue exceeds budget estimates, excluding Measure DD Quality of Life taxes and one time sales tax collections.

18.2 Appointment and Advancement.

- 18.2.1 Step 1 is the normal starting rate of pay. An employee shall serve twelve months in this class before becoming eligible for advancement to Step 2. Thereafter, the employee shall serve one year in a step prior to eligibility for advancement to the next step.
- 18.2.2 At the discretion of the Chief of Police, a new employee may be appointed at a higher step, in which case the employee must serve one year before becoming eligible for a step advancement.
- 18.2.3 Step advancements shall be granted upon a Meets Standards employment evaluation.
- 18.2.4 When a normal step advance is denied, it may be reconsidered at any time, and if advancement occurs, the employee shall serve one year in the new step before becoming eligible for advancement to the next step.

## **SECTION 19. OTHER COMPENSATION**

### **19.1 Assignment Pay.**

- 19.1.1 The CITY will pay special assignment pay equal to five percent (5%) of base pay for the following special assignments:
  - 19.1.1.1 Motor Officer
  - 19.1.1.2 Detective
  - 19.1.1.3 Traffic
  - 19.1.1.4 School Resource Officer
  - 19.1.1.5 Homeless Liaison Officer
  - 19.1.1.6 Special Enforcement Team (SET) Detective
  - 19.1.1.7 Problem Oriented Policing (POP) Officer
  - 19.1.1.8 Task Force Detective
  - 19.1.1.9 Canine Officer
- 19.1.2 When receiving Special Assignment Compensation for any additional assignment other than the Field Training Officer assignment, the member shall receive an additional 2%, not to exceed a total of 7%.
- 19.1.3 Represented employees who hold the job classifications of police, patrol officer, or police patrol corporal, who are designated as an acting patrol sergeant in the absence of another on-duty operations division sergeant for at least one hour of a shift shall receive an additional hour of compensation at the rate of time and one-half for that shift. If the assignment is one day or longer the employee shall receive Temporary Assignment Pay.
- 19.1.4 Special assignments shall be 3 years in length as of July 1, 2024. Assignments can be extended at the discretion of the Chief of Police based on department needs. Involuntary removal from a Special Assignment prior to the assigned end date shall be appealable pursuant to the disciplinary procedures outlined in this MOU. However, upon request from employee and approval from Chief of Police, the voluntary removal from a Special Assignment is allowable. Those appointed to specialty assignments prior to July 1, 2024, will retain their original five (5) year

minimum assignment with extensions provided at the discretion of the Chief of Police.

- 19.1.5 The parties agree that the Special Assignment Pay for the above assignments is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571.1(b)(3).

19.1.6 Canine Handlers.

The parties acknowledge that the Fair Labor Standards Act (FLSA); which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The FLSA also allows the parties hereto to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties to fully comply with the requirements of the FLSA.

The canine handler shall be compensated for appropriate time spent in the care, feeding, grooming and other needs of the dog as provided in the Fair Labor Standards Act (FLSA) and as addressed by *Levering v. District of Columbia*, 869 F. Supp. 24 (D.D.C. 1994) and *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004).

Employees assigned to work as canine officers who routinely and consistently handle, train, and board the canines; while off-duty, are entitled to compensation for such activities. It is estimated that a canine officer works an average of fourteen (14) hours per twenty-eight (28) day work period for off duty-care, feeding, and maintenance of the canine, as required in said assignment. This is calculated in the following manner: 30 minutes per day x 7 days per week = 3.5 hours per week.

Employees assigned to work as Canine Officers shall receive compensation for the fourteen (14) hours per 28-day work period paid at one and one-half times their regular rate of pay. This pay will be for off-duty canine responsibilities and shall not be reported to CalPERS as special compensation.

Employees assigned to work as canine officers who are required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence; which causes a substantial increase in the normal off-duty work hours for the month, shall submit a written request to the Chief of Police or the Chief's assigned designee for the additional compensation for the hours spent performing such work. This pay for extraordinary off-duty canine care shall not be reported to CalPERS as special compensation.

19.1.7 Field Training Officers.

- 19.1.7.1 Police Corporals shall serve as Field Training Officers (FTO) as part of their regularly assigned duties and will not receive additional FTO pay.
  - 19.1.7.2 Police Officers serving as FTOs will receive an additional five percent (5%) of base salary for each day they are actively training. FTO assignments outside of the Police Corporal classification will be based upon operational need as approved by the Chief of Police.
  - 19.1.7.3 Prior to the establishment of the Police Corporal classification, Police Officers assigned as FTOs will be compensated as follows:
    - 19.1.7.3.1 The City will pay FTO assignment pay equal to three percent (3%) of base salary, except during the duration of training period, at which time the FTO special assignment pay shall be an additional two percent (2%) of base salary for a period of not less than the pay period applicable to the assignment.
  - 19.1.7.4 Police Officers who are in good standing, certified and serving as FTOs on or before July 1, 2024, will continue to receive FTO assignment pay equal to three percent (3%) of base salary, except during the duration of training period, at which time the FTO special assignment pay shall be an additional two percent (2%) of base salary for a period of not less than the pay period applicable to the assignment.
- 19.1.8 The CITY agrees to meet and confer regarding additional compensation for special assignments that are created in the future.

19.2 Detective On Call Duty.

To ensure adequate response for incidents requiring the services of a detective, an on-call program has been established. During each seven (7) day period, one detective at the rank of police officer or police corporal, shall be assigned as "on-call". For the duration of this on-call period, that detective shall make him/herself available 24 hours per day for call out purposes. The on-call assignment shall be rotated. The on-call detective shall be able to respond to calls within ninety (90) minutes of being contacted by cell phone or text. In addition, employees on-call shall maintain a state of mental alertness identical to that which is required for the performance of their regular duties. On call employees who are not in a condition to respond to calls for service or who fail to respond to a cell phone call or text shall be subject to discipline.

Employees assigned the on-call status shall be compensated 1 (one) hour of straight time pay for every day on-call for regularly scheduled workdays and 2 (two) hours of straight time pay every day for days on call that are regular days off.

19.3 Bi-lingual Pay

The CITY has established a bi-lingual program which will provide an additional three percent (3%) of base pay for eligible members of the Association who are fluent in a qualified language. The 3% bilingual pay shall be calculated on base salary. The number of members to be eligible shall be determined by the CITY. To become qualified an employee must be certified by the City Manager or their designee after the employee successfully passes a verbal conversation examination established by the CITY in cooperation with the Association.

The parties agree that the Bilingual Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571.1(b)(3).

19.4 Promotions

The CITY agrees that all promotions in rank shall result in an increase of at least five percent (5%) over the employee's previous salary which includes base salary and any special pay. Temporary Assignment Pay and other Assignment Pay will not be part of this calculation.



## 19.5 Temporary Assignment Pay

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to reassign the duties of an authorized position to another employee. When such assignments require the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- 19.5.1 Approval Required. Upon the recommendation of the department head, an employee may temporarily be assigned to a higher-level classification provided that:
  - 19.5.1.1 The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
  - 19.5.1.2 The employee is called upon to perform a substantial amount of the duties of the higher-level position and the duties of the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Chief of Police.
  - 19.5.1.3 The employee possesses the minimum qualifications to perform the work of the higher-level position.
- 19.5.2 Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of at least five per cent (5%) over the employee's previous salary, which includes base salary and any special pay or the "A" Step of the higher-level position, whichever is greater, for the duration of the temporary assignment.

## 19.6 Longevity Pay

Employees shall be paid an additional percentage of base pay for retention purposes as follows:

- 19.6.1 Additional 3% of base pay for 10 years of service with the CITY.
- 19.6.2 Additional 4% of base pay for 15 years of service with the CITY.
- 19.6.3 Additional 5% of base pay for 20 years of service with the CITY.
- 19.6.4 Longevity pay shall not exceed 12% of base pay.



#### 19.7 Shift Differential

Employees specifically assigned to the graveyard shift as their regular work schedule will receive 3% of base pay differential. The differential does not apply to those that are assigned to a daytime or swing shift as their regular schedule who work a graveyard shift.

### **SECTION 20. DEFERRED COMPENSATION AND ANNUAL RETENTION BONUS**

- 20.1 The CITY shall contribute \$3,000 per year into each member's deferred compensation account. Contributions shall be made into the employee's deferred compensation account per pay period.

### **SECTION 21. VACATION LEAVE**

- 21.1 All employees covered by the terms and conditions of this Memorandum shall accrue Vacation leave per the following schedule:

21.2 **POLICE OFFICERS AND POLICE CORPORALS**

Basis of Accrual. New sworn employees shall begin accrual of vacation leave effective their first day of employment at a rate of 3.08 hours per pay period. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 440 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 440 hours, any excess hours above four hundred forty (440) hours will be automatically cashed out by the CITY at the employee's base rate of pay as of June 30 of that year. Payment shall be made no later than July 31st.

- 21.2.1 Vacation leave for employees hired after achievement of full staffing, and no later than June 30, 2022, of the police department shall be accrued as follows:

Years of Service	Vacation Hours per pay period	Hours per year
0-3	3.08	80
4	4.62	120
5	6.15	160
10+	7.69	200

- 21.2.2 Vacation leave for employees hired prior to achievement of full staffing, and no later than June 30, 2022, of the police department shall be accrued as follows:

Years of Service	Vacation Hours per pay period	Hours per year
0-6	3.08	80
6-10	6.15	160
10-15	7.69	200
15+	9.23	240

- 21.2.3 Vacation accrual for employees hired prior to achievement of full staffing, and no later than June 30, 2022, shall include years of service from the employee's prior agency.
- 21.3 The maximum amount of scheduled Vacation leave time that may be taken shall be thirty (30) working days in a calendar year unless used for sick leave or other protected leave purposes. Additional Vacation leave for exceptional situations may be granted on a case-by-case basis by the City Manager or their designee.
- 21.4 A minimum of (forty) 40 hours of Vacation leave must be used each calendar year by the employee.

- 21.5 Vacation leave may be accrued up to a maximum four hundred and forty (440) hours. As of July 1st, of each year, an employee shall have no more than a maximum of four hundred forty (440) hours of accrued and unused Vacation Leave. Any excess hours above four hundred forty (440) hours will be automatically cashed out by the CITY at the employee's base rate of pay as of June 30 of that year. Payment shall be made no later than July 31st.
- 21.6 Earned and accrued Vacation leave may be taken before the completion of the first year of service with the approval of the City Manager or their designee. Vacation leave may be taken for the purpose of sick leave after completion of ninety (90) days of CITY service and does not require City Manager approval.
- 21.7 Vacation Postponement. If an employee does not utilize their Vacation Leave for the purposes of vacation in any calendar year, the employee may, subject to approval of the City Manager, be allowed such vacation leave during the succeeding calendar year. In no event, however, shall any employee's vacation leave with pay exceed thirty (30) working days in any calendar year.
- 21.8 Vacation Leave Limits
- 21.8.1 Maximum Accumulation of Vacation Leave
- As of July 1st, of each year, an employee shall have no more than a maximum of four hundred forty (440) hours of accrued and unused Vacation Leave. Any excess hours above four hundred forty (440) hours will be automatically cashed out by the CITY at the employee's base rate of pay as of June 30 of that year. Payment shall be made no later than July 31st.
- 21.9 Vacation Leave Usage
- Employees must use at least (40) hours of Vacation Leave during each fiscal year. Department Directors are responsible for arranging leave schedules so that adequate personnel are available to carry on the necessary CITY work.
- When practicable, employees should be permitted to schedule Vacation Leave at times most acceptable to the employee. Vacation times shall be arranged according to seniority.

21.10 Vacation Cash Out

- 21.10.1 During each fiscal year (July 1 through June 30), but no later than June 15, an employee may request that the CITY buy back accrued and unused Vacation Leave from the employee's account according to the following schedule:

Annual Leave Used During Preceding 12 Months	Maximum Buy-Back
40 Hours	120 Hours
60 Hours	140 Hours
80 Hours	160 Hours

- 21.10.2 The employee must have sufficient hours of earned and unused Vacation Leave credits.
- 21.10.3 After the buy-back, there must be a minimum of eighty (80) hours of earned and unused Vacation Leave credits remaining in the employee's account.
- 21.11 Unused Vacation Leave. Any employee who is eligible for Vacation leave benefits and terminates his or her employment with the CITY will be paid for any unused Vacation leave hours.
- 21.12 Length of Leave. Use of Vacation leave in excess of eighty (80) consecutive hours will require the approval of the Chief of Police, or his/her designee, except for usage as qualified sick leave or other protected leaves.
- 21.13 When an employee is absent from work due to illness or a health-related reason, said leave periods shall utilize Vacation leave with pay. In the event of absences due to illness or injury where the absence is for one work week or more, the department head, in consultation with the Human Resources Manager, shall require a physician's statement indicating the employee's fitness to return to work when the sick leave absence due to personal illness or injury, exceeds three (3) consecutive workdays.
- 21.14 Vacation leave shall be scheduled on a seniority basis, with the most senior members in each represented classification having first preference of dates for leave.

## 21.15 Use of Vacation Leave as Sick Leave

### 21.15.1 **Personal Sick Leave:**

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care for treatment of a health condition), or preventive care, said leave time shall be taken and paid from accrued Vacation Leave and/or the employees Sick Leave Bank.

### 21.15.2 **Family Sick Leave:**

When an employee is absent from work, or needs a leave of absence, due to illness or injury or health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care of a qualified family member, said leave time shall be taken and paid from accrued sick Leave.

For the purpose of Family Sick Leave, a qualified family member means the employee's child (includes any age or dependency status, or for whom the employee is a legal ward of or stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

### 21.15.3 **Other Statutory Use:**

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

21.15.3.1 Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).

21.15.3.2 Obtain medical attention or psychological counseling: services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

## **SECTION 22. SICK LEAVE BANK**

22.1 Sick leave with pay shall be accrued at the rate of four (4) hours bi-weekly, which accumulates to 104 hours annually. Accumulation shall be unlimited.

- 22.1.1 At the time of an employee's retirement from the CITY, employees with continuous CITY employment of ten (10) years or more shall be eligible to receive a payment of 25% of the unused sick leave in the sick leave bank at the employee's then rate of compensation. Employees with continuous CITY employment of fifteen (15) years or more shall be eligible to receive payment for 50% of the unused sick leave in the sick leave bank. Employees with continuous CITY employment of twenty (20) years or more shall be eligible to receive payment for 75% of the unused sick leave in the sick leave bank.
- 22.1.2 Alternatively, employees may opt to convert unused sick leave to retirement credit as applicable under retirement provisions.

### **SECTION 23. HOLIDAY LEAVE**

23.1 The approved CITY holidays shall be as follows:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Jr. Day)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The fourth Friday in November (day after Thanksgiving Day)
- December 24 (Christmas Eve)
- December 25 (Christmas Day)
- December 31 (1/2-day CITY closes at noon)
- Floating Holiday (9 hours to be used by the employee with Chief of Police approval during the fiscal year, July 1 – June 30).



- Wellness Day (hours commensurate with employee's shift to be used by the employee with Chief of Police approval during the fiscal year, July 1 – June 30).
- 23.2 Any Wellness Day hours not used during the calendar year shall be lost with no compensation.
- 23.3 The holiday will be the day observed unless the holiday falls on the weekend. Friday shall be the holiday when the actual legal holiday falls on a Saturday, and Monday shall be the holiday when the actual holiday falls on a Sunday for the holidays listed in paragraph 2 of this section. When a holiday is designated for a Friday when City Hall is closed, the preceding Thursday shall be the holiday.
- 23.4 Holiday Pay Options:
- 23.4.1 Employees will receive a bank of 112.5 hours of holiday hours during the first full pay period following July 1, 2024. The employee will be required to schedule a period of 40 holiday leave hours during the fiscal year between July 1 and June 30.
- 23.4.2 A maximum of 80 holiday hours may be cashed out on the last pay period of the fiscal year. Any hours remaining in employee's holiday bank exceeding 80 hours shall be lost with no compensation.
- 23.4.3 If an employee separates from employment they will only be compensated for actual earned and unused holidays. The remaining hours will be eliminated from the employee's holiday bank.
- 23.4.4 All full-time employees listed in subsection 23.4.4.1 shall be entitled to leave on the above holidays at full pay when such holidays occur within their regular assigned work week, provided the employee is in a paid status. Nothing in this section shall be interpreted to prohibit an employee in the listed assignments from working on a scheduled holiday in lieu of utilizing their holiday bank.
- 23.4.4.1 Assignments referenced in section 4 include:
- Traffic Division
  - Detective Bureau
  - Problem Oriented Policing (POP)

- Special Enforcement Team (SET)
- School Resource Officer (SRO)
- Homeless Liaison
- Task Force Members
- Community Behavioral Assessment Team (CBAT)

23.4.5 Employees who did not receive a holiday bank on July 1, 2024, will start with a prorated holiday bank. CITY authorized holidays listed within this Memorandum of Understanding which have already occurred will be deducted from the holiday bank allotment.

## **SECTION 24. RETIREMENT**

The CITY shall provide the following retirement through CalPERS for covered employees:

- 24.1 2.7% at 57 Retirement formula (G.C. Section 7522.25)
- 24.2 Final Compensation based on the average compensation earnable for the highest consecutive 36-months period. (G.C. Section 7522.32(a))
- 24.3 The employee shall pay the mandated employee contribution, which is currently 50% of normal costs.

The CITY shall adopt a resolution pursuant to Internal Revenue Code 414(H)(2) such that, to the extent permitted by law, the retirement contributions herein shall be on a pre-tax basis.

## **SECTION 25. OVERTIME**

- 25.1 Compensation. Overtime shall be compensated at the rate of time and one-half the employee's regular rate of pay (base rate plus special compensation) for all hours actually worked in excess of the regularly-scheduled work shift and/or 80 hours in the pay period. Pursuant to Section 7(k) of the Fair Labor Standards Act, the work period for sworn law enforcement officers represented by the Association consists of a series of recurring fourteen-day (14) periods, which coincide with the fourteen-day (14) shift schedules. The work period for all shifts shall consist of the same fourteen-day (14) period. The use of vacation, sick, holiday and compensatory leave shall be considered

hours worked in determining overtime hours during a pay period, but not during a shift. All hours worked in conjunction with special activities that are reimbursed by a third party will be paid at the rate of time and one-half.

- 25.2 Compensatory Time. In lieu of overtime pay, an employee, at the employee's option, may be compensated with compensatory time off (CTO) at the rate of one and one-half times the employee's regular hourly rate of pay. An employee may accumulate a maximum of 120 hours of compensatory time. Once an employee accrues 120 hours of compensatory time, any additional overtime hours will be paid to the employee in the pay period earned. Employees will not be allowed to accrue compensatory hours beyond the 120-hour maximum.
- 25.3 Overtime Restrictions. Employees are generally restricted to forty-eight hours of voluntary overtime per pay period and must have at least eight (8) hours off duty during any twenty-four (24) hour period. "Voluntary" pertains to all overtime that does not result from a supervisory order, subpoena, or other legal mandate, or from circumstances outside the employee's control (i.e., late arrest/call for service, etc.). Additionally, employees are generally restricted to sixteen (16) consecutive working hours regardless of the nature of the work (straight time or overtime.) These restrictions may be waived by the Chief of Police or their designee.
- 25.3.1 Twice yearly (in June and December) represented may request a cash-out of their accumulated CTO. These requests shall be made in writing to the Finance Department via the chain of command.
- 25.3.2 An employee who has accrued CTO shall, upon termination, be paid for all unused compensatory time. This pay-out shall be at the employee's final regular rate of pay.
- 25.4 Court Assignments. The CITY shall pay a minimum of four hours at the rate of time and one-half of the employee's regular rate of pay for authorized time spent on court assignments, including court appearances as well as being placed on-call for such appearances, outside the scheduled work shift and an additional two (2) hours of pay if on standby in the p.m.

- 25.4.1 Payment for Court Assignments shall begin one-half hour before the indicated subpoena time. This one-half hour shall be considered prep time which shall include travel to the court and obtaining necessary evidence and reports.
- 25.4.2 Court Assignment shall include payment for lunch breaks as directed by the Court.
- 25.4.3 Court Assignment shall include time spent returning to the Meniffee Police Department.
- 25.4.4 If a represented employee returns directly to their residence from Court the Court Assignment pay shall cease when the employee leaves the Court. If the employee must return evidence to the Meniffee Police Department, court assignment will end upon return to the Meniffee Police Department
- 25.4.5 Eligibility for court minimum compensation under this MOU shall require the represented employee to exercise a good faith and timely effort to check the status of their subpoenaed case to ensure their appearance is still required. This may be accomplished by checking case status via the Riverside County Court website at <http://www.riverside.courts.ca.gov/>. "Good faith and timely" is defined as occurring after 5:00 pm the court day prior to the subpoenaed appearance date (excluding court holidays.)
- 25.5 Call-back Assignments. The CITY shall pay a minimum of four hours at the rate of time and one-half to employees called back to work at times other than their scheduled shifts.
- 25.6 Work Schedules Defined. Work schedules for unit members shall be defined as follows:
  - 25.6.1 **4/10 Work Schedule:** The 4/10 work schedule shall consist of four (4) ten (10) hour workdays exclusive of any assigned meal periods.
  - 25.6.2 **3/12.5 Work Schedule:** The 3/12.5 work schedule shall consist of three (3) twelve and one half (12.5) hour workdays and one (1) ten (10) hour make up day per 28-day pay period cycle, exclusive of any assigned meal periods.
  - 25.6.3 The Chief of Police or their designee has the right to change an employee's schedule with fourteen (14) days' written notice, unless an emergency exists that requires a schedule change. An emergency shall be defined as a circumstance requiring immediate action, a sudden unexpected happening, or an unforeseen

occurrence or condition. It shall not include staffing shortages caused by common occurrences, such as an employee calling in sick, staff reductions due to pre-planned leaves or holidays. Non-emergency schedule changes with less than fourteen (14) days' notice shall result in overtime compensation for the first full shift of the changed schedule. Non-emergency temporary work hour adjustments with less than seven (7) days notice, shall result in overtime compensation for the additional hours worked in excess of the employees' normally scheduled work hours. Nothing is meant to prohibit a schedule change or temporary work hour adjustment as a result of a mutual agreement between the employee and the Chief of Police or the employee's immediate supervisor.

25.6.4 Seniority (as calculated by badge number or years of service with the CITY for employees hired after June 30, 2021) shall be used for shift bidding.

25.6.5 Represented employees shall be eligible to 60 minutes of time for on-duty exercise subject to emergency calls for service and staffing levels.

## **SECTION 26. INSURANCE**

26.1 Medical Insurance. "Cafeteria Plan."

The CITY shall provide a "cafeteria plan" benefit for represented employees.

The CITY shall provide funding for medical and related expenditures as follows:

26.1.1 The City of Menifee is a contracting agency for participation under PEMHCA. Government Code §22892 provides for the minimum employer contributions to allow enrollment in the Act.

26.1.2 The CITY contribution for health insurance for purposes of the Act shall be the minimum monthly contribution required by PEMHCA and shall be adjusted to correspond with the changes in the minimum employer contribution ("MEC") requirements.

26.1.3 In addition to the monthly MEC, as that number may from time-to-time change, the CITY shall fund a Section 125 cafeteria plan on behalf of each employee in the following amounts:

- 26.1.3.1 One Thousand Five Hundred dollars (\$1,500.00) per month for employee only, One Thousand Eight Hundred Fifty dollars (\$1,850.00) per month for employee +1 and One Thousand Nine Hundred and Fifty dollars (\$1,950.00) per month for employee + family.
- 26.1.3.2 Effective January 1, 2025, the contribution for employee + family will increase to Two Thousand One Hundred dollars (\$2,100.00) per month.
- 26.1.3.3 Effective January 1, 2026, the contribution for employee + family will increase to Two Thousand Two Hundred Fifty dollars (\$2,250.00) per month.
- 26.1.3.4 Effective January 1, 2027, the contribution for employee + family will increase to Two Thousand Four Hundred dollars (\$2,400.00) per month.
- 26.1.4 Employees hired after July 1, 2017, who opt out receive \$14,400 yearly or \$1,200 monthly to be converted into a 457 deferred compensation plan. The amount of deferred compensation contribution shall not be considered as compensation or part of an employee's regular rate of pay for any other purpose, including but not limited to, calculating overtime or calculating CalPERS contributions or benefits.
- 26.2 Flexible Spending Account. The established IRS Section 125 Plan (Flexible Spending Account) allows employees to make pre-tax deductions from their earnings for the purposes of being reimbursed by a third-party administrator for eligible health and dependent care expenses. As part of this plan, the CITY allows employees to make pre-tax deductions from their earnings for the purposes of paying their employee contributions for medical insurance premiums. The CITY will pay all administrative costs for this program.
- 26.3 Vision Plan. The CITY agrees to maintain a vision plan for all represented employees.
- 26.4 Life Insurance  
CITY will provide, at its expense, term life insurance in the amount Seventy-Five Thousand Dollars (\$75,000) for full-time employees in the bargaining unit.
- 26.5 Health Insurance Opt-Out

If a unit employee can provide to the Human Resources Department proof of medical insurance coverage elsewhere (such as through a spouse), then the unit employee may opt out of CITY medical coverage. If the unit employee opts out of CITY medical coverage or does not use the full Cafeteria Plan Allotment, they shall be entitled to receive the unused portion, up to fifty percent (50%) of the monthly medical premiums.

**SECTION 27. EDUCATIONAL ACHIEVEMENT**

Employees who qualify by attaining appropriate educational or professional qualifications not specifically required for their position shall be paid a sum in addition to their base pay in the following amounts:

27.1 Education

- 27.1.1 Bachelor’s Degree.....4%
- 27.1.2 Master’s Degree.....6%

27.2 POST Certificate

Effective July 1, 2024:

- POST Intermediate Certificate .....3%
- POST Advanced Certificate.....5.5%

Effective July 1, 2025:

- POST Intermediate Certificate.....3%
- POST Advanced Certificate.....7%

Effective July 1, 2026:

- POST Intermediate Certificate.....3%
- POST Advanced Certificate.....8.5%

- 27.3 Employees shall not receive more than six (6%) of their base pay for education achievements and eleven and a half percent (11.5%) of their base pay for compounded POST Certificate achievements.
- 27.4 The parties agree that Educational Achievement Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571.1(b)(2).

## **SECTION 28. UNIFORM ALLOWANCE**

- 28.1 Represented employees shall be paid an allowance of \$1,200.00 per year, paid in July of each fiscal year, for the purpose of acquiring and maintaining prescribed uniforms and equipment required for the performance of their duties.
- 28.2 The CITY agrees to provide badges, patches, firearms, holster, duty belt, flashlight, hand cuffs, hand cuff cases, ammunition and ammunition pouch.
- 28.3 For those members assigned as traffic officers, the CITY shall provide the following safety equipment in addition to the uniform allowance.
  - 28.3.1 For Class A wear:
    - 28.3.1.1 Motor Breeches
    - 28.3.1.2 Tall Stack Boots
  - 28.3.2 For Regular wear (Safety Equipment):
    - 28.3.2.1 2 Motoport Field Duty Shirts (Or similar)
    - 28.3.2.2 2 Motoport Air Mesh Pant (Or similar)
    - 28.3.2.3 1 Motoport Air Mesh Jacket (Or similar)
    - 28.3.2.4 1 Shoei Neotec Modular Helmet (Or similar)
    - 28.3.2.5 Boots (Up to \$200 every 2 years for new boots or up to \$100 every 2 years for resoling)
    - 28.3.2.6 Jacket (Up to \$150 toward an approved jacket. Replacement jackets can be requested when current jacket becomes unserviceable)
    - 28.3.2.7 Ball Cap (Department approved ball cap listed in uniform manual) Watch Cap (Department approved watch cap listed in uniform manual)
- 28.4 CITY issued equipment will be replaced as needed when equipment is deemed to be unserviceable following evaluation by a supervisor or personnel designated by the Chief of Police.
- 28.5 Equipment will be regularly evaluated every two years.

## **SECTION 29. TUITION REIMBURSEMENT**

Employees may request and be reimbursed up to Four Thousand dollars (\$4,000) per fiscal year for expenses incurred for tuition, books and fees for college level or job-related courses or degree curricula



upon prior approval of the City Manager. Contact the City's Human Resources Department for more information and forms.

- 29.1 Eligibility. After 12 months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution, provided:
  - 29.1.1 Courses are satisfactorily completed with a grade of C or higher, if applicable.
  - 29.1.2 Appropriate proof of successful completion is submitted to the Personnel Officer.
  - 29.1.3 Courses of instruction will enable the employee to perform present duties more effectively or prepare them for future opportunities into which they could reasonably expect promotion or transfer to with the CITY.
  - 29.1.4 The hours of instruction for the course do not conflict with the employee's regularly scheduled workday.
  - 29.1.5 For purposes of this policy, an accredited educational institution shall be defined as any technical, vocational, college or university that has been accredited by a recognized governmental or professional accrediting body and has been approved by the Personnel Officer.
  - 29.1.6 Employees shall obtain approval of the course from the Chief of Police and the Personnel Officer in advance of taking the course to be eligible for reimbursement. Once completed, reimbursement may be requested by filing the appropriate form along with a copy of the final grade report.
- 29.2 Eligible Costs. Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction. Ineligible for reimbursement are late registration penalties or fees, transportation costs, parking, interest or any other charge not specified in this section.
- 29.3 Reimbursement. As part of the tuition reimbursement request, employees shall agree that upon voluntary termination of employment within 36 months following receipt of a tuition reimbursement, there shall be a deduction from their final paycheck in an amount equal to the tuition reimbursement prorated over the portion of the 36month period remaining to be completed.

### **SECTION 30. DEPLOYMENT OF RESERVE POLICE OFFICERS**

It is not the intent of the CITY to replace full time sworn police officers with reserve police officers for the purpose of maintaining minimum patrol staffing requirements as adopted by the Police Department. Reserve police officers will be used to supplement full time officers, not to displace them. Reserve police officers, however, may be deployed in times of an emergency or when supervisors are unable to find a sufficient number of full-time police officers to meet staffing requirements.

### **SECTION 31. TOTAL COMPENSATION**

In order to attract and retain qualified sworn police employees, the CITY has endeavored to maintain salaries and benefits that are comparable in the local market.

- 31.1 Definition. The combination of salaries and benefits is known as total compensation. CITY and Association agree that total compensation shall consist of salary, insurance premiums (medical, dental, vision, life, long term disability, short term disability, worker's compensation, FICA), leave accruals (vacation, sick, annual, holiday, personal), education/certificate pay, tuition reimbursement, uniform allowance, contributions to cafeteria plan and/or section 125 plan, court pay, bilingual pay, and special assignment pay.
- 31.2 Comparable Cities. CITY and Association agree that, when collecting information regarding total compensation, the following cities will be surveyed: Murrieta, Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Oceanside, Redlands, Riverside County and Ontario. The benchmark position to be surveyed shall be police officer. The survey shall be done annually.

### **SECTION 32. BEREAVEMENT LEAVE**

- 32.1 An employee may use up to five (5) work shifts of paid bereavement leave if required to be absent from work due to the death of a member of the employee's covered family members.
- 32.2 Additional time off may be authorized by the Department Head. Any additional time off will be charged to the employee's accrued annual leave or treated as leave with pay.

32.3 For purposes of this section, the term “covered family member” shall be defined as: spouse, registered domestic partner, child, parent, sibling, grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household as well as an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

32.4 Leave must be used within three (3) months of the date of death.

### **SECTION 33. WORKERS’ COMPENSATION LEAVE**

Employees in the unit are eligible to receive salary continuation in accordance with Labor Code section 4850.

### **SECTION 34. PERFORMANCE EVALUATIONS**

34.1 Performance evaluations shall be completed by a supervisor who directly supervised the employee during the specific rating period. The evaluation shall be completed on the basis of observation and/or knowledge of the employee's work performance.

34.1.1 Comments or information included in the evaluation that are based on observations and/or information gathered from other supervisory personnel shall be attributed to the employee who provided the comments.

34.2 No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the CITY failing to evaluate the affected employee's performance in a timely manner.

34.2.1 However, if an employee who is due a performance evaluation that includes a possible step increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the step increase shall process retroactive to the date of the employee's anniversary date for step increase consideration.

34.2.2 The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be

completed, and the step increase shall be made retroactive to the employee's anniversary date.

## **SECTION 35. RETENTION AND RECRUITMENT INCENTIVE**

### **Annual Retention Payment**

Sworn employees will receive a five thousand (\$5,000) retention incentive payment each year upon their employment anniversary to be paid on the first pay period following their employment anniversary date.

- 35.1 Recruitment Hiring Bonus. Sworn employees shall receive a five thousand (\$5,000) bonus upon their hire.
  - 35.1.1 The first \$2,500 installment will be paid upon hire in the member's first paycheck; and
  - 35.1.2 The second \$2,500 shall be paid when a sworn employee passes training.
- 35.2 This provision will sunset upon ratification of this MOU or upon achievement of full staffing of the police department (whichever comes first). This section can be reinstated, if necessary, at the discretion of the City Manager.

## **SECTION 36. COMPUTER LOAN PROGRAM**

Every non-probationary member shall be entitled to participate in an interest free loan program for the purchase of a computer and related equipment (software, printer, etc.; not to include supplies).

- 36.1 The maximum amount of any individual loan shall be no greater than \$1,000.00 including tax.
- 36.2 The repayment period is not to exceed 1 year and shall be calculated by dividing the total cost by 26 pay periods, with a payroll deduction from each paycheck until fully repaid.
  - 36.2.1 If member separates employment from the CITY prior to full repayment, the total amount due shall be deducted from the member's final paycheck.
- 36.3 The cumulative amount of loans outstanding hereunder shall not exceed \$100,000. The loan shall be upon the terms and conditions established by the CITY.

## **SECTION 37. REOPENERS AND OTHER COMMITMENTS**

- 37.1 Take Home Units. The CITY agrees to develop a department policy regarding the CITY use of take-home vehicles based upon operational need and the availability of vehicles.
- 37.2 Employee Wellness Program. The CITY agrees to maintaining an Employee Wellness Program with a Wellness Committee including representation from the Association, to provide input regarding employee wellness activities which may include (a) healthy programs/classes available at the CITY and (b) annual fitness assessments and health screenings.
- 37.3 Grievance Procedure. The CITY and the Association agree to meet in good faith to revisit potential revisions to the grievance procedure language presented in Section 16 to provide for greater consistency between the Miscellaneous Police Employees Association, the Menifee Police Officers Association, and the Menifee Police Management Association Memorandums of Understanding at the request of the Association.
- 37.4 Disciplinary and Appeals Procedures. The CITY and the Association agree to meet in good faith to revisit possible changes to the disciplinary and appeals procedures language presented in Section 17 to provide for greater consistency between the Miscellaneous Police Employees Association, the Menifee Police Officers Association, and the Menifee Police Management Association Memorandums of Understanding at the request of the Association.
- 37.5 Police Corporal. The City agrees to establish the Police Corporal classification beginning July 1, 2025 with the number of positions determined by operational need.
- 37.6 No changes, other than those already agreed to above, will be implemented without the parties' mutual agreement.

## **SECTION 38. RATIFICATION AND IMPLEMENTATION**

Representatives of management for the CITY and representatives of the Association have met on a number of occasions and have conferred in good faith, and exchanged proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee members represented by the Association.

The CITY representatives and the representatives of the Association have reached an understanding as outlined in this MOU, which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact any necessary amendments to City Ordinances or Resolutions consistent with this MOU.

[Signatures on following page]

**CITY OF MENIFEE**

By: \_\_\_\_\_  
Armando G. Villa, City Manager

By: \_\_\_\_\_  
Joseph Larson, Deputy City Attorney

**MENIFEE POLICE OFFICERS ASSOCIATION**

By: \_\_\_\_\_  
Anthony Clay, MPOA President

By: \_\_\_\_\_  
Onyemauche Garcia, MPOA Vice President

By: \_\_\_\_\_  
Alberto Balcazar, MPOA Board Member

By: \_\_\_\_\_  
Adan Ochoa, MPOA Board Member