

MEMORANDUM OF UNDERSTANDING

Between

THE REPRESENTATIVES OF THE CITY OF ANDERSON

and

**THE REPRESENTATIVES OF THE
ANDERSON POLICE OFFICERS ASSOCIATION**

**AFFILIATED WITH
PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA**

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 19th day of November, 1985, by and between the representatives of the CITY OF ANDERSON (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the City, and the representatives of the Anderson Police Officers Association affiliated with PORAC (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Association,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the City, the Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the City,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1

Preamble

1.1 This Memorandum of Understanding supersedes and replaces all previous Memoranda of Understanding and Letter Agreements between the parties as well as all previous Minute Orders, Resolutions and Ordinances of the City Council which are in conflict with this Memorandum of Understanding.

1.2 The parties acknowledge the provisions of Chapter 10 (Sections 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

1.3 The parties acknowledge the provisions of Chapter 9.7 (Sections 3300, et seq.) of Division 4 of Title 1 of the Government Code of the State of California and known as the Public Safety Officers Procedural Bill of Rights Act.

1.4 It is the policy of the City and the Association not to, and neither party will illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, age, color or national origin or Association membership or non-membership or the exercise of rights contained in Sections 3500, et. seq., of the Government Code of the State of California.

1.5 The City is engaged in rendering services to the public, and the City and the Association recognize their mutual obligation for the continuous rendition and availability of such services.

1.6 The City and the Association shall cooperate in promoting harmony and efficiency among City employees.

1.7 The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The parties agree that they will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Miliias-Brown Act and will make every effort to persuade their members to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the City Council for resolution of problems or disputes arising out of this Memorandum of Understanding or the bargaining process.

ARTICLE 2

Recognition

2.1 The City recognizes the Association as the Exclusive Representative of all employees of the Police Department who hold a classification listed on Exhibit "A" of this Memorandum of Understanding.

2.2 The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the City for whom the Association is the established Exclusive Representative.

ARTICLE 3

Management Rights

3.1 It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Further, it is agreed by the parties that City Rights include, by way of illustration and not by way of limitation, the following: (a) the full and exclusive control of the management of the City; (b) the supervision of all operations, methods, processes and means of performing any and all work; (c) the control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces; (d) the right to determine the work to be done by employees; (e) the right to establish qualifications for employment; (f) the right to establish work and productivity standards; (g) the right to assign overtime; (h) the right to make and enforce reasonable rules and regulations which are not in conflict with the provisions of this Memorandum of Understanding; (i) the right to change or introduce new or improved operations, methods, means or facilities; (j) the

right to establish budget procedures and financial allocations; (k) the right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and increase or reduce work hours of employees; (l) the right to suspend, discipline and discharge employees; (m) the right to contract out work to be done or services to be rendered; (n) the right to transfer work into or out of the bargaining unit; (o) the right to otherwise maintain an orderly, effective and efficient operation. Additionally, the parties agree that the City has the authority to send officers for fitness for duty testing on an as needed basis for operational reasons.

3.2 The City's exercise of its powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4

Association Rights

4.1 Official representatives of the Association will be permitted access to City property to confer with City employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of Management.

4.2 The City will provide the Association adequate bulletin board space in a location accessible to all employees for the purpose of posting thereon matters relating to official Association business.

4.3 Any employee, at the employee's request, shall be permitted representation by an Association representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.

4.4 Joint Association-Management meetings shall be held as often as agreed upon by the Association and Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided, the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings may be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

4.5 The Association may use City facilities for Association activities on the same basis that any other citizen group may do so providing that appropriate advance arrangements are made and provided further that the Association may be required to pay appropriate fees for the use of such City facilities.

4.6 Upon request by the Association, the City will provide a copy of the City Council meeting agenda.

ARTICLE 5

Association Security

5.1 The City shall deduct from their wages the regular membership dues of employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

5.2 Deductions shall be made each pay period and a check for the total monthly deductions shall be submitted to the Anderson Police Officers Association within five (5) working days after the end of each month.

5.3 The form of check-off authorization shall be approved by both the City and the Association.

5.4 Association Time Bank

5.4(a) Association members may voluntarily donate leave credits, holiday leave credits, or compensatory time of (CTO) or vaction leave credits to an Association Time Bank by designating the type and amount of leave credit on a card provided by the City for that purpose by Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments, and a member may not request withdrawal of any hours so donated.

5.4(b) Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on Time Bank leave, then the additional one-half (1/2) time shall also be deducted from the Time Bank.

5.4(c) Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.

5.4(d) The City agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance.

5.4(e). The parties agree this Time Bank program is separate from, and not governed by, the time off provisions as provided in section 3505.3 of the Government Code.

5.4(f) The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of the Agreement.

ARTICLE 6

Concerted Activities

6.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity. Further, it is agreed and understood that the City shall not impose any lockout.

6.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding, and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

6.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the City.

ARTICLE 7

Grievance Procedure

7.1 Any grievance, which may arise between an employee and the City with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual regular employee, shall be determined by the provisions of this Article. Probationary employees shall not be entitled to process grievances with respect to matters of discharge, demotion, or discipline. This shall not, however, prevent a probationary employee from enforcing any other rights under this

Memorandum of Understanding. Grievant as used herein is defined as an employee or group of employees of the City or the Association.

7.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the grievant or the grievant's representative and the Police Lieutenant or Captain, who will answer within ten (10) days. This step shall be started within thirty (30) days of the date of the action complained of, or the date the grievant became aware of the incident, which is the basis for the grievance. This step may be taken during the working hours of the grievant.

7.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by either the grievant or the grievant's representative to the Chief of Police, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.4 Step Three: If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, by either the grievant or the grievant's representative to the City Manager, who shall answer, in writing, within twenty (20) calendar days. The third step shall be taken within ten (10) calendar days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.5 Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to mediation (if mediation is mutually agreed to by the City and the Association) within twenty (20) calendar days of the answer in Step Three. Whenever a grievance is referred to mediation, either party may request that the California State Mediation and Conciliation Service refer a state mediator. The state mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until a mediator has released the parties from the mediation process. If mediation is not mutually agreed to by the City and the Association the Association may refer the grievance to Step Five within 20 days of the denial of mediation by the City or the Association.

7.6(a) Step Five: If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Association to arbitration. The fifth step shall be taken within twenty (20) days of the date of the answer in Step Four.

7.6(b) An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the City and Association are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and

Conciliation Service to nominate five (5) persons to be the arbitrator. The City and Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator, and his compensation and expenses shall be borne equally by the City and Association. The City and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At Association's request, the City shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process. Expense items such as court reporters, transcripts, or room rent shall be borne equally by the parties.

7.6(c) The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the City, Association, and the aggrieved employee, provided, however, that such decision shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

7.6(d) Grievances referred to arbitration that are appeals of disciplinary suspensions of five days or less, or a disciplinary action with an equivalent dollar value, shall be subject to expedited arbitration, with no court reporters, and an immediate bench decision made by the arbitrator.

7.7 Failure by the grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance. Except, however, that the aforementioned time limits may be extended by mutual agreement. Failure by the City or its representative to meet any of the aforementioned time limits will allow the grievant or the Association, as applicable, to proceed to the next step of the grievance procedure.

7.8 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Memorandum of Understanding and further provided that the City shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7.9 A grievant shall in no way interfere with the right of the City to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event, the grievance involved an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirements or directives, pending the final decision of the grievance.

7.10 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

ARTICLE 8

Safety

8.1 The City desires to maintain a safe place of employment for City employees and to that end, City management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

8.2 Regular safety meetings will be held for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders, and for training in first aid.

8.3 There shall be a member of the unit on the City's safety committee whose responsibility it is to review accidents and safety conditions and to make recommendations to City management. The representative shall be appointed by the Chief of Police from day-shift personnel.

8.4 Employees shall report unsafe equipment or working conditions to their immediate supervisor who shall determine the appropriate corrective action.

ARTICLE 9

Industrial Disability

9.1 The City, the Association, and individual employees agree that they will comply with all aspects of Workers' Compensation and Industrial Disability laws and will support the rights of both the injured employee and the City in complying with these laws.

9.2 An employee who is absent by reason of industrial disability may be returned to work by the City and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the City. Such employees shall be compensated at their regular rate of pay while engaged in such temporary duties. The City may require an employee requesting to return to work after an absence caused by industrial disability to submit to a medical examination, at no expense to the employee, by a physician or physicians approved by the City for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to fellow employees, or to the employee's own permanent health.

9.3 Vacation and sick leave shall be accrued and group insurance coverage shall be maintained while a regular employee is absent from work as a result of a job related disability and receiving Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such

disability, but not exceeding one (1) year. Employees who are not entitled to the benefits as set forth in Section 4850 of the Labor Code of the State of California, but who are receiving Workers' Compensation temporary disability benefits, may, at their option, maintain their group insurance coverage during the period in which they are receiving temporary disability compensation for up to a maximum of a cumulative total of six (6) months, providing the employee pays the monthly premium to the City on or before the first day of the month for which the premium is intended.

ARTICLE 10

Employee Status

10.1 Employees will be designated as regular, probationary, full-time temporary, or part-time, depending upon the purpose for which they are hired and their length of continuous service with the City.

10.2 A regular employee is defined as an employee who has one (1) year or more seniority with the City in full-time employment.

10.3 A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature, as the employee becomes eligible. Upon completion of one (1) year of continuous full-time service with City, a probationary employee shall be given the status of a regular employee, except that the Chief of Police may extend an employee's probationary period for up to an additional (6) months. This applies to employees hired after February 28, 2017. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays.

10.4 A full-time temporary employee is defined as an employee hired for occasional or seasonal work for a period of less than one thousand (1,000) hours. A full-time temporary employee shall receive not less than the minimum rate for the job, but shall not be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage, retirement plan participation or items of a similar nature; nor shall he accrue seniority or promotion and transfer rights, or leave of absence rights. If a full-time temporary employee is reclassified to probationary status, the employee shall be credited with all continuous service in determining eligibility for such benefits as may accrue to the employee in the new status. Upon completion of one thousand (1,000) hours of continuous service with the City, a full-time temporary employee shall be given the status of a probationary employee.

10.5 A part-time employee is defined as an employee hired for employment of less than full-time (8 hours per day, 5 days per week) or whose work period is not regularly scheduled and who normally works less than full-time. A part-time employee shall receive

not less than the minimum rate for the job, but shall not be eligible for sick leave pay, holiday pay, vacation pay, or items of a similar nature, nor shall the employee normally be eligible for insurance coverage or retirement plan participation; nor shall the employee accrue seniority or promotion and transfer rights, or leave of absence rights. If a part-time employee is reclassified to full-time temporary or probationary status, the employee shall not be credited with service as a part-time employee in determining eligibility for benefits, if any, as may accrue to the employee in the new status.

10.6 All promotional appointments will be probationary for twelve ((12) months. This applies to employees promoted after February 28, 2017. Whenever an employee's promotional appointment is terminated during the probationary period, the employee shall either be returned to the previous classification in which the probationary period was completed or to another classification, which is mutually acceptable.

ARTICLE 11

Wages and Classifications

11.1 Salary – the City proposes across the board salary increases:

- A. **22.5%** effective January 1, 2021.
- B. **2%** effective January1, 2022.
- C. **2%** effective January, 1, 2023.
- D. **2%** effective January 1 . 2024
- E. **2%** effective January 1, 2025

11.2 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate at the direction of the Chief of Police. The effective date of promotion to a new classification or higher wage step shall be the first day the promotion is official. Employees will move through the allotted step increases for every year served within that classification. The new wage rate for moving to a new step will start immediately upon the one-year anniversary within that classification.

11.3 Longevity Pay - Effective January 1, 2021 Police Officers or Sergeants that maintain employment with the Anderson Police Department for a consecutive three (3) years shall receive 2.5% pay rate increase, for a consecutive five (5) years shall receive an additional 2.5% pay rate increase, for a consecutive seven (7) years shall receive an additional 2.5% pay rate increase. With the exception of the January 1, 2021 increase, all others become effective on the employee's anniversary date. Pursuant to California Public Employees Retirement Law, Longevity pay received for a consecutive three (3) years is NOT reportable to CalPers. Effective on the first day of the pay period which includes June 30, 2013, the base salary of all eligible employees who have continually worked for the City of Anderson for fifteen (15) years shall be increased by five (5) percent.

11.4 Wages shall be paid at bi-weekly intervals on Thursday for a pay period ending no earlier than the preceding Friday. If a payday falls on a holiday, payment shall be made on the preceding workday.

11.5 When an employee is temporarily assigned to work in one classification higher than the employee's regular classification, the employee shall be paid 5% or lowest closest step above current pay for acting classification, not to be less than current pay. Employees temporarily assigned to two classifications higher than the employee's normal regular classification shall be paid 10% or lowest closest step above current pay for acting classification, not to be less than current pay. When an employee is temporarily assigned to work in a higher classification which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the top wage rate of the temporary classification.

11.6 When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.

11.7 Whenever any employee is assigned to Investigative Services or to the Shasta Interagency Narcotics Task Force, the employee will be paid special duty premium pay as set forth in "Exhibit A". Assignments to Investigative Services and the Shasta Interagency Narcotics Task Force shall be at the discretion of the Chief of Police, and may be up to three years, with the option for an additional year. To the extent feasible, assignments to and from Investigative Services shall coincide with the periodic shift assignments.

11.8 Employees who are required to be on call during non-duty hours in a manner which is not compensable time under the Fair Labor Standards Act, shall receive two hours pay at the employee's overtime rate of pay for each period of on-call duty up to twelve (12) hours. If an employee is required to report for duty during the on-call period, the provisions of 12.5 requiring three (3) hours minimum period of compensation shall not apply. Employees who are on call are off duty and free to pursue whatever private interests they may choose, except that while on call they are required to refrain from activities that might impair their ability to safely and efficiently perform their duties if called, and that employees on call must be available at all times to be contacted by telephone or cell phone, and to remain within a reasonable distance of the City of Anderson in order to respond to an emergency as soon as possible.

11.9 An employee who is required by his/her supervisor or designee to conduct business telephone calls with agencies or entities other than the City of Anderson, and outside his/her work hours, shall be compensated at the employee's actual overtime rate of pay for the time actually engaged in business calls. However, if the business call is less than 30 minutes in duration, the employee shall be paid for 30 minutes of work at the employee's overtime rate of pay. In no event shall an employee receive the benefit of the 30-minute minimum pay more than once per day. This section does not apply when the business call results in physical call back to work, short notice cancellation, or offers of

overtime. Pay for business calls will not be considered compensation for use in computing retirement allowance.

11.10 Whenever any employee is POST certified and is assigned to perform the duties of Field Training Officer, Range Instructor, Baton Instructor, Weaponless Defense Instructor, POP Officer, SERT Officer, Acting Watch Commander, or Taser Instructor, such employee's wages shall be increased by five percent (5%) while actually engaged in such duties.

11.11 Attached hereto and made a part hereof is Exhibit "A" titled "Schedule of Wage Rates".

11.12 Attached hereto and made a part hereof is Exhibit "B" titled "Job Definitions".

ARTICLE 12

Hours and Overtime

12.1 Each employee shall report for work at a regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the employee's immediate supervisor. Time spent in traveling between an employee's headquarters and the work site shall be considered as time worked.

12.2(a) For those employees assigned to non-shift duty, the work week is defined to consist of seven (7) consecutive calendar days, Saturday through Friday, and a basic work week is defined to consist of five (5) consecutive workdays of eight (8) hours each, or four (4) consecutive workdays of ten (10) hours each. Non-shift employees shall observe Council approved holidays.

12.2(b) For those employees who are assigned to an eight-hour shift work schedule, the regular shift shall consist of eight (8) consecutive hours with a meal break. Shift work hours are 2200 to 0600 hours, 0600 to 1400 hours, and 1400 to 2200 hours. With the exception of shift rotations, the work schedule for shift employees shall normally consist of five consecutive workdays and two consecutive non-work days. Shift employees' workweek may begin on any day of the week or any shift of the day. The foregoing work hours, workdays, and work schedules may, however, be modified from time to time by the Chief of Police as he determines necessary by the needs of the service. Prior to each four (4) month period beginning with the first day of a pay period closest to January 1, May 1, and September 1 each year, the City shall post the shift schedule for each position. Employees shall then indicate their preference for a work schedule. Insofar as is practicable and consistent with the needs of the service, the City shall assign work days and work hours, giving first consideration to employees' preferences in the order of employee's seniority in rank. Seniority in rank shall mean the senior Sergeant shall have preference among Sergeants and the senior Police Officer shall have preference among the classification of

Police Officer. Sergeants and Police Officers shall bid separately.. Except as otherwise approved by the Chief of Police, employees will be prohibited from remaining on the same shift for more than two (2) consecutive four (4) month periods. Whenever it becomes necessary to reschedule any employee's workdays and/or work hours, the Chief of Police will give as much notice as possible. The City will not reschedule individual employees solely for the purpose of avoiding overtime work.

12.2(c) For those employees who are assigned to a twelve-hour shift work schedule, the regular biweekly shift schedule shall consist of one eight (8) hour shift and six twelve (12) hour shifts with a meal break. Twelve-hour shift work hours are: Day Shift – 0600 hours to 1800 hours and Grave Shift – 1800 hours to 0600 hours. With the exception of shift rotations, the biweekly work schedule for shift employees shall normally consist of four consecutive workdays and three consecutive non-work days followed by three consecutive workdays and four consecutive non-work days. Shift employees' workweek may begin on any day of the week or any shift of the day. The foregoing work hours, workdays, and work schedules may, however, be modified from time to time by the Chief of Police as he determines necessary by the needs of the service. Prior to each four (4) month period beginning with the first day of a pay period closest to January 1, May 1, and September 1 each year, the City shall post the shift schedule for each position. Employees shall then indicate their preference for a work schedule. Insofar as is practicable and consistent with the needs of the service, the City shall assign work days and work hours, giving first consideration to employees' preferences in the order of employee's seniority in rank. Seniority in rank shall mean the senior Sergeant shall have preference among Sergeants and the senior Police Officer shall have preference among the classification of Police Officer. Sergeants and Police Officers shall bid separately, Sergeants first. Except as otherwise approved by the Chief of Police, employees will be prohibited from remaining on the same shift for more than two (2) consecutive four (4) month periods. Employees shall not work more than sixteen (16) consecutive hours in a twenty-four-hour period, unless directed by the Chief of Police.

Whenever it becomes necessary to reschedule any employee's workdays and/or work hours, the Chief of Police will give as much notice as possible. The City will not reschedule individual employees solely for the purpose of avoiding overtime work.

12.2(d) During the term of this Memorandum of Understanding, the City and Association may meet and confer to propose and consider adopting possible modifications to work schedules.

12.3(a) For those employees assigned to an eight (8) hour workday or a ten (10) hour workday, Overtime is defined as: (a) time worked in excess of eight (8), or ten (10) hours in a workday, (the ten hour workday shall apply only to the workforce assigned to a four day, ten hour workday); (b) time worked on a non-workday; and (c) time worked on a holiday. Overtime work shall be computed to the nearest one-quarter (1/4) hour. Time worked as defined herein as a result of a periodic shift change shall not be regarded as overtime for compensation purposes.

12.3(b) For those employees who are assigned to a twelve-hour shift work schedule, overtime shall not be accrued until an employee works more than twelve hours on a scheduled twelve-hour work shift or more than eighty hours in a fourteen day work period. An employee who works more than eight hours on the one scheduled eight-hour work shift shall accrue overtime after eight hours worked. It is the intent of the parties not to permit the twelve-hour shift schedule to cause regularly scheduled overtime to occur due to Federal Fair Labor Standards Act provisions. As such, the "work period" for the twelve-hour shift work schedule under the Act shall be a fourteen-day work period beginning and ending on Saturdays at 0600 hours.

12.4 Compensation for overtime work shall be paid at a rate equivalent to one and one-half (1-1/2) times the employee's regular rate of pay or at the employee's option, providing it is legally permissible, the employee may elect to receive time off with pay at the rate of one and one-half (1-1/2) hours off for each overtime hour worked. The maximum accumulation of compensatory time off shall be one hundred twenty (120) hours. Compensatory time off with pay shall be scheduled in the same manner as vacations are normally scheduled. During the months of April, July, October, and December each year, employees may elect to receive compensation for the employee's accumulated compensatory time off hours, up to eighty (80) hours per fiscal year. Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive compensation for any unused compensatory time off previously earned. Compensation requested under this section shall be paid on the second pay period of the month.

12.5 Employees who are required to report for work on their non-workdays or on holidays they are entitled to have off, or outside of their regular hours on workdays, shall be paid overtime compensation for the actual time worked, but in any event for not less than three (3) hour's compensation. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into their regular work hours, the employee shall be paid overtime compensation only for the actual overtime worked. If an employee performs overtime work immediately following the end of the employee's regular shift, the employee shall be paid overtime compensation only for the actual overtime worked. Planned and scheduled overtime events do not qualify for call back pay with the exception of court.

Court Cancellation: An employee shall receive a minimum of 3 hours of straight time pay compensation if court appearance is cancelled within 24 hours of scheduled appearance. This section only applies to employees whom are not working during the court requested appearance.

Employees shall not schedule vacation or watch exchanges in order to receive compensation under this article.

12.6 Overtime work shall be distributed as equitably as is practicable among those employees who are qualified and available and who volunteer for overtime work and the City shall not require employees who have worked overtime to take equivalent time off during regular work hours without pay.

12.7 Whenever the Chief of Police designates an employee as the shift relief employee, such employee shall be paid five percent (5%) more than the employee's basic wage rate as compensation for being required to move from shift to shift with short notice for relief purposes. Whenever such employee is not relieving another employee, said employee shall be assigned to a shift as established by the Chief of Police. No employee will be required to function as the shift relief employee for more than eight (8) consecutive months without the employee's agreement.

12.8 Employees may trade work shifts with each other provided the employees involved give advance notice of their intent to the City and receive prior approval of the Chief of Police, or the Chief's designee, and there is no overtime payment required by the City. Denials of shift trades by the Chief shall be final and not subject to the grievance procedure set forth in Article 7.

12.9 As set forth in "Exhibit A", note 1, Canine Officers shall be required to spend one-half (1/2) hour per day, in addition to regular hours, in the routine care and maintenance of their police dog. Whenever it becomes necessary for the Canine Officer to perform extraordinary care and maintenance service with their dog, with prior City approval, the Canine Officer shall receive compensation in addition to the regularly scheduled one-half (1/2) hour per day. Additionally, whenever an employee is assigned as Canine Officer, the employee shall be paid special duty premium pay as set forth in "Exhibit A", note 2.

ARTICLE 13

Promotion and Transfer

All promotions and transfers shall be in accordance with standards and procedures as determined by the City.

Specialty positions and promotional testing procedures will be a fair, unbiased, and comprehensive process to evaluate candidates' overall attributes from the classification and duties involved. Promotions are not based on entitlement (time in grade, educational achievements, etc.), but rather selected for character traits, merit and performance. The Chief of Police retains the right to select the candidate most appropriate for the promotion from within the top three ranked tested positions (for a candidate pool of 7 or less) or select from the top 5 positions (for a candidate pool of more than 7).

ARTICLE 14

Demotion and Layoff

14.1 When it becomes necessary for the City to layoff regular employees, the City will give employees involved as much notice as possible; but in no event will such

employees receive less than two (2) weeks' notice of layoff. Where probationary, temporary, or part-time employees are to be laid off, no notice of layoff need be given. Within each classification, all employees, other than regular employees, shall be laid off prior to regular employees being laid off. Regular employees shall be laid off in the reverse order of seniority in the classification with the least senior employee being laid off first. Whenever two or more regular employees in a classification have the same period of classification seniority, ties will be broken by giving greater preference to the employees in the order of seniority in all classifications in the bargaining unit.

14.2 An employee whose position has been abolished may elect to displace an employee in a lower-paid classification in the bargaining unit provided the employee has greater combined seniority in all classifications in the bargaining unit than the employee to be displaced. Employees who elect to demote to a lower-paid classification shall be probationary for six (6) months unless the employee has previously served at least six (6) months in the new classification. Whenever an employee demotes to a lower-paying classification, the employee shall be placed on the salary step which has a wage rate closest to the employee's previous wage rate.

14.3 Laid-off employees' names shall be kept on a re-employment list for a period of one (1) year from the date of layoff, and shall have preferential re-hire rights to the classification from which laid off in the reverse order of layoff. Whenever it becomes necessary for the City to notify a laid off employee of a re-employment opportunity, the City shall do so by use of registered mail to the employee's last known address. If an employee does not accept such offer of re-employment, the employee's name shall be removed from the re-employment list and the employee shall no longer have re-employment rights.

14.4 Employees who have elected to demote into a lower paying classification shall have preferential promotion rights to the classification from which they demoted in the reverse order of demotion for a period of one year from the date of the employee's demotion. If an employee does not accept an offer of promotion to the classification from which the employee was demoted, the employee will lose all preferential rights to re-promotion.

ARTICLE 15

Leave of Absence

15.1 Leave of absence without pay may be granted to regular employees by the City Manager for urgent and substantial reasons, up to a maximum of one (1) year, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Inability to return to work after an employee's sick leave has been exhausted shall be considered as an urgent and substantial reason and in such cases, a leave will be granted.

15.2 A leave of absence will commence on and include the first workday on which the employee is absent, terminates with, and includes the workday preceding the day the employee returns to work.

15.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the City in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, providing that the employee is capable of performing the duties of the employee's former position, except that if there has been a reduction of forces or the position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on a leave of absence.

15.4 An employee's status as a regular employee will not be impaired by such leave of absence and the employee's seniority will accrue.

15.5 If an employee fails to return immediately on the expiration of the employee's leave of absence or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and terminate employment with the City.

15.6 An employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits nor maintain group insurance coverage. An employee may, however, at the employee's option and expense, maintain the employee's group insurance coverage providing the full monthly premium is received by the City on or before the first day of the month for which the premium is intended.

ARTICLE 16

Expenses

16.1 Whenever an employee uses the employee's personal automobile for the City's convenience, the employee will be reimbursed therefor at the rate per mile as established by City resolution No. 15-09 which states the rates used shall be those established by the U. S. Department of General Services (GSA) for expenses necessary for the purpose of City business during travel status, except however that the mileage rate shall not be reduced below the level established at the time of execution of this Memorandum of Understanding. Use of an employee's personal vehicle must be approved by the Chief of Police **prior** to travel and must follow all aspects of the City's Business Travel policy which includes but is not limited to insurance requirements.

16.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed expenses for board and lodging in amounts as established by the City from time to time for the duration of such assignment, provided

they board and lodge at places to be designated by the City. Refer to the City's Business Travel Policy for procedures and limits on travel. Future modifications of the City's policies relative to the foregoing shall not result in a reduction in the reimbursement rates as established as of the date of execution of this Memorandum of Understanding.

ARTICLE 17

Sick Leave

17.1 Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of eight (8) hours per calendar month.

17.2 Sick leave shall be allowed for a non-work related absence due to the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, confinement for medical treatment, or serious illness or disability of a member of the employee's immediate family up to a maximum of twenty-four (24) hours. Immediate family as used herein shall be as defined in Section 18.1.

17.3 For those employees who are assigned to the twelve-hour shift schedule, an employee who takes a sick leave day while working on a scheduled twelve-hour shift shall be charged for twelve hours of sick leave. An employee who takes a sick leave day on the one eight-hour scheduled shift shall be charged for eight hours of sick leave.

17.4 Where management believes there is an abuse of sick leave, management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The City may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by City for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to himself, or to fellow employees, or to the employee's own permanent health.

17.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

ARTICLE 18

Funeral Leave

18.1 Regular and probationary employees who are absent from work due to the death of a member of the employee's "immediate family" may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to

be absent from work, but not to exceed twenty-four (24) working hours. "Immediate family" as used herein includes only employee's spouse, children, brothers, sisters, parents, stepchildren, stepparents, grandparents, parents-in-law and grandparents-in-law.

18.2 The City Manager in his sole discretion may grant additional sick leave where special circumstances warrant.

ARTICLE 19

Catastrophic Leave

19.1 Catastrophic Leave is intended to provide an eligible employee authorized paid time-off through voluntary donation of management leave, comp time earned and/or vacation hours. Donated leave must be specifically designated for the employee who has been approved for Catastrophic Leave Benefits. Catastrophic Leave shall not exceed a maximum of six months and must be used within one (1) year of the date the application for Catastrophic Leave is approved. Only one request for Catastrophic Leave will be approved in a twelve (12) month period. The recipient will not accrue CTO, holiday and seniority upon receiving Catastrophic Leave. The recipient will receive their normal rate of pay, be taxed normal payroll deductions, and the recipient must prepay the employee portion of the cost of the health premium. Catastrophic Leave applications may be obtained from the Personnel Department. The employee requesting Catastrophic Leave benefits must meet the conditions set forth in the adopted Catastrophic leave policy effective March 21, 2006.

ARTICLE 20

Holidays

20.1(a) Regular and probationary employees except as otherwise provided herein, shall be entitled to have the following holidays off with eight hours pay:

1. January 1, known as "New Year's Day"
2. Third Monday in January, known as "Dr. Martin Luther King, Jr.'s Birthday"
3. February 12, known as "Lincoln's Birthday"
4. Third Monday in February, known as "Washington's Birthday"
5. Last Monday in May, known as "Memorial Day"
6. July 4, known as "Independence Day"
7. First Monday in September, known as "Labor Day"

8. The second Monday in October, known as "Columbus Day"
9. November 11, known as "Veterans Day"
10. Thanksgiving Day
11. The day following Thanksgiving Day
12. The workday before Christmas Day
13. December 25, known as "Christmas Day"
14. Employee's Birthday

If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday, other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday except by those employees who are regularly scheduled to work on Saturday, other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive eight (8) hours pay at the employee's regular hourly wage rate. The holiday known as "Columbus Day" shall be scheduled by employees and their supervisors in the same manner as vacations are normally scheduled and must be taken off within the fiscal year earned.

20.1(b) For those employees who are assigned to work any holiday, except Columbus Day pursuant to Section 20.1(a), and who actually work the holiday, that employee shall be paid Holiday Pay (regular pay rate) for hours equal to their regularly assigned shift (e.g. 8, 9, 10 or 12 hours).

20.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefor at the overtime rate of pay for all time worked on such days. An employee may, however, at the employee's option, elect to observe that holiday at another time to be scheduled in the same manner as vacation days are normally scheduled, in which event any such employee will only be compensated for time worked on that day at the overtime rate of pay and shall not receive holiday pay for such day. Whenever an employee elects to defer the observation of a holiday off with pay as provided herein, such holiday time off with pay shall be combined with compensatory time off with pay, if any, as provided by section 12.4, and shall be subject to the limitations contained therein.

20.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

ARTICLE 21

Vacations

21.1(a) Regular and probationary employees of the City shall accrue vacations with pay as follows:

21.1(b) At the rate of eighty (80) hours per year worked, or on paid leave, from the date of employment through the fourth (4th) year of employment.

21.1(c) At the rate of one-hundred twenty (120) hours per year worked, or on paid leave, from the fifth (5th) anniversary date through the ninth (9th) year of employment.

21.1(d) At the rate of one hundred sixty (160) hours per year worked, or on paid leave, from the tenth (10th) anniversary date.

21.1(e) For each full year of service after fifteen (15) continuous years of service, employees hired prior to August 17, 1999, shall be granted an additional eight hours accumulation of vacation in addition to that set forth in 21.1(d), above.

21.1(f) For each full year of service after fifteen (15) continuous years of service, employees hired on or after August 17, 1999, shall be granted an additional eight hours accumulation of vacation in addition to that set forth in 21.1(d), above, up to a maximum accumulation of two hundred forty (240) hours per year.

21.2 For those employees who are assigned to the twelve hour shift schedule, an employee who takes a vacation/CTO day while working on a scheduled twelve-hour shift shall be charged for twelve hours of vacation/CTO. An employee who takes a vacation/CTO day on the one eight-hour scheduled shift shall be charged for eight hours of vacation/CTO.

21.3 Vacation cannot be accrued while an employee is in a non-pay status.

21.4 Vacations shall be scheduled by the Chief of Police after consideration of the wishes of the employee and the needs of the service. No employee shall be permitted to take more than twenty (20) consecutive working days of vacation without the authorization of the City Manager. No employee may take accumulated vacation time prior to the completion of six (6) full months of service to the City. No less than one (1) hour of vacation may be taken at any one (1) time. No employee, when off work for a scheduled vacation, compensatory time off, or sick leave, shall sign up for or participate in a work-related activity and collect overtime compensation. This would apply to scheduled overtime, not call back.

21.5 The City shall not require an employee to take the employee's vacation in lieu of sick leave or leave of absence on account of illness.

21.6 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

21.7 A maximum of two (2) years of vacation accumulation may be accrued at any time. Whenever an employee would lose vacation credits as a result of the foregoing maximum, and the employee is not at fault, in scheduling vacation time off the City may in its discretion either allow the maximum vacation accumulation to be exceeded or may compensate the employee for any vacation time in excess of the maximum accumulation.

21.8 Whenever an employee has taken a minimum of 80 hours vacation in a fiscal year (July 1 to June 30), that employee, at their option, may sell back up to a maximum of twenty (20) hours of accumulated vacation per year during the months of April, July, October and December each fiscal year. Employee requests for this benefit must be made in writing and must include the number of hours the employee elects to sell. Payment for these hours shall be at the rate of the employee's base salary. Compensation requested under this section shall be paid on the second pay period of the month.

21.9 Employees whose employment with the City is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation period previously earned.

ARTICLE 22

Uniforms

22.1 Each uniformed employee shall receive an annual uniform allowance of nine hundred dollars (\$900) at the time of the employee's original appointment. Upon completion of one full year of service, an employee shall receive an amount equivalent to one-twelfth (1/12) of the annual allowance for each full month or major fraction thereof, between the employee's first anniversary date and the following July 1 which shall be paid biweekly through payroll on a prorated basis. On the next July 1, and each July 1 thereafter, the employee shall receive an annual uniform allowance of nine hundred dollars (\$900) which shall be paid biweekly on a prorated basis.

22.2 If an employee terminates employment prior to becoming entitled to the next uniform allowance payment, the employee may be required to return one-twelfth (1/12) of the annual allowance for each month or major fraction thereof between the employee's termination date and the next uniform allowance payment date.

22.3 Whenever any employee's personal properties, such as glasses and jewelry, are damaged or destroyed in the course of employment, and not repaired or replaced for the employee by any other person or insurance, such property will be repaired or replaced by the City for up to a maximum of three hundred dollars (\$300) for each repair or replacement incident. During the course of employment, employees will be prohibited from wearing items regarded as luxury or excessively expensive personal property.

22.4 The City will purchase at its expense a jacket for each new hire. Employees shall be required to maintain a jacket as part of their required uniform.

ARTICLE 23

Employee Evaluations

23.1 Each employee shall be evaluated in writing by their supervisor at least once each year. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations and to attach a written response to the evaluation.

23.2 Probationary employees shall be evaluated at least three (3) times prior to attaining regular status and as often as needed as determined by the City.

23.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the Chief of Police and upon request, shall have the right to have an Association representative present.

ARTICLE 24

Employee Discipline

24.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing nor the right to file a grievance with respect thereto except, however, such employee shall have the right to meet with the Chief of Police to discuss the disciplinary action. Upon completion of the probationary period, employees shall be subject to disciplinary action for cause as prescribed herein.

24.2 The City has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, reduction in compensation, retention on the same step of the salary schedule, transfer, demotion and discharge. By mutual agreement between the employee and the City, an employee may be allowed to work without pay in lieu of suspension without pay for disciplinary purposes.

24.3 No disciplinary action shall be taken for any cause, which arose prior to the employee becoming regular, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the City. Causes for disciplinary action include, but are not limited to, the following:

- A - Drinking any kind of intoxicating liquor while on duty, or reporting for duty with liquor on the breath
- B - Neglect of duty
- C - Violation or conviction of any criminal law which affects ability to function as a peace officer
- D - Sleeping while on duty
- E - Inefficiency in service
- F - Disobedience of orders
- G - Leaving post before being properly relieved
- H - Being absent from duty without permission
- I - Using coarse, profane or insolent language to a superior officer; or to any member of the Department; or citizens which affects ability to function as a peace officer
- J - Insubordination
- K - Neglect to treat officers and members of the Department and all other persons, courteously and respectfully which affects ability to function as a peace officer
- L - Willful maltreatment of a prisoner or any person in the course of duty
- M - Making false official reports, or false reports to station; such as, sick or injured on duty for the purpose of obtaining time off
- N - Neglect to wear uniform while on duty when required to do so
- O - Neglecting to appear neat and clean at all times in public while on duty
- P - Receiving or accepting any regard or gratuity of any kind from any person arrested, or from anyone on behalf of the person

- Q - Willfully or neglectfully communicating or giving out any information to any person concerning the business of the Department to the detriment of the Department
- R - Willfully or neglectfully communicating any information which may aid a person to escape arrest, or to delay the apprehension of a criminal, or secure the removal of stolen or embezzled goods or other valuables
- S - Incapacity due to a mental or physical disability
- T - Willful damage to public property or waste of public supplies or equipment
- U - Fraud in securing appointment
- V - Dishonesty
- W - Addiction to or the use of illegal narcotics
- X - Interference with other employees in the performance of their duties to the detriment of the service
- Y - Any willful conduct which impedes or acts to the detriment of the operations of the City
- Z - Improper use of drugs which affect ability to function as a peace officer.

24.4 Prior to the imposition of discipline of a regular status employee other than an oral or written reprimand or a suspension of five (5) or fewer days, the City shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on such charges, and the right of representation. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the Chief of Police shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

ARTICLE 25

Miscellaneous

25.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform the employee's regular duties will be paid for the time lost at the employee's regular rate of pay.

25.2 No derogatory material shall be placed in an employee's personnel file without the employee's knowledge. Any employee, at the employee's request, shall be permitted to review the employee's own personnel file and to receive a copy of any document contained therein. The file may not, however, be removed from the Office.

25.3(a) The City will provide a copy of this Memorandum of Understanding to each employee within thirty (30) days of ratification by the City Council.

25.3(b) In addition, the City will provide a copy of this Memorandum of Understanding to newly hired employees no later than the fifth (5th) date of employment.

25.4 Qualification for employment and continued employment is dependent upon the applicant and the employee meeting the City's medical, mental, and physical standards.

25.5 The parties acknowledge and support the importance of physical fitness in public safety employment.

ARTICLE 26

Employee Benefit Programs

26.1(a) Retirement Plan: Regular and probationary employees hired prior to a contract amendment of the City's contract with PERS for Safety employees, are covered by a State of California Public Employee's Retirement System program integrated with Social Security pursuant to an existing contract with the Public Employees' Retirement System. The basic benefit formula is known as 3% at age 50(Classic). Employee pays the employee's normal nine (9) percent cost for participation in the Public Employees' Retirement System program. At the employee's expense, the military service credit buy back option provision is provided.

26.1(b) A second retirement tier of 3% at age 55, and highest consecutive 36 months, through the Public Employees' Retirement System shall be effective for those employees hired after the City amends its contract with PERS for Safety employees. Employees hired under the 3% at age 55 formula will also pay their normal nine (9) percent member contribution for participation in the Public Employees' Retirement System program. All other retirement benefits remain the same as those employees covered under the first tier formula.

26.1 (c) The State of California has mandated that all new employees entering the CalPERS system for the first time shall fall under specific formulas. The formula that the State has mandated for Safety personnel for the City of Anderson is 2.7% @ 57 (PEPRA). Employees covered by this formula shall pay 50% of the total normal cost, as determined by CalPERS. Effective the pay period following such time that the CalPERS retirement contract can be amended pursuant to Government Code section 20516(a), unit employees will pay an additional 3 % of reportable compensation towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction on a pre-tax basis. In the event that 50% of normal costs plus 3% exceeds a total of 17% member contribution to the PEPRA members, the City and APOA agree to re-open negotiations to discuss further cost sharing possibilities.

26.1(d) The California Public Employee's Retirement System plans with the benefit formula of 3% at age 50, 3% at age 55, and 2.7% at 57 are integrated with Social Security.

26.1(Effective January 1, 2021, employees in the Classic or Second Retirement tier, in addition to paying their 9% member contribution, employees shall pay 3% of normal costs for a total pre-tax contribution of 12%.

26.2(a) Group Insurance: All regular and probationary employees and their dependents are eligible to participate in a group insurance benefit program consisting of medical, dental, vision, life, and disability benefits effective the first day of the month following employment. The City shall pay 93.3% of the premium cost of the benefits set forth above, and employees shall pay 6.7% of the premium cost of the benefits set forth above. The employee share shall be paid by each employee by automatic payroll withholding. Effective 1/01/2015 employees and the City shall split (50/50) any future premium increases.

26.2(b) During the term of the 2015-2017 MOU the City retains the right to switch to another medical plan with the understanding that the cost will not exceed the present contractual obligation of the City of Anderson. The POA agrees to waive any and all meet and confer rights regarding the City's switch to another medical plan, including but not limited to plan premiums and benefits. For edification, the term contractual as used herein is referring to the cost imposed to the City under the current medical plan, which is defined as Teamsters Plan B with VSP and imposes a maximum monthly cost to the City as follows: \$1,407.30, per employee, plus 50% of any prospective cost increase to the medical plan beyond the \$1,407.30 per employee amount. In no event shall the City be responsible for any cost exceeding the contractual obligation. The parties agree to incorporate the side letter dated November 6, 2015 regarding MOU article 26.2.

26.2(c Long-term Disability Insurance: All regular and probationary employees are eligible to participate in a long-term disability insurance benefit program effective the first day of the month following employment at the City's expense. Following a ninety-day elimination period, the benefits are 66-2/3 of the employee's base salary.

26.2(d) The City may, at its option, change insurance carriers, claims administrators, or make minor revisions to the benefit structure of the group insurance benefit program set forth in 26.2(a) and 26.2(b) above, providing, however, that the benefit structure remains substantially equivalent to the current program. Prior to any such changes, however, at the Association's request the City will consider recommendations of the Association relative to alternatives.

26.3 The City shall offer employees a Section 125 benefit plan.

ARTICLE 27

Savings Provision

27.1 If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 28

Effect of Memorandum of Understanding

28.1 It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over City practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 29

Entire Agreement

29.1 Except as specifically provided in Article 30 (Term), during the term of this Memorandum of Understanding, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the City shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. Notwithstanding the foregoing, however, if the City exercises its right to contract out bargaining unit work or

services, at the Association's request, the City will meet and confer with the Association on the impact of the City's decision.

ARTICLE 30

Term

30.1 This Memorandum of Understanding shall take effect as of January 1, 2021 except as otherwise provided herein, and shall remain in full force and effect through December 31, 2025, and thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) days prior to the expiration date above or the expiration date of any year thereafter, except, however, that this Memorandum of Understanding shall only become effective with approval of the City Council of the City of Anderson.

30.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

30.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

IN WITNESS WHEREOF, the parties have executed amendments to this agreement this 16th day of December, 2020.

CITY

ASSOCIATION



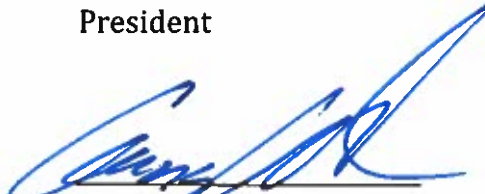
Jeff Kiser
City Manager



Jacob Duncan
President




Liz Cottrell
Assistant City Manager



Gregory Gundersen
Vice President



David Starkey
Secretary



Nathan Ramirez
Association Representative

Steve Allen

Business Representative

Approved as to form:



Collin Bogener, City Attorney

EXHIBIT "A"

SCHEDULE OF WAGE RATES

Effective: January 1, 2021

<u>Classification</u>	<u>Salary Step Hourly Pay Rate</u>							<u>Top Step Monthly Equivalent</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	
Canine Officer ¹	\$15.99							
Police Officer ^{2,3,4,5,6}	\$32.24	\$33.85	\$35.54	\$37.32	\$39.19	\$41.15	\$43.21	\$7,490
Sergeant ^{2,3,4,5}	\$45.61	\$47.89	\$50.27	\$52.79	-	-	-	\$9,150

¹ Hourly rate for canine care and maintenance purposes only as described in Section 12.9.

² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

EXHIBIT "A"

SCHEDULE OF WAGE RATES

Effective: January 1, 2022

<u>Classification</u>	<u>Salary Step Hourly Pay Rate</u>							<u>Top Step Monthly Equivalent</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	
Canine Officer ¹	\$16.30							
Police Officer ^{2,3,4,5,6}	\$32.88	\$34.53	\$36.25	\$38.07	\$39.97	\$41.97	\$44.07	\$7,639
Sergeant ^{2,3,4,5}	\$46.52	\$48.85	\$51.28	\$53.85	-	-	-	\$9,334

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² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2023

<u>Classification</u>	<u>Salary Step Hourly Pay Rate</u>							<u>Top Step Monthly Equivalent</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	
Canine Officer ¹	\$16.62							
Police Officer ^{2,3,4,5,6}	\$33.54	\$35.22	\$36.98	\$38.83	\$40.77	\$42.81	\$44.95	\$7,791
Sergeant ^{2,3,4,5}	\$47.45	\$49.83	\$52.31	\$54.93	-	-	-	\$9,521

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⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2024

<u>Classification</u>	<u>Salary Step Hourly Pay Rate</u>							<u>Top Step Monthly Equivalent</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	
Canine Officer ¹	\$16.95							
Police Officer ^{2,3,4,5,6}	\$34.21	\$35.92	\$37.72	\$39.61	\$41.59	\$43.67	\$45.85	\$7,947
Sergeant ^{2,3,4,5}	\$48.40	\$50.83	\$53.36	\$56.03	-	-	-	\$9,712

¹ Hourly rate for canine care and maintenance purposes only as described in Section 12.9.

² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

SCHEDULE OF WAGE RATES

Effective: January 1, 2025

<u>Classification</u>	<u>Salary Step Hourly Pay Rate</u>							<u>Top Step Monthly Equivalent</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	
Canine Officer ¹	\$17.28							
Police Officer ^{2,3,4,5,6}	\$34.89	\$36.64	\$38.47	\$40.40	\$42.42	\$44.54	\$46.77	\$8,107
Sergeant ^{2,3,4,5}	\$49.37	\$51.85	\$54.43	\$57.15	-	-	-	\$9,906

¹ Hourly rate for canine care and maintenance purposes only as described in Section 12.9.

² Any classification shown may be assigned the canine handler responsibilities described in Section 12.9. An employee in this assignment shall have their pay rate increased by five (5) percent.

³ Any classification shown may be assigned to investigation or Shasta Interagency Narcotics Task Force responsibilities described in Section 11.5. Employees in these assignments shall have their pay rate increased by five (5) percent.

⁴ Any classification shown may be assigned to School Resource Officer or Traffic Specialist (Motor Officer) and shall have their pay rate increased by five (5) percent during the term of this assignment.

⁵ Employees holding the classifications of Police Officer or Sergeant who have earned a P.O.S.T. Advanced Certificate shall have their pay rate increased by five (5) percent.

⁶ Employees holding the classification of Police Officer who have earned a P.O.S.T. Intermediate Certificate shall have their pay rate increased by two and one-half (2 ½) percent.

EXHIBIT "B" **Job Definitions**

Police Officer

An employee who is engaged in performing all classes of law enforcement work. The employee's duties include, but are not limited to, traffic law enforcement, regulation enforcement, crime prevention and crime investigation from complaint to final solution of cases within his assigned area. In keeping with the concept of career development, as an officer progresses through the various steps, the employee may be assigned increasingly more complex and varied duties in all fields of law enforcement work. The Officer's background of training and experience shall be such as to qualify the employee to perform their duties with skill, efficiency, tact, and diplomacy. The employee must be a graduate of a POST certified academy by the date of appointment or possess a POST Basic Certificate*.

Police Training Officer

An employee who is engaged in the supervision and training of new, sworn employees, or who is responsible for other forms of departmental training as assigned by the Chief of Police.

Police Sergeant

An employee who is engaged in the supervision of employees who perform all classes of law enforcement work. The employee's duties include, but are not limited to, planning work, coordinating field activity, counseling, and training of personnel. Sergeants shall have the personal qualifications of leadership and supervisory ability, knowledge of laws and court procedures and be familiar with the City's accounting procedures, policies, and rules and regulations. The employee must possess a POST Intermediate Certificate*.

*As established by POST.