

~~2019—2021~~2021-2023

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY OF POMONA**

**And**

**THE POMONA POLICE OFFICERS'  
ASSOCIATION, INC. (PPOA)**



## TABLE OF CONTENTS

	PAGE
<b>PREAMBLE</b>	<b>1</b>
<b>ARTICLE I -- MANAGEMENT RIGHTS</b>	<b>1</b>
<b>ARTICLE II -- EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES</b>	<b>1</b>
A. ASSOCIATION DUES DEDUCTIONS	1
B. TIME OFF FOR MEETING AND CONFERRING	2
C. USE OF CITY FACILITIES	2
D. USE OF CITY BULLETIN BOARDS	2
E. ACCESS TO WORK LOCATIONS	2
F. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE	2
G. PRIOR NOTICE OF CHANGE	2
<b>ARTICLE III -- SALARY/CLASSIFICATION PLAN</b>	<b>3</b>
A. NEW APPOINTMENTS	3
B. THE SALARY SCALE PLAN	3
C. SALARY PLAN ADMINISTRATION	4
D. EVALUATION DATE DEFINED	4
E. THE PROBATIONARY PERIOD	4
F. ACTING ASSIGNMENT	5
G. Y-RATING	5
H. PROMOTION	5
I. DEMOTION	5
<b>ARTICLE IV -- COMPENSATION AND BENEFITS</b>	<b>6</b>
A. COMPENSATION	6
B. SALARY	6
C. HOURLY RATE DEFINED	7
D. BILINGUAL PAY	7
E. CANINE ASSIGNMENT	7
F. EDUCATION INCENTIVE PROGRAM	9
G. FIELD TRAINING OFFICER COMPENSATION	9
H. FIREARMS QUALIFICATION	10
I. AVIATION OBSERVER ASSIGNMENT	10
J. LONGEVITY PAY	10
K. MOTORCYCLE ASSIGNMENT	11
L. OVERTIME	11
M. OFF DUTY COURT ON-CALL COMPENSATION	12
N. INVESTIGATIVE SERVICES ON-CALL COMPENSATION	13
O. UNIFORM ALLOWANCE	13

	PAGE
P. DEFERRED COMPENSATION PARTICIPATION	14
Q. MAINTENANCE OF INSURANCE	14
R. DENTAL INSURANCE	14
S. HEALTH INSURANCE	14
T. CASH IN LIEU	15
U. SECTION 125 BENEFIT PLAN	15
V. LIFE INSURANCE	17
W. RETIREMENT	17
X. COLLATERAL RETIREE BENEFIT	18
<del>X-Y.</del> TUITION REIMBURSEMENT	19
<del>Y-Z.</del> ONE TIME PAYMENT	20
<b>ARTICLE V -- ATTENDANCE AND LEAVES</b>	<b>19</b>
A. HOURS OF WORK	19
B. ATTENDANCE	19
C. SERVICE ANNIVERSARY DATE DEFINED	19
D. BEREAVEMENT LEAVE	20
E. COMPENSATORY TIME OFF	20
F. HOLIDAYS	20
G. ON-CALL LEAVE BANK	21
H. SICK LEAVE	22
I. VACATION	24
J. MILITARY LEAVE	25
K. LEAVE OF ABSENCE WITHOUT PAY	25
L. ADMINISTRATIVE LEAVE	26
M. MATERNITY LEAVE	26
N. PATERNITY LEAVE	26
<b>ARTICLE VI -- INDUSTRIAL INJURIES AND ACCIDENTS</b>	<b>26</b>
<b>ARTICLE VII -- SEPARATION FROM CITY SERVICE</b>	<b>26</b>
A. MANNER OF SEPARATION	26
B. LAYOFF PROCEDURE	27
<b>ARTICLE VIII -- STANDARDS OF CONDUCT</b>	<b>29</b>
<b>ARTICLE IX -- DISCIPLINE</b>	<b>30</b>
<b>ARTICLE X -- GRIEVANCE PROCEDURE</b>	<b>31</b>
A. DEFINED	31
B. PROCEDURE	31
<b>ARTICLE XI -- PERSONNEL FILES</b>	<b>34</b>
<b>ARTICLE XII -- OUTSIDE EMPLOYMENT</b>	<b>34</b>

iii

## PREAMBLE

This Memorandum of Understanding on wages, hours, and working conditions is between representatives of the Pomona City Council (hereinafter referred to as the "City") and the Pomona Police Officers' Association Inc. (hereinafter referred to as the "Police Association") which is the recognized employee organization for all sworn regular employees of the City of Pomona Police Department except those designated management and confidential employees (hereinafter referred to as "Affected Police Employees") pursuant to Chapter 7-52-280(b)(1) of the Pomona City Code.

In the interest of maintaining harmonious relations between the City and all affected employees, authorized representatives of the City and Police Association have met and conferred in good faith concerning wages, hours, and other terms and conditions of employment.

## I. MANAGEMENT RIGHTS

The City retains all of its rights not specifically delegated by this Agreement including, but not limited to, the right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or funds; maintain the efficiency of governmental operations; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and, exercise control and discretion over its organization and the technology of performing its work.

An emergency shall be considered a situation requiring necessary action for the preservation of the public peace, health or safety.

The impact of the City's determination to exercise its rights that materially affect wages, hours, and working conditions shall be subject to the meet and confer process.

## II. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

### A. ASSOCIATION DUES DEDUCTIONS.

1. Effective upon approval of this Agreement, the City shall implement a variable Police Association dues deduction to be deducted from the paychecks of those employees who authorize such deductions during the term of this agreement.
2. The language of any form by which any affected employees may authorize such deductions shall be mutually agreed upon by the City and Police Association. Said forms shall be signed by the employee and retained on file in the Finance Department.
3. Any changes in dues deductions must be received by the Finance Department no later than the end of the current pay period for deduction to begin the following month. Remittance of the aggregate amount of all Police Association dues deducted by the City shall be made as designated in writing by the Police Association within thirty (30) days after the end of the pay period.

4. In case of termination or insufficient earnings, the City shall not make the requested deduction. In such cases, collection shall be a matter between the Police Association and the employee.
  5. The Police Association agrees that the City shall not be liable to the Police Association, employees, or any party by reason of the requirements of this provision for any sums other than those constituting actual deductions made from the employee's wages earned. The Police Association shall hold the City harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the City under this Article.
- B. TIME OFF FOR MEETING AND CONFERRING. Every February, each Police Association member shall give four (4) hours of accrued vacation leave to a bank. If the employee does not have four (4) hours of vacation leave accrued in the pay period the deduction is made, the deduction shall be limited to the amount of vacation leave available. Police Association representatives may use these hours for the purpose of meeting and conferring with City or other related labor relations business.
- C. USE OF CITY FACILITIES. The City shall provide the Police Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services. The City may charge the Police Association such fees as necessary to offset the costs of providing such facilities for Police Association use. Supervisor approval shall be requested and required as a condition precedent to an employee being released from duty to attend Police Association business.
- D. USE OF CITY BULLETIN BOARDS. The Police Association may use City bulletin boards for matters within the scope of representation of its members so long as such use does not interfere with the City's use of such bulletin boards or cause any disruption within the City service. Materials posted by the Police Association shall not contain language reasonably regarded as containing personal attacks upon any City personnel. In the absence of any available City bulletin board, the Police Association shall be given the option of providing its own bulletin board of mutually agreed upon size, type, and location.
- E. ACCESS TO WORK LOCATIONS. Police Association officers and officially designated representatives shall have reasonable access to employee work locations for the purpose of processing grievances as provided in this Agreement. Such access shall be restricted so as not to interfere with the normal conduct of City services, or with established City safety or security standards.
- F. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE. The City shall post the approved MOU on the City's web page as soon as it is practical.
- G. PRIOR NOTICE OF CHANGE. Except in emergency situations, the City shall provide the Police Association with fifteen (15) working days prior notice of significant changes in City organization, operations, policies, or rules implemented in accordance with the rights and responsibilities of Article II of this Agreement which may affect employees covered by this Agreement.

### III. SALARY/CLASSIFICATION PLAN

- A. NEW APPOINTMENTS. Normally, appointments of new employees shall be made at the minimum of the appropriate pay scale/step. When the appointing authority determines that hiring of a new employee is of significant benefit to the City and can only be accomplished by hiring the applicant at a step greater than Step 1, the following procedure may be used: upon the recommendation of the Police Chief an appointment may be made at Step 2 of the salary scale. The Human Resources Director is authorized to approve the hiring of a candidate at Step 3; and only the City Manager is authorized to approve the hiring of a candidate at Step 4 or 5.
- B. THE SALARY SCALE PLAN. The salary step plan as described in Article IV.A and B of this Agreement shall provide a salary scale for each Police Association employee job classification. Such salary scale shall be divided into five (5) salary step levels, which shall be interpreted and applied as follows:
1. FIRST STEP. The first salary step level shall be the minimum rate and normally shall be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level pursuant to Article III.A.
  2. SECOND STEP. ~~For employees in the unit prior to October 10, 2021, the~~ second salary step level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. For employees hired, promoted, or otherwise appointed into the unit on or after October 10, 2021, the second salary step level may be granted to an employee after satisfactory completion of twelve (12) calendar months of service during the probationary period. This second step may be granted prior to, or at the time of, satisfactory completion of the original new-hire probationary period.
  3. THIRD STEP. The third salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  4. FOURTH STEP. The fourth salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  5. FIFTH STEP. The fifth salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  6. Employees who are hired or promoted by the City at a step other than Step 1 shall advance to the next step one (1) year from the date of appointment and annually thereafter as long as the employee meets the qualifications of the next step.

7. Lateral Police Officers may be granted a step increase after satisfactory completion of six (6) calendar months of service. Lateral Police Officers hired on or after October 10, 2021 may be granted a step increase after satisfactory completion of twelve (12) months of service.

C. SALARY PLAN ADMINISTRATION.

1. Employees shall be compensated on a biweekly basis.
2. No employee shall receive compensation of any type while on leave of absence without pay or while absent from duty without official leave.
3. If the salary scale for a particular job classification is either increased or decreased, then all employees within that classification may maintain the same salary step level in the adjusted salary scale.
4. At the discretion of the Police Chief, the City may accelerate salary step advancement for individual employees.
5. The Police Chief, or designee, may do a special performance evaluation on an employee, and grant a one (1) step increase at a date other than the employee's step anniversary date.

D. EVALUATION DATE DEFINED. The evaluation date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan and/or the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered an event which establishes a new evaluation date.

1. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.
2. The evaluation date for any employee who has taken a leave of absence without pay (excluding disciplinary actions) during the evaluation period for a total of eighty (80) hours or more, shall be extended by one (1) biweekly pay period for each 80 hours of absence.

E. THE PROBATIONARY PERIOD.

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to City service, or appointment to a new job classification, except by virtue of a reclassification, within City service. The length of the probationary period shall be for twelve (12) months of continuous service unless otherwise specified by the City. Only the City Manager, or designee, may extend an employee's probationary period and then only for a maximum of six (6) months.
  - a. In addition, if an employee is absent for 120 hours or more during his/her initial hire probationary period, it shall be extended by the number of hours the employee was absent during the probationary period, provided the Human Resources Department informs the



employee (in person or by certified mail at the employee's last known address as provided by the employee to the City) and the Police Chief (or designee) of the extension at least one calendar week prior to the end of the initial hire probationary period.

2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be regular until the employee has successfully passed his/her probationary period. Such probationary period shall be considered as part of the employee's examination process, during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment. Probationary employees shall be "at-will" and shall serve at the pleasure of the appointing officer or body.
  3. Any new hire appointment or promotion within the City service shall be tentative and subject to the probationary period during which the appointed/promoted employee may be rejected by the City without right of appeal.
  4. Any promotional employee rejected during the probationary period shall be reinstated to the job classification held prior to the promotion.
- F. ACTING ASSIGNMENT. The City may, at its discretion, appoint an employee to an "acting" capacity to fill a position vacant due to separation, extended illness, or leave without pay in a job classification different than that currently held by the employee. The employee shall receive a 5% salary increase or the minimum salary step of the higher classification, whichever is greater, effective on the 9<sup>th</sup> consecutive working day of acting service. Service in an acting capacity shall not continue for a period of time exceeding three hundred sixty five (365) calendar days, nor be considered in establishing an employee's evaluation date for the purpose of applying the salary step plan.
- G. Y-RATING. The City may, at its discretion, Y-Rate any employee in City service. Such action shall not take effect until the employee has had sixty (60) calendar days advance notice. Upon request, the City shall meet with the employee concerning the impact of the City's decision to apply a Y-Rate to the employee.
1. Y-RATING DEFINED. Normally, Y-Rating shall mean that the salary scale for the affected employee shall remain at the same rate until the employee's salary scale equals or exceeds the Y-Rating level.
- H. PROMOTION. The City may, via a competitive process, promote any employee to a different job classification within the City service having increased duties and responsibilities, and/or higher job qualifications, and/or a higher salary scale level. Upon promotion, an employee shall receive a minimum salary increase of at least five (5) percent, provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and shall be subject to the probationary period.

- I. DEMOTION. The City may, in accordance with this Agreement and appropriate showing of disciplinary cause, demote any employee to a different job classification within City service having decreased duties and responsibilities, and/or lower job qualifications, and/or a lower salary scale level. Upon demotion, an employee shall receive a salary decrease of not more than five (5) percent; provided that no employee shall receive a salary which exceeds the maximum or minimum salary step level established for the new job classification. A demotion shall establish a new evaluation date for purposes of applying the salary step plan and performance evaluation date.

#### IV. **COMPENSATION AND BENEFITS**

##### A. COMPENSATION.

1. Effective October 1, 2015 and each October 1<sup>st</sup> thereafter, the top step salary for Police Officer shall be adjusted to the median or mean salary, whichever is higher, of the fourteen (14) survey cities, not to exceed 2.5%. For example, if the survey results show Police Officer as 2% below the median/mean, salaries shall be adjusted by 2%. If the survey results indicate 3% below the median/mean, salaries shall be adjusted by 2.5%. Nothing in this language precludes either PPOA or the City from negotiating a different salary adjustment through the standard meet and confer process.
2. The City shall maintain the salary alignment of 5% between steps rounded to the nearest whole dollar as follows:
 

Police Corporal –	Top Step Police Corporal shall be 10% above Top Step Police Officer
Police Investigator –	Top Step Police Investigator shall be 12% above Top Step Police Officer
Police Sergeant –	Top Step Police Sergeant shall be 15% above Top Step Police Investigator
3. The Survey Cities have been identified as Chino, Corona, Fullerton, Glendale, Inglewood, Ontario, Orange, Pasadena, Riverside, San Bernardino, Santa Ana, Torrance, Upland, and West Covina.
4. Pursuant to Section IV.A.1, the City and the Association negotiated the following salary increases in lieu of the salary survey up to a 2.5% cap:
  - a. Effective October 1, ~~2019~~2021, the City shall increase each step within the salary /scale for each employee by ~~5%~~3%.
  - b. Effective October 1, ~~2020~~2022, the City shall increase each step within the salary scale for each employee by 2.5%.

- B. SALARY. Police Association employees' base salaries shall be established as follows:

**Approximate Monthly Salary Effective October 1, 2018**

<b>Job Classification</b>	<b>Scale</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
-	-	-	-	-	-	-
Police Officer	PS-0010	6,232	6,550	6,888	7,237	7,609
Police Corporal	PS-0030	6,855	7,205	7,577	7,959	8,370
Police Investigator	PS-0040	6,980	7,336	7,713	8,105	8,522
Police Sergeant	PS-0050	8,026	8,438	8,869	9,320	9,800

**Approximate Monthly Salary Effective October 1, 2019 – 5% Increase**

<b>Job Classification</b>	<b>Scale</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
-	-	-	-	-	-	-
Police Officer	PS-0010	6,544	6,878	7,232	7,599	7,989
Police Corporal	PS-0030	7,198	7,565	7,956	8,357	8,789
Police Investigator	PS-0040	7,329	7,703	8,099	8,510	8,948
Police Sergeant	PS-0050	8,427	8,860	9,312	9,786	10,290

**Approximate Monthly Salary Effective October 1, 2020 – 5% Increase**

<b>Job Classification</b>	<b>Scale</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
-	-	-	-	-	-	-
Police Officer	PS-0010	6,871	7,222	7,594	7,979	8,388
Police Corporal	PS-0030	7,558	7,943	8,354	8,775	9,228
Police Investigator	PS-0040	7,695	8,088	8,504	8,936	9,395
Police Sergeant	PS-0050	8,848	9,303	9,778	10,275	10,805

**Approximate Monthly Salary Effective October 1, 2021 – 3% Increase**

<b>Job Classification</b>	<b>Scale</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
-	-	-	-	-	-	-
Police Officer	PS-0010	7,077	7,439	7,822	8,218	8,640
Police Corporal	PS-0030	7,785	8,181	8,605	9,038	9,505
Police Investigator	PS-0040	7,926	8,331	8,759	9,204	9,677
Police Sergeant	PS-0050	9,113	9,582	10,071	10,583	11,129

**Approximate Monthly Salary Effective October 1, 2022 – 2.5% Increase**

<b>Job Classification</b>	<b>Scale</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
-	-	-	-	-	-	-
Police Officer	PS-0010	7,254	7,625	8,018	8,423	8,856
Police Corporal	PS-0030	7,980	8,386	8,820	9,264	9,743
Police Investigator	PS-0040	8,124	8,539	8,978	9,434	9,919
Police Sergeant	PS-0050	9,341	9,822	10,323	10,848	11,407

C. HOURLY RATE DEFINED.

1. BASE HOURLY RATE. For purposes of payroll computation, the base hourly rate for all affected employees shall be the applicable base salary as set forth in Article IV.B multiplied by 12 and divided by 2080.
  2. REGULAR HOURLY RATE. For purposes of payroll computation, the regular hourly rate for all affected employees shall be the applicable base salary as set forth in Article IV.B plus Education Incentive and Longevity pay multiplied by 12 and divided by 2080.
- D. BILINGUAL PAY. Each affected Police Association employee (other than those on new-hire probation) who has the ability to fluently converse in one of the ~~designated following~~ languages: ~~Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American sign languages~~, and uses the language in his/her work, shall receive additional compensation in the amount of ~~\$58 per pay period one thousand two hundred and fifty dollars (\$1,250) (gross amount) per year~~, if approved by the Police Chief. The designated languages are: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog, or American Sign Language. The City additionally reserves the right to expand the category of accepted languages that shall qualify for additional compensation. This additional compensation shall be paid to the qualifying employee over 26 pay periods during the fiscal year. ~~Effective September 15, 2019, the bilingual pay shall be \$58 per pay period.~~ The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. ~~The City additionally reserves the right to expand the category of accepted languages that shall qualify for additional compensation.~~ In the event an affected employee is fluent in more than one of the accepted languages, the employee shall not receive additional compensation for the multiple language ability. The multilingual compensation shall be limited to ~~\$1,250 per year. Effective September 15, 2019, the multilingual compensation shall be limited to \$58 per pay period.~~ Effective October 10, 2021, employees on new-hire probation will also be eligible for bilingual compensation.
- E. CANINE ASSIGNMENT. Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring, grooming, feeding, and training their canine and maintaining their canine vehicle/unit. 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 for the performance of such duties. The FLSA also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the FLSA. In addition, both parties believe that the following agreement does comply with the requirements of the FLSA.
1. Officers assigned to canine detail generally work a 4-10 work schedule. In addition, it is understood that unit members normally spend approximately forty-five (45) minutes per day or 5.25 hours per week performing off-duty work related to their canines.

2. Given the preceding, the City and the Association agree that compensation for off-duty canine care shall be provided to officers assigned to canine detail as follows:
  - a. Officers assigned to the canine officer detail who have been generally assigned a 4/10 work schedule (four ten-hour days per week) shall work three nine-hour and fifteen minute (9.25 hours) shifts and one seven-(7) hour training shift per week. As such, these officers shall be regularly scheduled to work and be compensated for 34.75 hours per week.
  - b. In addition, officers assigned the canine officer detail shall be compensated for forty-five (45) minutes per day or 5.25 hours per week (which equates to 22.75 hours per month) performing off-duty work related to their canines.
3. The 34.75 hours of regularly assigned time plus the 5.25 hours of off-duty canine duties equates to 40 hours per week, the same number of hours which other officers in the Department are regularly assigned to work. It is the intent of the parties in entering into this agreement that the officers assigned to canine officer detail shall be scheduled to work the same number of hours per week as other officers in the Department who are not assigned to canine officer detail. As such, it is the intent of the parties that officers assigned to canine officer detail shall not be entitled to overtime compensation for their off-duty activities, because the work time spent on those activities, when combined with their regularly scheduled hours is equal to 40 hours per week. Officers assigned to the canine detail shall be eligible to receive overtime compensation for working overtime hours just like any other officer in the Department.
4. A unit member who is 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 hours worked by the officer working canine detail, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work.

F. EDUCATION INCENTIVE PROGRAM.

1. COMPENSATION. The City agrees to pay Police Association employees possessing a POST Certificate(s) or college degree(s) an additional pay allowance as follows:
  - a. Employees possessing an Intermediate POST Certificate or an Associate's Degree shall receive a monthly pay amount equal to three percent (3%) of the employee's base salary plus \$100.00.
  - b. Employees possessing an Advanced POST Certificate or possessing a Bachelor's Degree shall receive a monthly pay amount equal to six percent (6%) of the employee's base salary plus \$200.00.

- c. Employees possessing a Master, Juris Doctor or Doctorate degree shall receive an additional monthly payment of \$200.00.
  - d. The effective date of any educational incentive pay based upon POST certificate will be the beginning of the pay period after the effective date on the POST certificate. An earlier effective date may be approved by the Human Resources/Risk Management Director for unusual circumstances (such as an administrative error due to no fault of the employee).
  - e. The effective date of any educational incentive pay based upon receipt of a college degree will be the beginning of the pay period after the effective date of the degree or the pay period after the employee provides the necessary documentation to the designated contact in the Police Department, whichever is later.
2. ELIGIBILITY. The Education Incentive Compensation policy provides that affected employees shall not be eligible to receive such compensation until successfully completing the required new employee probationary period.
  3. The education incentive pay shall be paid biweekly in the employee's regular paycheck.
  4. Educational Incentive Pay is calculated from base salary and is also included in the definition of "regularly hourly rate" pursuant to Article IV.C.

G. FIELD TRAINING OFFICER COMPENSATION.

1. Among the designated duties of individuals occupying the classification of CORPORAL, is the periodic assignment to the department PHASE TRAINING PROGRAM as "Field Training Officer" for probationary police officer employees and for other individuals as designed by the Police Chief, or designee. Corporals receive no premium compensation in connection with performance of said field training officer assignment. However, circumstances do arise where the corporal assigned as a field training officer in the PHASE TRAINING PROGRAM is temporarily unavailable to perform said field training duties because of injury, illness, training requirements, or other reasons. In order to allow the PHASE TRAINING PROGRAM to continue in the temporary absence of the assigned corporal/training officer as to any particular trainee, the Department does maintain its management right to assign any individual occupying the classification of Police Officer who is POST certified as a Field Training Officer, to act as the Field Training Officer for non-reserve police officer training during the temporary absence of the appointed corporal.
2. In those instances where the individual classified as a police officer acts as a Field Training Officer for non-reserve police officer trainees for a temporarily absent corporal ~~and does so for two (2) consecutive, complete shifts~~, said police officer shall receive a premium equal to five percent (5%) of base salary for all complete consecutive shifts during which time said police officer was assigned to perform said field training officer duties.



~~2.3.~~ In the alternative, in any situation where the Department Training Bureau assigns a police officer as a PHASE TRAINING PROGRAM Field Training Officer for non-reserve police officer trainees for an entire phase, as opposed to serving as a temporary substitute for the assigned corporal Field Training Officer, then said individual shall receive a premium equal to five percent (5%) of base salary for the duration of the PHASE TRAINING PROGRAM assignment.

H. FIREARMS QUALIFICATION.

1. Affected Police Association employees shall qualify once every two (2) months.
2. The City shall pay \$8.00 per month for each month in which affected employees meet or exceed minimum department standards for firearms proficiency.
3. Generally, employees shall shoot on duty as part of their regular hours of work. Employees who may be required to shoot outside of their regular work shift during hours which are adjacent to their regular work hours (i.e., either just before or after their shift) shall be paid for actual hours worked. However, employees who are required to shoot outside of their regular work hours at a time which is not adjacent to their regular work hours shall be compensated for a minimum of three (3) hours at time-and-one-half of the employee's regular rate of pay for each such round of shooting.

- I. AVIATION OBSERVER ASSIGNMENT. Each Police Association employee assigned to duty as an Aviation Observer as his/her regular or temporary assignment shall receive 5% above their hourly rate for hours worked as an observer.

J. LONGEVITY PAY.

1. Effective October 10, 2021, all employees who have completed ten (10) years of service as a sworn Pomona peace officer, which may include previous peace officer experience (excluding military law enforcement service) shall receive 2.5% of their base salary.
2. Effective October 10, 2021, all employees who have completed fifteen (15) years of service as a sworn Pomona peace officer, which may include previous peace officer experience (excluding military law enforcement service), shall receive 5% of their base salary.
3. All employees hired after January 1, 2002, who have completed twenty (20) years of service as a sworn Pomona peace officer, which may include previous peace officer experience (excluding military law enforcement service), shall receive 10% of their base salary.
4. All employees hired prior to January 1, 2002, who complete twenty (20) years of service as a sworn peace officer, which may include up to four (4) years of military law enforcement service, shall receive 14.5% of their base salary.

~~2. All new employees hired after January 1, 2002, who have completed twenty (20) years of service as a sworn Pomona peace officer, which may include previous peace officer experience (excluding military law enforcement service), shall receive 10% of their base salary.~~

~~5. The longevity rates represent the total amount provided to the employee based upon the years of service and hire date and are not compounded. For example, an employee hired after January 2002 with twenty years of service receives 10% longevity pay in total.~~

~~2.6. The longevity pay shall be paid on a biweekly basis and included in the employee's regular paycheck.~~

~~7. Longevity pay is calculated from base salary and is also included in the definition of "regular hourly rate" pursuant to Article IV.C.~~

~~3.8. Employees are required to complete and submit a written request for longevity pay and if applicable provide documentation showing prior qualifying peace officer experience. Longevity pay will be effective the pay period beginning after the employee becomes eligible or after the employee submits the required request and documentation, whichever is later.~~

K. MOTORCYCLE ASSIGNMENT. Each Police Association employee assigned to motorcycle duty shall receive \$100 per month pay allowance. When an officer is transferred to another assignment, this pay allowance shall cease. If the transfer occurs during the month, the officer shall be entitled to a pro rata portion of the monthly allowances for that portion of the month spent in the motorcycle assignment.

L. OVERTIME.

1. Effective July 1, 2012, employees shall be subject to the Section 207(k) partial overtime exemption for police officers with a 14 day FLSA work period and an 80 hour FLSA overtime threshold. Only hours actually worked above 80 hours in the defined FLSA work period, shall be paid as overtime at 1.5 times the employee's regular rate of pay. Employees ordered into work while off duty shall receive overtime.

2. Vacation, holiday, and on-call leave bank time taken shall be considered time worked for purposes of computing overtime. Effective September 15, 2019, all paid leaves excluding sick leave and leaves related to workers compensation benefits shall be considered as time worked for purposes of computing overtime.

3. Notwithstanding the preceding paragraph, anytime an employee works hours outside of his/her regular work hours where the City can bill for those hours and be reimbursed for those hours at the rate of time and one half (1.5) the employee's regular rate of pay, the employee shall be paid at such rate by the City. If such hours are pursuant to a special detail (e.g., at the



Los Angeles County Fair, movie shoots or PUSD sporting events), the hours shall not be combined with the unit member's regular work hours for purposes of calculating overtime under this MOU. If the hours are regular work hours, even though the employee shall be paid at time and one half (because the City is being reimbursed at time and one half) they shall be recorded as hours worked on an hour for hour basis, not an hour and one half for each hour worked.

4. Mandatory off-duty training shall be compensated on a straight-time basis at the employee's regular rate of pay, with a minimum of three (3) hours, unless the employee qualifies for overtime (i.e., the employee works in excess of 80 hours in the work period).
5. Existing minimums established for court time or other call-back time shall not be considered as hours actually worked for purposes of computing time and one-half overtime.
6. CANCELLATION OF OFF-DUTY ASSIGNMENT. Employees who are scheduled to work outside of their regular work schedule shall be paid two (2) hours at time and one half the employee's regular rate of pay if said assignment is canceled less than 48 hours before the assignment. These hours do not constitute hours worked. The cancellation pay does not apply to assignments made less than 48 hours in advance.
7. CANCELLATION OF COURT APPEARANCE. Employees who are scheduled to appear in court and are cancelled less than 48 hours before their appearance shall receive two (2) hours of leave time.

M. OFF DUTY COURT ~~ON-CALL~~ COMPENSATION. Except as provided herein, each affected employee in an off-duty status shall receive the following compensation both for on-call status and for court appearances:

1. On-Call Compensation

a. Effective February 19, 2017, employees placed on call for court shall receive two (2) hours of on-call compensation, one (1) hour as accrued leave in the On-call Leave Bank pursuant to Article V.G. and one hour pay. Effective November 21, 2021, employees placed on call for court shall receive (2) hours of on-call compensation, which will be compensated either as leave accrued to the On-Call Leave Bank or as pay as the employees discretion. Compensation for on-call duty is at the straight time rate (either leave or pay).

b. This on-call compensation is paid whether or not the employee is called into court and is separate from compensation for actual time spent in court described below.

c. At no time shall an employee receive on-call compensation when in an on-duty status, whether it be his/her regularly assigned shift or a contracted overtime assignment.

~~1.~~

2. Court Appearance Compensation

- a. In the event an employee is on an on-call status and is called into court, he/she shall receive compensation for the actual time spent in court, with a minimum of three (3) hours at time and one-half the regular hourly rate, if in an off-duty status for said three (3) hours minimum.
- b. If the employee reverts to an on-duty status prior to completion of the three (3) hour minimum, he/she shall be compensated for actual court appearance time prior to his/her reversion to an on-duty status at time and one-half the regular hourly rate.
- c. Employees must record actual hours worked on their time sheet so it is clear how much time they actually worked. Only time actually worked shall count as hours worked for purposes of determining whether the employee has reached the overtime threshold. If an employee's actual hours worked exceed the overtime threshold in a particular work period, the actual hours worked shall be added to the compensatory time off bank or be paid (not placed in the Leave Bank of Article V. G).
- a-d. An employee can only receive one three (3) hour minimum for each morning court session (8:00 a.m. – 12:00 p.m.) and one three (3) hour minimum for each afternoon court session (1:00 p.m. – 5:00 p.m.) on the same day
- b-e. An employee shall be compensated for no more than one (1) on-call subpoena in the morning or afternoon hours of the same court day.

~~2.1. At no time shall an employee receive on-call compensation when in an on-duty status, whether it be his/her regularly assigned shift or a contracted overtime assignment.~~

**N. SEE SEPARATE PROPOSED LANGUAGE INVESTIGATIVE ON-CALL COMPENSATION.**

1. Employees assigned to Investigative On-call and required by the City to be available to respond to work outside their scheduled hours of work shall receive on-call compensation at the rate of two (2) hours of compensation each day Monday through Friday, four (4) hours for Saturday, four (4) hours for Sunday and four (4) hours for holidays. Employees shall be compensated four (4) hours Monday – Friday for each such day there is not an investigation team regularly assigned to work on that day.
2. Form of Compensation. Effective February 19, 2017, Investigative On-call Compensation in this Section shall be provided in a combination of leave accrued to the On-call Leave Bank set forth in Article V.G. and in pay at the regular hourly rate as defined in Section IV(C) as follows:
  - a. Monday to Friday – Assigned Work Day (2 hours): Accrued leave
  - b. Monday to Friday – Regular Day Off (2 hours): Pay
  - c. Saturday and Sunday (4 hours): Pay
  - d. Holidays (4 hours): Pay

Effective November 21, 2021, Investigative On-Call Compensation in this Section may be accrued as leave in the On-call Leave Bank or taken as

pay at the employee's discretion. Compensation for on-call duty is at the straight time regular hourly rate as defined in Section IV (C) (either leave or pay).

3. — ~~Examples.~~

~~a. An employee who works Monday through Thursday shall receive the following:~~

~~i. Monday to Thursday: 8 hours of accrued leave (2 hours per day);~~

~~ii. Friday: 2 hours of pay; and~~

~~iii. Saturday and Sunday: 8 hours of pay (4 hours per day).~~

~~b. An employee who works Tuesday through Friday shall receive the following:~~

~~i. Monday: 2 hours of pay;~~

~~ii. Tuesday to Friday: 8 hours of accrued leave (2 hours per day); and~~

~~iii. Saturday and Sunday: 8 hours of pay (4 hours per day).~~

O. UNIFORM ALLOWANCE.

1. Effective upon each affected Police Association employee's sworn anniversary date, the employee shall receive an annual uniform allowance in the amount of \$40 per pay period. Employees must be in a paid status to receive the uniform allowance.
2. Employees in investigative services shall dress in accordance with the casual dress policy, i.e., skirt or slacks, long or short sleeve collared shirt, brown or black leather or rubber soled shoes but not sneakers or sandals. The parties agree that those employees in investigative services who go to court shall either dress in business attire or a police uniform.
3. The parties agree that the casual dress policy for investigative services that was disseminated on July 11, 2011 shall not change during the duration of this Agreement without mutual agreement.

P. DEFERRED COMPENSATION PARTICIPATION.

1. The City shall provide a deferred compensation plan, which may be utilized by an employee on an optional basis.
2. Automatic Contribution. The City will enroll any new employee hired into the unit on or after January 1, 2015 unless the employee opts out of the plan in writing.
  - a. The City will withhold \$25 from the employee's wages each pay period to contribute to the plan as the default amount.
  - b. The employee may elect to contribute an amount different from the \$25 per pay period default amount (including opting out completely).
  - c. The employee will be required to provide information and complete any forms required by the Plan. Failure to complete the form will

result in automatic enrollment in the default plan chosen by the Plan Administrator.

3. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan that provides for the best interests of both the employees and the City, and complies with Federal law. Such plan shall be implemented without cost to the City.

Q. MAINTENANCE OF INSURANCE. The City shall maintain the employee's insurance as long as the employee is in a paid status for any portion of a month. Absences due to disciplinary suspensions are not considered "Unpaid Status" for purposes of receiving paid insurance benefits.

R. DENTAL INSURANCE.

1. The City agrees to pay up to a maximum contribution of \$75 per month for City provided dental insurance premiums.
2. So long as they are available, the City shall continue to offer two (2) dental plans with plan selection at the employee's option.

S. HEALTH INSURANCE.

1. CalPERS: The City shall offer health insurance coverage through the California Public Employees' Retirement System (CalPERS) to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA). The availability, terms and conditions of such programs are solely within the scope and control of CalPERS. The City agrees to pay up to a maximum contribution of \$700 per month for City provided health insurance.
2. In the event that the City wishes to adopt any alternate/additional health plans, the parties agree to meet and confer.
3. Any cost for medical and dental insurance that exceeds the City's contribution is the responsibility of the employee and the employee shall cover the cost through payroll deduction on a pre-tax basis. Any balance remaining from the City's contribution shall remain with the City.
4. If any other City employees' association receives a health insurance increase that exceeds the current level of the Police Association, the Police Association's health insurance contribution shall be increased equal to the highest amount. This "me too" provision applies only to increases to the \$700 health insurance contribution and does not apply to the Section 125 Benefit Plan Contribution.
5. The parties agree to meet and confer on Sections S, T, U or other health-related provisions to address the impacts of the Affordable Care Act or other alternative legislation.

T. CASH IN LIEU.

1. Employees who provide the City with satisfactory proof of medical insurance coverage comparable to the City's medical insurance plan can decline, in writing, coverage on the City's medical insurance plans. The alternative medical coverage must meet all of the requirements of the Affordable Care Act (ACA) or successor legislation and related regulations for an eligible Opt-Out Arrangement. The employee who declines enrolling in health insurance coverage and meets the applicable legal requirements shall receive the "employee only" premium which is equal to the least expensive City medical insurance plan, not to exceed \$700 per month.
2. Married City employees, which includes registered domestic partners, may enroll in a medical plan as a family with one employee as the subscriber and one as a dependent and either 1) combine the City's \$700 contributions for medical insurance in Section IV.S; OR 2) the subscriber can receive the \$700 contribution and the dependent can receive cash-in-lieu subject to the provisions in Section IV.T.1.

U. SECTION 125 BENEFIT PLAN.

1. An IRS Code Section 125 Benefit Plan shall be established providing employees with the opportunity, through payroll deduction, to pay for legally permissible benefits. The City shall designate a Plan Administrator to administer the Plan. Any and all charges, including charges for reimbursement accounts under the Plan, shall be paid by the employee for whom the charge is assessed. The City shall not be responsible for the cost of administering the Plan. The City shall notify employees of the flexible benefit plan and of their rights and their responsibilities under the Plan. Each employee shall be offered opportunity to participate in the Plan.
2. The Section 125 Plan shall consist of the current health insurance and dental insurance plans, plus any optional insurance benefits offered by the Plan Administrator. It is mandatory that employees participate in the employee only health and dental coverage plans, unless the employee can provide proof of coverage in a plan comparable to those offered by the City that meets the requirements of the ACA or successor legislation for an Eligible Opt-Out Arrangement.
3. Any cost for medical and dental insurance that exceeds the City's contribution is the responsibility of the employee and the employee shall cover the cost through payroll deduction on a pre-tax basis. The purchase of optional benefits shall be the responsibility of the employee through authorized payroll deduction. No City contribution shall be made towards optional benefits.
4. Section 125 Benefit Plan Contributions.
  - a. ~~Effective the first paycheck January 2019, t~~The City shall make a ~~monthly~~ contribution to the Section 125 Benefit Plan ~~of \$25 per month for those who enroll in single medical coverage or waive medical coverage pursuant to Section IV.T and \$225 per month for those employees who enroll in two-party or family medical~~

~~coverage. For benefit plan years 2020 and 2021, the City shall make a City contribution to the Section 125 benefit plan as follows:~~

<u>Level of Medical Coverage</u>	<u>City Contribution Effective the First Paycheck in December</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Waive</u>	<u>\$45</u>	<u>\$45</u>	<u>\$45</u>
<u>Single</u>	<u>\$65</u>	<u>\$65</u>	<u>\$65</u>
<u>Two-party</u>	<u>\$425</u>	<u>\$525</u>	<u>\$625</u>
<u>Family</u>	<u>\$625</u>	<u>\$825</u>	<u>\$1025</u>

<u>Level of Medical Coverage</u>	<u>City Contribution effective the first pay check in December 2019</u>	<u>City Contribution effective the first pay check in December 2020</u>
<u>Waive</u>	<u>\$35</u>	<u>\$45</u>
<u>Single</u>	<u>\$45</u>	<u>\$65</u>
<u>Two-party</u>	<u>\$325</u>	<u>\$425</u>
<u>Family</u>	<u>\$425</u>	<u>\$625</u>

Employees who waive medical coverage must meet all of the requirements of Section IV.T in order to receive the contribution to the Section 125 Benefit Plan.

- b. Employees who are married or registered domestic partners who qualify and choose to be covered by the same medical plan shall receive the following contribution: The employee who is enrolled as the subscriber shall receive the two-party or family contribution, whichever is applicable. The employee who is enrolled as the dependent shall receive the amount applicable to those who waive coverage.
  - c. The Section 125 Benefit Plan Contribution may be used to pay for excess health, dental, or vision insurance premiums on a pre-tax basis or may be taken in taxable cash.
  - d. The Section 125 Benefit Plan Contribution is separate from the Health Contribution in IV.S and the Dental Contribution in IV.R. Retired City employees are not eligible to receive the Section 125 Benefit Plan Contribution.
- V. LIFE INSURANCE. The City shall provide and pay for life insurance and accidental death and dismemberment insurance in the amount of \$200,000 for all employees.
- W. RETIREMENT.
1. Employees hired on or before November 18, 2010, shall participate in the CalPERS 3% at 50 Plan, pursuant to Government Code Section 21362.2.

- 
2. Employees hired after November 19, 2010 who qualify as “classic members” in accordance with CalPERS regulations shall participate in the CalPERS 3% at 55 Plan, pursuant to Government Code Section 21363.1.
  3. Employees hired on or after January 1, 2013 who qualify as “new members” in accordance with the 2013 Public Employees Pension Reform Act (PEPRA) shall participate in the CalPERS 2.7% at 57 plan, pursuant to Government Code Section 7522.25.
  4. The following provisions apply to the 3% at 50 and 3% at 55 retirement plans:
    - a. Survivor Continuance pursuant to Government Code Section 21624 and 21626.
    - b. Basic 1959 Survivor Benefit pursuant to Government Code Section 21571.
    - c. Single Highest Year pursuant to Government Code Section 20042.
    - d. Military Service Credit as Public Service pursuant to Government Code Section 21024.
    - e. Credit for Unused Sick Leave pursuant to Government Code Section 20965.
    - f. Employer Paid Member Contribution (EPMC) Conversion pursuant to Government Code Section 20692.
  5. The following provisions apply to the 2.7% at 57 retirement plan:
    - a. Survivor Continuance pursuant to Government Code Section 21624 and 21626.
    - b. Basic 1959 Survivor Benefit pursuant to Government Code Section 21571.
    - c. Military Service Credit as Public Service pursuant to Government Code Section 21024.
    - d. Credit for Unused Sick Leave pursuant to Government Code Section 20965.
  6. All determinations as to which plan an employee is eligible for (3% at 50, 3% at 55 or 2.7% at 57) shall be made in compliance with CalPERS regulations. CalPERS has the final determination regarding eligibility for the 3% at 50, 3% at 55 or 2.7% at 57 plan.
  7. RETIREMENT CONTRIBUTION.
    - a. For employees hired prior to September 12, 2011, the City agrees to pay to CalPERS nine percent (9%) of the employee's compensation earnable, which would otherwise be the employee's



normal contribution. Effective July 1, 2012, these employees shall pay nine percent (9%) of the City's employer contribution to CalPERS as a pre-tax salary deduction.

- b. In the event that legislation is passed requiring employees to pay the CalPERS member contribution, the contribution being paid on the employer side (or part of it if less than the full 9% is mandated) shall be converted to paying the legislatively mandated employee's portion of the retirement cost. In the event the IRS issues a ruling that impacts the ability to pretax the contribution, the Association shall have the option at that time to convert the contribution to the employee side.
- c. Employees hired on or after September 12, 2011 shall pay nine percent (9%) of the employee's member contribution to CalPERS as a pre-tax salary deduction.
- d. If required by law, employees hired on or after January 1, 2013 who qualify as "new members" in accordance with PEPRA shall pay one-half (1/2) the normal cost as a pre-tax salary deduction. The contribution rate is determined by law and by CalPERS and will be adjusted periodically.
- e. The contributions in subsections (a) and (b) above shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code in determining the tax treatment of the contribution.
- f. The parties acknowledge that what constitutes "compensation earnable" pursuant to the Public Employees' Retirement Law is determined by CalPERS subject to judicial review.

X. COLLATERAL RETIREE BENEFIT. The City agrees to pay \$100 per month to any eligible affected retiree; eligibility is defined in subparagraph 1 below:

- 1. Employees hired prior to July 1, 2011, who are retiring with at least twenty (20) years of service with the City of Pomona, shall be provided the \$100 per month retiree benefit payment for uses at the retiree's option.
- 2. This benefit terminates when the affected retiree becomes eligible for Medicare insurance or any equivalent program in force at the time of eligibility.
- 3. This article does not diminish or alter any retiree benefits provided to affected employees retiring prior to July 1, 1987.

#### Y. TUITION REIMBURSEMENT

- 1. Effective October 10, 2021, the City will implement a Tuition Reimbursement Program for this Unit. The City shall reimburse any requesting employee for the tuition costs of enrolling in job-related professional improvement courses or required courses in a job-related



degree program offered at any accredited academic institution. Such reimbursement shall not exceed \$1,500 during any fiscal year.

2. To be eligible for such reimbursement, the requesting employee shall meet the following criteria: 1) successfully passed the initial probationary period; 2) obtain prior approval of the Police Chief and the Human Resources/Risk Management Director; and 3) receive a grade of "C" (pass) or better at the completion of the course.
3. If an employee voluntarily resigns his/her employment with the City within six (6) months after completing the course for which reimbursement was received, the employee shall reimburse the City for all tuition reimbursement paid for said course(s).

#### Y.Z. ONE-TIME PAYMENTS.

1. Fiscal Year ~~2019/2020~~2021-22 - Effective ~~the pay period beginning October 10, 2021 (pay date November 4, 2021) – October 13, 2019 (pay date November 7, 2019),~~ a one-time payment of ~~\$500~~\$6,000 will be made to each active employee in a paid status in the pay period the payment is made.
2. ~~Fiscal Year 2020/21 – Effective the pay period beginning June 21, 2020 (pay date July 16, 2020), a \$500 one-time payment will be made to each active employee in a paid status in the pay period the payment is made.~~
- 3-2. Such payments are in recognition for the unique challenges associated with performing public safety functions during the COVID-19 pandemic. The payments will not be reported to PERS as compensation (i.e. they are not "PERSable"). Employees who change bargaining units are only eligible for a single one-time payment.~~each year of the agreement.~~

## **V. ATTENDANCE AND LEAVES**

### **A. HOURS OF WORK.**

1. Work Week. The basic work schedule shall consist of a 4/10 schedule of four (4) consecutive work days of ten (10) consecutive work hours each week or a 7/80 which would include three (3) consecutive work days followed by four (4) consecutive days off, followed by four (4) consecutive work days followed by three (3) consecutive days off. The Police Chief may establish different work schedules for different work groups using either the 4/10 schedule or 7/80 schedule.
2. Lunch periods shall be paid as hours worked and scheduled by the Police Chief, or designee.

- B. ATTENDANCE. Employees shall work the schedule assigned unless granted official leave by the Police Chief, or designee.

C. SERVICE ANNIVERSARY DATE DEFINED. The Service Anniversary Date for an employee who was hired during the first week of the pay period shall have his/her service anniversary date set to the beginning of the pay period. Those employees hired during the second week of the pay period shall have his/her service anniversary date set to the first day of the following pay period.

1. Employees shall accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly pay period; however, employees shall be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee shall accrue 50% of the accruals. Employees on an unpaid leave as a result of a disciplinary action shall be entitled to full leave accruals.

D. BEREAVEMENT LEAVE.

1. An employee is entitled to a leave of absence due to the death of a member of his/her immediate family, not to exceed four (4) days if travel within the state is required or five (5) days if out-of-state travel is required.
2. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Agreement.
3. An employee's immediate family shall consist of the employee, the employee's spouse, and/or the employee's registered domestic partner and their children, step-children, mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.
4. Regular employees may use up to three (3) days of sick leave due to the death of a family member not defined above.
5. Additionally, employees may utilize sick leave or other leaves if additional leave is needed due to the death of a family member as defined under Article V.H.1.a.

E. COMPENSATORY TIME OFF.

1. Employees may accrue a maximum of 240 hours of compensatory time. Any hours earned over the cap shall be paid at their regular rate of pay.
2. Upon separation from service, employees shall be compensated at the regular rate of pay for all accrued compensatory time up to the maximum allowed accrual.

F. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time basis at the regular rate of pay [through calendar year 2021](#):

- a. January 1, New Year's Day
- b. Third Monday in January, known as Martin Luther King, Jr. Day
- c. February 12, known as Lincoln's Birthday
- d. The third Monday in February, known as President's Day
- e. The last Monday in May, known as Memorial Day
- f. July 4, Independence Day
- g. The first Monday in September, known as Labor Day
- h. November 11, known as Veteran's Day
- i. The Thursday in November appointed as Thanksgiving Day
- j. The day after Thanksgiving Day
- k. December 24, Christmas Eve
- l. December 25, Christmas Day

Employees shall receive the following paid holidays on a straight-time basis at the regular rate of pay beginning calendar year 2022:

- a. January 1, New Year's Day
- b. Third Monday in January, known as Martin Luther King, Jr. Day
- c. February 12, known as Lincoln's Birthday
- d. The third Monday in February, known as President's Day
- e. The last Monday in May, known as Memorial Day
- f. June 19, known as Juneteenth National Independence Day
- g. July 4, Independence Day
- h. The first Monday in September, known as Labor Day
- i. November 11, known as Veteran's Day
- j. The Thursday in November appointed as Thanksgiving Day
- k. The day after Thanksgiving Day
- l. December 24, Christmas Eve
- m. December 25, Christmas Day

2. In the event any of the above holidays falls on a Sunday, the following workday shall be observed as the holiday. In the event any of the above holidays fall on a Saturday, the preceding workday shall be observed as the holiday. Additionally, if the holidays fall on an employee's non-scheduled workday, the employee may take the preceding or following workday within the same pay period as determined by the Police Chief, or designee. This provision is not applicable to employees assigned to Patrol.
3. HOLIDAY IN LIEU/WORKED PAY. In any instance where an employee is required to, and in fact does, work on a holiday as described in V.F.1, said employee shall receive what is designated as "holiday worked pay" in addition to the compensation earned by the employee pursuant to City rules, regulations, and policies as a result of working on the designated holiday. Said "holiday worked pay" shall be at straight time at the regular rate of pay for ten (10) hours or for the regularly scheduled work day if it is other than 10 hours. Further, and to the extent that the employee's compensatory time off account allows for accumulation of additional hours of compensatory time off, the employee working a designated holiday shall have the option of receiving said holiday pay compensation in the form of cash or compensatory time off, or in any combination thereof at the employee's option.

#### G. ON-CALL LEAVE BANK.

1. The parties have agreed that several types of pay shall be added to this leave bank so that employees shall enjoy additional paid leave and the City shall save the cost of paying employees with cash. This leave bank includes hours accrued for: 1) off-duty court on-call compensation (Article IV.M); and 2) investigative services on-call compensation (Article IV.N). Prior to July 1, 2013, the bank also included time accrued pursuant to Holiday in Lieu Pay (Article V.F.3).
2. An employee may use leave from this bank with his/her supervisor's approval as long as it does not cause the department to have to backfill the employee's shift with another employee to cover the shift.
- ~~2.3.~~ This leave bank has no cash value, even at the end of employment, except in the circumstances described in G.4. ~~Compensation which is provided to employees for being on call or working on a holiday is accrued as leave in this bank and must be taken as a leave and can never be cashed out, even at the end of employment.~~ The parties acknowledge the provision in California Labor Code Section 227.3 which provides that unless provided by an MOU, vacation leave (and the parties interpret the leave to be similar to vacation in that it can be used like vacation) can be subject to a use it or lose it provision and has no cash value. The bank shall remain in effect until otherwise agreed to by the parties.
4. The leave will be cashed out at the regular rate of pay as defined in Section IV(C) in the following circumstances: ~~Although the parties agree that the leave bank has no cash value, if~~

a. an employee is laid off from the City;

b. ~~Or the employee~~ has not exhausted this leave prior to going out on a leave which prevents the employee from returning to work and the employee then receives a disability retirement; ~~or, the leave in this bank shall be cashed out. Effective October 1, 2014, the leave shall also be cashed out~~

c. ~~upon in the event of~~ a current employee's death.

~~3.~~ Under no circumstances shall this leave be cashed out for employees who retire on a service retirement, resign or are terminated from City employment.

~~4.5.~~ Annual Leave Buy Back. Employees who have at least 300 hours of leave in this leave bank will have 80 hours of the leave hours cashed out at the regular hourly rate each year. This payment shall be based on the leave in this bank on the books as of the last pay period of October each year with said payment to be made by the first pay day in December. Effective October 10, 2021, the annual leave buy back program will be discontinued. By the first pay day in December 2021, any on-call leave accrued above 80 hours will be cashed out at the regular hourly rate as defined in Section IV(C). After this cash-out, the maximum accrual balance shall be set to 80 hours and no on-call leave can be accrued above 80 hours.

~~5.6.~~ Maximum Accrual Balance. Effective November 22, 2020, the maximum accrual balance was set at 666.67 hours. Effective November 21, 2021, the maximum accrual balance shall be 80 hours. ~~February 19, 2017, the maximum accrual balance shall be 1560 hours. Effective the pay period ending September 14, 2019, the maximum accrual balance shall be reduced to be equal to the highest balance in the unit as of the date the cap is put into place. Effective the pay period beginning November 24, 2019, the maximum accrual balance shall be reduced to the highest balance accrued in the unit as of November 23, 2019 after the mandatory leave cash-out. Effective the pay period beginning November 22, 2020, the maximum accrual balance shall be reduced to be equal to the highest balance accrued in the unit as of November 21, 2020 after the mandatory leave cash-out. The maximum accrual balance shall not be reduced below 80 hours.~~ Any leave accrued above that limit shall be paid at the regular hourly rate as defined in Section IV(C).

## H. SICK LEAVE.

1. DEFINED. Sick leave is leave from duty which is granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee's immediate family requiring the employee's attendance, and/or doctor's appointment for the employee or the employee's immediate family.

a. An employee's immediate family shall consist of the employee, the employee's spouse, and/or the employee's registered domestic partner and their children, step-children, mother, father, brother, sister, grandchildren, grandparents, other members of the

employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.

2. SICK LEAVE USE.

- a. An employee may be granted sick leave only in cases defined in Article V.H.1. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within the time designated by the Police Chief or designee, unless circumstances do not permit.
- c. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- d. In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled working days, the City may require a physician's certification stating the beginning and ending dates of such leave.
- e. Employees shall not be permitted to use vacation in lieu of sick leave unless approved by the Police Chief or designee unless the employee meets the criteria on V.H.1.

3. SICK LEAVE ACCRUAL.

- a. All employees shall accrue 3.693 hours per pay period of sick leave, beginning on the Service Anniversary Date. (See Article V.C.1-Service Anniversary Defined)
- b. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- c. Employees shall accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly pay period; however, employees shall be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee shall accrue 50% of the accruals. Employees on an unpaid leave as a result of a disciplinary action shall be entitled to full leave accruals.

4. SICK LEAVE BALANCE/CAP. All affected employees hired after January 1, 1978, may accrue sick leave to a maximum of 1,500 hours.

5. SICK LEAVE CONVERSION PROGRAM. Any employee having a sick leave balance of 480 hours or more on the pay period ending closest to

November 1 of each year shall be eligible to convert accrued sick leave to vacation on the following basis:

- a. This conversion program applies to sick leave hours earned but not used in the previous 12 months.
- b. Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation hour not to exceed 48 hours of additional vacation.

6. REIMBURSEMENT FOR ACCRUED SICK LEAVE. Employees hired on or after January 1, 1977, who have at least ten (10) years of service with the City, shall be compensated at the regular rate of pay for 50% of accrued sick leave upon retirement (service, disability or industrial disability retirement). Employees must have at least 500 hours of unused accrued sick leave, and can be compensated for a maximum of 1,500 hours of unused accrued sick leave. The remaining unpaid sick leave hours shall be converted to service credit pursuant to Government Code Section 20965.

## I. VACATION.

### 1. VACATION USE.

- a. Employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
- b. Scheduling of employee's vacation leave shall be at the discretion of the Police Chief, or designee with due regard to the wishes of the employee and the work requirements of the City.
- c. Vacation leave shall be granted in fifteen (15) minute increments.
- d. Vacation leave shall not be granted to any employee during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
- e. Vacation leave shall not be granted to any employee during the first thirteen (13) pay periods of the employee's original new-hire probationary period.

### 2. VACATION ACCRUAL. All employees shall accrue vacation leave, beginning on their Service Anniversary Date, for each biweekly pay period of service as a City employee as provided below.

- a. Upon the successful completion of thirteen (13) pay periods, the employee shall be granted with vacation leave equivalent to the amount the employee would have earned during this period.
- b. During an employee's first three (3) full consecutive years of employment, the employee shall accrue vacation leave at the rate of 80 hours of vacation leave per year.



- c. Beginning with an employee's fourth (4) consecutive year of employment and extending through the fifth (5) full consecutive year of employment, the employee shall accrue vacation leave at a rate of 120 hours of vacation leave per year.
- d. Employees who are lateral appointments with at least three (3) consecutive calendar years of service as a police officer shall accrue vacation leave at a rate of 120 hours of vacation leave per year for their first five (5) full consecutive calendar years of employment.
- e. Beginning with an employee's sixth (6) consecutive year of employment and extending through the eighth (8) full consecutive year of employment, the employee shall accrue vacation leave at a rate of 160 hours of vacation leave per year.
- f. Beginning with an employee's ninth (9) consecutive year of employment and extending through the fifteenth (15) full consecutive year of employment, the employee shall accrue vacation leave at a rate of 200 hours of vacation leave per year.
- g. Effective July 1, 1994, beginning with the employee's sixteenth (16) consecutive year of employment and extending through the remaining years of employment, the employee shall accrue vacation leave at the rate of 230 hours of vacation leave per year.

3. MAXIMUM ACCRUED VACATION.

- a. Accrued vacation shall not exceed 500 hours.
- b. An employee on leave of absence under California Labor Code Section 4850 shall be allowed to accrue above the 500 hours accrual limit while on disability leave. Upon his/her return to work, the employee shall continue to accrue vacation leave and have a period of one (1) calendar year to use the excess vacation accrual during which time the employee shall attempt to use the excess vacation accrual. However, at the discretion of the Police Chief or designee and with the approval of the City Manager, the Police Chief may extend the time period or allow the employee to sell back the excess vacation hours.

4. COMPENSATION FOR ACCRUED VACATION LEAVE. Upon separation from City service, an employee shall receive compensation for up to 500 hours of vacation leave. Such compensation shall be paid at the employee's regular rate of pay at the time of separation.

J. MILITARY LEAVE. The State Military and Veterans Code Section 395 shall govern the City's granting and the employee's use of military leave.

K. LEAVE OF ABSENCE WITHOUT PAY.



1. Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for a leave of absence without pay. A leave of absence without pay shall normally not exceed a period of one (1) year and shall be for the specific purpose of obtaining improved job training, or recuperating from an extended illness or for attending to urgent personal affairs, for which all available leaves have been exhausted. However, in a case of special or extenuating circumstances, an employee may apply for additional leave for a specific period of time. Use of a leave of absence without pay for a purpose other than that requested may be cause for disciplinary action. No leave of absence without pay shall be utilized to permit an employee to engage in non-City employment except where the employment is an internship and/or advanced training which enhances City job skills. The City shall have sole discretion to approve or deny any such request or any extension of said approved leave.
    - a. Leave During Use of Catastrophic Donation Time. Employees who have exhausted all accrued leave may submit to the appropriate immediate supervisor a written request for a leave of absence without pay. The maximum amount of leave of absence without pay as described in Article V.J.1 shall run concurrently with catastrophic donations. Catastrophic Leave shall be administered pursuant to existing policy.
  2. Any employee having been granted a leave of absence without pay, who does not report for work within three (3) work days after the expiration of said leave may be subject to disciplinary action.
  3. No employee may intermittently use accrued leave in order to extend City health insurance.
- L. ADMINISTRATIVE LEAVE. The City places employees on administrative leave when it is the City's discretionary opinion that continuing presence at the job site during an administrative investigation into the employee's fitness for duty or misconduct would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the Department. Any employee placed on administrative leave shall be available to report to duty during the employee's normal working hours.
- M. MATERNITY LEAVE. Maternity leave benefits are covered by the Federal Family and Medical Leave Act the California Family Rights Act of 1993, and the Pregnancy Disability Act. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.
- N. PATERNITY LEAVE. Paternity leave benefits are covered by the Federal Family and Medical Leave Act, the California Family Rights Act of 1993. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.

## VI. INDUSTRIAL INJURIES AND ACCIDENTS

The State Workers' Compensation Laws, Labor Code and City policies shall govern all aspects of duty-related injuries, illnesses, and accidents.

## **VII. SEPARATION FROM CITY SERVICE**

A. MANNER OF SEPARATION. Separation of an employee from City service may be accomplished in any of the following alternative manners:

1. Resignations shall be submitted to the appropriate immediate supervisor at least fourteen (14) calendar days prior to an employee's actual separation from the City service.
2. Retirement which may be either deliberate or by virtue of disability.
3. Layoff.
4. Discharge as a result of disciplinary action as provided for in this Agreement.
5. Death.

B. LAYOFF PROCEDURE. Layoff may be initiated because of a shortage of work or funds. The City reserves the right to determine which services shall be discontinued and which positions shall be subject to this layoff procedure. Upon this determination, subject to the displacement rights stated below, the employee with the least time in the classification plus higher classifications shall be laid off first. If more than one employee is to be laid off in the same classification, the order of layoff shall be from the employee with the least seniority to the employee with the greatest seniority.

1. For the purpose of this layoff procedure only, there shall be four (4) job classifications represented by the Association:
  - a. Police Sergeant
  - b. Police Investigator
  - c. Police Corporal
  - d. Police Officer (which includes observer and motorcycle duty assignment or other special assignments).
2. The City shall provide written notification to all employees subject to layoff at least forty-five (45) calendar days prior to the effective date. Upon request, the City shall meet with the employees' representative concerning the impact of the City's decision to initiate layoff action.
3. Employees whose positions have been eliminated are entitled to downward displacement rights over other employees in the same department with less seniority provided the employee has previously served in that lower classification. The City shall inform affected employees of their displacement and said employees must inform the Human Resources

Department, in writing, of their intention to exercise their displacement rights no later than ten (10) working days after notification.

4. When an employee exercises his/her displacement rights, he/she must hold greater seniority than, and may displace only, the employee with the least seniority in the lower classification.
5. Seniority shall be based on continuous service and shall be calculated by using the service anniversary date for the position they currently hold and former positions held by the member which are covered under this layoff procedure. Seniority includes all continuous time in an employee's current classification and higher classifications.
6. Employees who have been laid off shall be placed on a two (2) year re-employment list and shall be offered employment into their former classification and pay scale in preference of new applicants. This includes employees who are demoted as a result of a layoff whose prior position (in the classification from which they were demoted) becomes available while on the re-employment list.
  - a. Re-employment lists shall be established by classification so that re-employment shall be in reverse order of layoff. In determining seniority for employees hired on the same date it shall be based as follows:
    1. Swear in date;
    2. City application date;
    3. Total full-time sworn law enforcement experience at a California POST certified agency.
  - b. An employee hired back off of a re-employment list shall retain his/her seniority minus the time on the re-employment list. If originally hired before July 1, 2010, he/she shall be eligible for the 3%@50 retirement benefit, not the 3%@55 benefit which is for employees first hired after June 30, 2010.
  - c. In addition, an employee re-hired off a re-employment list shall be entitled to accrued benefit adjustments (e.g., increases in vacation) based on his/her adjusted hire date as well as the reinstatement of accrued sick leave at the time of layoff which was not paid to the employee in cash.
7. When a vacancy occurs in a classification for which a layoff re-employment list has been established, the senior employee thereon shall be notified by Certified U.S. Mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. He/she must advise the City of his/her decision no later than ten (10) working days following notification. If he/she accepts, he/she must report for work no later than two (2) calendar weeks from the vacancy notification date. If he/she declines, his/her name shall be removed from the reemployment list and he/she forfeits all rights to which he/she would otherwise be entitled.

8. When an employee is notified of a vacancy, as noted above, and failed to respond to the notification letter within ten (10) working days thereafter or accepts appointment but fails to report to work within the two-week period following notification, his/her name shall be removed from the reemployment list and he/she forfeits all rights to which he/she would otherwise be entitled.
  9. A person may be dismissed for cause from a reemployment list.
  10. During the term of this MOU, employees laid off shall be offered the right to become a Level I Reserve Officer. Such a position is a volunteer position which is not paid.
- C. All assigned City property and/or equipment must be returned prior to the last day of employment or the replacement value of the equipment/property shall be deducted from the employee's last check.

#### **VIII. STANDARDS OF CONDUCT**

- A. It is expected that all City employees shall render the best possible service and reflect credit on the City; therefore high standards of conduct are essential.
- B. Improper conduct may be cause for disciplinary action up to and including termination of employment. Improper conduct includes, but is not limited to, the following:
  1. Violation of any Federal, State, or Local law directly impacting the employee's fitness for employment.
  2. Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, prescribed medication which impairs the employee's ability to perform their work, unprescribed medication, narcotics or unlawful drugs while on duty or at work locations, or reporting to work or operating City vehicles or equipment under the influence of alcohol or any unlawful or unprescribed drug.
  3. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or City management official.
  4. Inefficiency, incompetence, carelessness, or negligence in the performance of duties.
  5. Sexual harassment or other unlawful harassment of another employee.
  6. Chronic or excessive absenteeism or inconsistent attendance whether excused or unexcused.
  7. Rude or discourteous treatment of other employees or the public.
  8. Dishonesty and untruthfulness.

9. Using the employee's position for financial gain; solicitation of work for private business, or personal acquaintance.
10. Failure to perform duties; insubordination.
11. Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property.
12. Loss or misuse of City funds.
13. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
14. Damage to City or public property or the waste of City or public supplies through misconduct or negligence.
15. Misuse of sick leave, including using sick leave under false pretenses.
16. Furnishing false information to secure appointment, falsification of time cards, or falsification of official documents, other records and reports.
17. Absence from duty without authorized leave, failure to report after leave of absence has expired, or after such leave of absence has been disapproved, revoked, or cancelled.
18. Violation of the provisions of these rules and regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
19. Acceptance by an employee of any bribe, gratuity, kickback, or other type of value when such is given in the hope or expectation of receiving preferential treatment.
20. Outside work that is unauthorized by the City.
21. Failure to obtain or maintain necessary qualification(s), certificate(s), or license(s), which is (are) required as a condition of employment.
22. Conduct which discredits the City or City employees.
23. Breach of Confidentiality: It is recognized and acknowledged by the City and the employees of the Police Association that the maintenance and integrity of confidential documents, information and materials is a critical component of job performance. All employees have the legal, ethical, and professional duty and responsibility of preserving certain documents, information, and materials as confidential.

Release of confidential documents, information or material is considered a breach of the employee's duty and job responsibility in serving as a City employee. Any violation of this duty and/or job responsibility may result in immediate discipline, which may include termination, suspension, or other action authorized by this MOU.

24. Or other just cause.

## IX. DISCIPLINE

- A. The City agrees that employees shall only be disciplined or discharged for just cause.
- B. The City agrees to follow the principles of corrective discipline with respect to offenses it deems to be minor; that is, a verbal counseling, written reprimand for the first offense; disciplinary action including, but not limited to, verbal counseling, reprimand, reduction in pay, demotion, or unpaid suspension for the second offense; and, reduction in pay, demotion, unpaid suspension or discharge for multiple offenses, as appropriate. No provision herein shall prohibit imposition of any available disciplinary action, including discharge, upon commission by an employee of a first offense. Rather, in determining the nature and severity of discipline to be imposed in any given case, the Department shall be guided by the concept of progressive penalty, and the recognition that serious acts of misconduct which have been committed for the first time during an employee's career, can justify imposition of a severe suspension or discharge.
- C. Any regular affected employee receiving a notice of recommended disciplinary action which requires a pre-disciplinary hearing under State Law shall have fifteen (15) calendar days to request a hearing before the Police Chief. Failure to request such a hearing shall be dealt with in accordance with relevant State law.
- D. The Police Chief shall render a written decision confirming, amending, modifying or revoking the recommended action within thirty (30) calendar days following a pre-disciplinary meeting ("Skelly" meeting), which shall be personally served or served by certified mail to the employee's last known address as provided by the employee to the City.
- E. Any grievance/appeal of the Skelly decision shall be initiated at Step 4 of the Grievance Procedure.
- F. Miscellaneous Provisions.
  - 1. As used in the procedure, the term "calendar days" shall mean all days, between 7:30 a.m. and 6:00 p.m. The term "business days" shall mean all days City Hall is open for business, between 7:30 a.m. and 6:00 p.m.
  - 2. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

## X. GRIEVANCE PROCEDURE

- A. **DEFINED.** Any affected employee may submit a grievance which alleges a violation of a specific clause of the City Charter, City Code, City Personnel Rules and Regulations, written departmental rules and regulations, discipline, or this Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law, shall be excluded from this procedure.

B. PROCEDURE. All grievances shall be presented in the following manner:

1. STEP 1. The aggrieved affected employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within forty-five (45) calendar days of the date on which the grievance arises. Prior to filing any such written grievance every effort shall be made to resolve the matter informally. The immediate supervisor shall render a decision in writing to the grievance within fifteen (15) calendar days from the day the grievance is presented, unless the immediate supervisor is unable to resolve the grievance. When such is the case, it shall then be forwarded to the next level of supervision but in no case shall the review and response take longer than twenty (20) calendar days before proceeding to Step 2, if still unresolved.

STEP 2. If the grievance is not resolved at Step 1, the grievant may appeal it to the Police Chief within fifteen (15) calendar days from the date a decision was rendered in Step 1. Such appeal shall be in writing, and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation; and a statement of the remedy requested. Within fifteen (15) calendar days of receiving such appeal, the Police Chief shall arrange a meeting between himself/herself, the aggrieved affected employee, and the affected employee's representative (if applicable), to review the grievance. The Police Chief shall render a written decision on the grievance within fifteen (15) calendar days after the meeting.

STEP 3. If the grievance is not resolved at Step 2, the grievant may appeal it in writing to the City Manager within fifteen (15) calendar days from the date a decision was rendered in Step 2. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record, or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within fifteen (15) calendar days of the filing of the appeal.

STEP 4. If the grievance is not resolved at Step 3, the grievant may submit it to a Hearing Officer by filing a written request to do so with the City Manager within fifteen (15) calendar days from the date a decision was rendered in Step 3.

2. HEARING PROCEDURES.

- a. The City Manager, or designee, shall request a panel of Hearing Officers from the California State Mediation and Conciliation Service within twenty (20) calendar days of receiving such a request; and shall select three (3) Hearing Officers from that panel. The aggrieved, affected employee shall select one (1) of the three (3) to serve as the Hearing Officer.
- b. The Hearing Officer shall issue subpoenas to compel the attendance of witnesses, if necessary, at the request of either party.
- c. Expenses for the Hearing Officer and court reporter services shall be charged as follows:



1. Grievances: shall be borne equally by the City and the employee or the Association depending on who is the grievant, provided; however, that each party shall be responsible for compensating its own expert witnesses.
  2. Discipline: If the Association pays for the employee's representation (all non-property interest hearings and hearings where LDF does not pay for the representation of the employee), the Association agrees that it shall pay half the costs of the Hearing Officer and court reporter services. In all other matters, the City shall pay the cost of the Hearing Officer and court reporter services.
- d. In rendering a decision, the Hearing Officer shall be limited to the express terms of this Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other times or occurrences, whether the circumstances are, or are not, the same.

### 3. CITY COUNCIL REVIEW.

- a. For disciplinary matters, the Police Chief, the Police Chief's designee, or the affected employee may request the City Council to review the decision rendered by a Hearing Officer pursuant to Step 4. The request for the City Council to review the decision must be made in writing to the Human Resources/Risk Management Director within 45 calendar days of the issuance of the Hearing Officer's decision to each party. The City Council will have 60 calendar days from the date the written appeal is received by the Human Resources Department to complete its review and render a written decision. If neither affected party files an appeal to the City Council, the Hearing Officer's decision will be final and will be implemented.
- b. For grievances as defined in X.A., the Police Chief, City Manager, Human Resources Department, or appropriate management designee, or the grievant, may request the City Council to review the decision rendered by a Hearing Officer pursuant to Step 4. The request for the City Council to review the decision must be made in writing to the Human Resources/Risk Management Director within 45 calendar days of the issuance of the Hearing Officer's decision to each party. The City Council will have 60 calendar days from the date the written appeal is received by the Human Resources Department to complete its review and render a written decision. If neither affected party files an appeal to the City Council, the Hearing Officer's decision will be final and will be implemented.
- c. These new procedures will apply to all decisions received after the approval of this Agreement. Any decisions received prior to the approval of this Agreement shall be processed according to the



procedures in the prior Agreement unless the parties mutually agree to process the decision using the new provisions.

4. MISCELLANEOUS PROVISIONS.

- a. As used in this procedure, the term "calendar days" shall mean all days, between 7:30 a.m. and 6:00 p.m.
- b. The limits in this procedure may only be waived by mutual agreement of both parties, in writing.

**XI. PERSONNEL FILES**

- A. Disciplinary memoranda and related documentation that are contained in the departmental personnel file shall be expunged after five (5) years provided that no related incident occurs since the writing of the disciplinary memorandum. This Article does not affect the City personnel files, which are held in the Human Resources Department.
- B. In addition, the City agrees to remove any documentation constituting punitive action under the Public Safety Officers' Procedural Bill of Rights Act (POBR) from all personnel files on the last date of employment. Such documents which are older than three (3) years shall be destroyed. Such documents less than three (3) years old shall be kept in a separate file in the Human Resources Department. Documents retained by the City at separation shall be destroyed three (3) years after the employee leaves City employment.

**XII. OUTSIDE EMPLOYMENT**

- A. The parties agree to supplement the existing department Outside Employment Policy to permit employees to work in the field of security subject to the following conditions:
  1. Such work does not interfere with the employee's ability to perform his/her regularly scheduled hours or be available for reasonable overtime work;
  2. Such work is performed outside the City of Pomona;
  3. As discussed in Penal Code section 70(d)(2), the employee's secondary (or outside) employer must sign a waiver and indemnification form indicating that it indemnifies and holds the City harmless from any liability which the City may be subject to as a result of a claim filed against the City for actions of the employee taken during the outside employment. Such indemnification form shall be agreed upon between the City and the Association within fifteen (15) calendar days following City Council approval of this MOU and before any outside employment may be undertaken pursuant to this Section.
  4. No other changes to the department Outside Employment Policy are supplemented or modified by this article.

**XIII. NO STRIKE CLAUSE**

- A. It is agreed and understood that there shall be no strike, sympathy strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Police Association or by its officers, agents or members. Compliance with the requests of other labor organizations to engage in such activity is included in this prohibition.
- B. The Police 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 its members to do so. In the event of a strike, work stoppage, slow-down, as prohibited in this section or other interference with the operations of the City by Police Association members, the Police Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is understood that any employee violating this article may be subject to discipline up to and including termination.
- D. Subject to the holding in IBEW v. The City of Gridley, it is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges or services provided for in this Memorandum of Understanding or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Police Association.
- E. Both the City and the Police Association understand that they each have the right to seek legal protection of their respective interests under this section.

**XIV. SAVINGS PROVISION**

If a provision or the application of a provision, of this Memorandum of Understanding as implemented should be rendered or declared invalid by any final court action or decree or by reason of any preemptive legislation or regulation, the parties agree to meet and confer on a successor provision. The remaining sections of this Memorandum of Understanding shall remain in full force and effect for the duration of this Agreement.

**XV. BINDING ON SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto.

**XVI. MAINTENANCE OF EXISTING BENEFITS**

Except as provided herein, during the term of this Agreement, there shall be no change in wages, hours, or other fringe benefits presently enjoyed by affected employees.

**XVII. CONCLUSIVENESS OF AGREEMENT**

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, or Memoranda of Understanding, or contrary provisions of salary ordinances, City Code sections, or Personnel Rules or Regulations whether expressed or implied, written or oral. It shall

govern the entire relationship between the parties and shall be the source of any and all rights which may be asserted by the parties. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues whether or not such issues were specifically discussed prior to the execution of this Agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss, bargain, or meet and confer regarding any issue arising during the term of this Agreement.

## **XVIII. TERM OF MEMORANDUM OF UNDERSTANDING**

This Agreement shall be effective July 1, ~~2019-2021~~ and shall continue in force and effect unless otherwise specified herein, until ~~June 30~~August 31, ~~2021~~2023, and from year to year thereafter, unless one (1) party serves notice on the other of its intent to modify the Agreement, one hundred and twenty (120) days or more prior to the annual expiration date.

During the term of this agreement, the parties agree to meet to jointly explore various options for Retirement Health Savings Plans for possible implementation in 2022 or other mutually agreeable date. The intent is for the Plan to be funded by employees.

The City is in the process of modifying its sworn job description in compliance with Assembly Bill 846. ~~upgrading its current human resources and payroll system. During the implementation, issues may arise that require modification to terms and conditions of employment.~~ If those any proposed modifications to the job description are subject to meet and confer pursuant to Government Code Section 3504 and this MOU, the parties agree to meet and confer regarding said issues and proposed modifications.

The parties also agree to continue to discuss qualifying criteria for receiving bilingual pay.

The parties also agree to discuss the Association's proposal to provide each member the option to donate additional accrued vacation leave to the Association leave bank, which is used to provide Police Association representatives hours for the purposes of meeting and conferring with the City or other related labor relations business (Article II.B).

If any other represented unit receives total general salary increases or total one-time payment during the term of this MOU that is greater than the total general salary increases and one-time payment set forth in this MOU, the City will reopen with PPOA to discuss salary and one-time payments only. This reopener applies to the 2021-2023 MOU only.

**XIX. APPROVAL AND IMPLEMENTATION BY CITY COUNCIL**

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Police Association.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**THE CITY OF POMONA:****THE POMONA POLICE  
OFFICERS' ASSOCIATION:**\_\_\_\_\_  
James Makshanoff  
City Manager\_\_\_\_\_  
Jesse Cardenas  
President\_\_\_\_\_  
Linda Matthews  
Human Resources/Risk Management  
Director\_\_\_\_\_  
Kristian Gutierrez  
Vice-President

**APPROVED, RATIFIED AND ORDERED IMPLEMENTED BY THE CITY COUNCIL OF  
THE CITY OF POMONA ON THIS 4th DAY OF October, 2021.**

ATTEST:

THE CITY OF POMONA:

\_\_\_\_\_  
Rosalia Butler, City Clerk\_\_\_\_\_  
Tim Sandoval, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Carvalho, City Attorney