

MEMORANDUM OF UNDERSTANDING

between the

CITY OF CYPRESS

and the

CYPRESS POLICE OFFICERS' ASSOCIATION



JULY 1, 2019 to JUNE 30, 2022

CYPRESS POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CYPRESS
AND THE
CYPRESS POLICE OFFICERS' ASSOCIATION**

ARTICLE I - RECOGNITION

Section 1. Pursuant to the provisions of the Employer-Employee Relations Resolution No. 970, as amended, the City of Cypress (hereinafter called the "City" and/or "Employer" interchangeably) has recognized, for the purpose of this Memorandum of Understanding, the Cypress Police Officers Association as the majority representative of the employees in the bargaining unit, which includes Police Department employees in the classifications of Police Sergeant and Police Officer.

Section 2. The City recognizes the Association as the representative of the employees in the classifications set forth in Section 1 above for the purpose of meeting its obligations under this Memorandum of Understanding, the Meyers-Milias-Brown Act, Government Code Section 3500 et seq., when City Rules, Regulations, or laws affecting wages, hours, and/or other terms and conditions of employment are amended or changed.

ARTICLE II - NON-DISCRIMINATION

Section 1. The City and the Association agree that they shall not discriminate against any employee because of any legally protected classification, including but not limited to: race, color, sex, age, disability, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with state or federal anti-discrimination laws.

Section 2. Whenever the masculine gender is used in this Memorandum of Understanding, it shall be understood to include the feminine gender.

Section 3. Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA).

A. The Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA) requires reasonable accommodations for individuals protected under the Acts, and because these reasonable accommodations must be determined on an individual, case-by-case basis, exceptions to the provisions of this Agreement may be required for the City to avoid discrimination in the hiring, promotion, granting of permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. Any accommodation provided to an individual protected by the ADA/FEHA shall not establish a past practice, nor shall it be cited or be used as evidence of a past practice in the grievance, discipline, or other legal procedure.

ARTICLE III - COMPENSATION PLAN

Section 1. Basic Compensation Plan

A. All employees covered by this Memorandum of Understanding shall be included under the Basic Compensation Plan. Every classification under this Plan shall be assigned a salary range adopted by the City Council. The salary schedule shall consist of seven (7) steps within the range for the classification of Police Officer and six (6) steps within the range for the classification of Police Sergeant.

B. The first step (Step 0 for Police Officer and Step A for Police Sergeant) is a minimum rate and is normally the hiring rate. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the Chief of Police and the approval of the City Manager when it is decided that such action is in the best interest of the City. Step B is considered the starting step for a newly hired Lateral Officer.

C. The second step, (Step A for Police Officer, Step C for Lateral Officer) (Step B for Police Sergeant), is a merit adjustment which may be given at the end of six (6) months of employment subject to the recommendation of the Chief of Police and approval of the City Manager.

D. The third, fourth, fifth, sixth, and seventh step (for Police Officer only) are merit adjustments to encourage an employee to improve his work and to recognize seniority and increased skill on the job. Employees are normally eligible for these adjustments at any time after the completion of one (1) year of service at the preceding step. Each adjustment shall be made only if recommended by the Chief of Police and approved by the Personnel Officer.

Section 2. Evaluation dates shall be established as follows:

A. Employees appointed, promoted, or reinstated on or between the first and the fifteenth day of the month, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their evaluation date.

B. Employees appointed, promoted, or reinstated on or between the sixteenth and the last day of the month, for the purpose of eligibility for consideration of future compensation increases, have the first day of that month immediately following as their evaluation date.

C. Evaluation dates shall change upon promotion or reclassification. Evaluation dates shall not change following demotions or transfers.

Section 3. Advancement Within Salary Ranges

A. In order to properly compensate an employee, advancement in salary shall be based on merit.

B. Advancement in salary shall not be automatic, but shall depend upon the results of an employee's performance evaluation completed by his immediate supervisor.

C. The Chief of Police and/or the employee's immediate supervisor shall be responsible to evaluate employees fairly in an unbiased manner for the determination of job performance. Advancement shall be made only upon recommendation of the Chief of Police with approval of the Personnel Officer.

D. An employee's job performance must be evaluated prior to the completion of six (6) months of service from the date of appointment. Thereafter, an employee's job performance must be evaluated at least once every twelve (12) months from the effective date of his last merit step

increase, special performance advancement or promotion. Nothing contained herein shall restrict the Chief of Police from denying the increase after evaluation, nor shall it prevent him/her from recommending to the Personnel Officer a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated.

E. It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within a salary range. Achievement levels may be formal or informal and shall be reviewed by the Chief of Police for the purpose of maintaining uniformity of standards throughout the department.

Section 4. Salary Increases Following Promotion

When an employee is promoted to a position with a higher salary range, such employee shall be entitled to the lowest step in the higher salary range that would represent a salary increase of at least 5%, but not to exceed the "B" step of the higher salary range, over the base salary received immediately prior to promotion.

Section 5. Salary Decreases Following Demotion

In the cases of a demotion of any employee in the department to a classification with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new classification as recommended by the Chief of Police and approved by the City Manager. The employee shall retain his previous evaluation date.

Section 6. Adjustment of Salary Ranges

When a salary range for a given classification is revised upward or downward, the incumbents of the classification affected shall have their existing salary adjusted to the same relative step in the new salary range, and their evaluation date shall not be changed.

Section 7. Salary and Benefits on Suspension

During suspension from City service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he shall not forfeit his medical health plan, dental insurance plan, vision plan, retirement plan, disability insurance, or life insurance plan, unless specific exclusions prevent such coverage continuation. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment for loss of income during the period of suspension. Any disruption in coverage continuation shall be reinstated upon return to active duty in accordance with policy eligibility requirements.

Section 8. Salary Adjustments During Term of Memorandum of Understanding

A. Attached hereto and incorporated herein is Exhibit "A". Said Exhibit affects base salary adjustments for represented classifications.

B. Salary increases for all represented classes will be implemented at the beginning of the pay period as follows:

Effective July 12, 2019, a 2% range adjustment.

Effective July 10, 2020, a 2% range adjustment.

Effective July 9, 2021, a 2% range adjustment.

Section 9. One-Time Stipend

Those employed with the City as of March 1, 2019 and remain employed at the time the contract is ratified, will receive a one-time non-PERSable gross stipend of \$5,000 with the payroll ending July 26, 2019.

Employees will receive a one-time non-PERSable gross stipend of \$1,250 with the payroll ending July 24, 2020.

Employees will receive a one-time non-PERSable gross stipend of \$1,250 with the payroll ending July 23, 2021.

Section 10. Payroll Schedule and Direct Deposit

The City's payroll is based on a bi-weekly pay schedule with the pay day occurring every other Friday following the end of a pay period. All employees are required to participate in the City's direct deposit payroll program.

ARTICLE IV - HOURS OF WORK

Section 1. Modified Work Schedules

A. The Chief of Police, or his/her designee, may designate up to three (3) patrol positions (one [1] of which may be a Sergeant), excluding Field Training Officers and their trainees, to be assigned to a "4/10 Work Schedule". In the event the Chief of Police, or his/her designee, or the Association desire to assign more than three (3) patrol positions to the "4/10 Work Schedule", the parties hereto agree to meet and confer in good faith regarding such additional patrol positions; provided, however, that the Chief of Police, or his/her designee, retains the right to make any final scheduling decisions related to additions to or deletions of patrol officers to the "4/10 Work Schedule".

1. Exhibit "B" - "4/10 Work Schedule" - Employee works four (4) ten (10) hour shifts in a seven (7) day work period.

Employees assigned to this work schedule include Detectives and Personnel and Training.

2. Exhibit "C" - "3/12.5 Work Schedule" - Employee works three (3) twelve and one-half (12.5) hour shifts with four (4) consecutive days off in each seven (7) day work cycle of a twenty-eight (28) day work period, except that the employee must work one additional twelve and one-half (12.5) hour shift during the work period.

Employees assigned to the Patrol Division are subject to this work schedule.

B. The continuation of modified work schedules is subject to the operational needs of the department. If Management determines that schedule changes are necessary, the meet and confer process may be reopened on the proposed changes only.

C. Any employee's work schedule may be temporarily changed to accommodate training assignments which are eight (8) or more hours in duration.

D. All employees of the department, regardless of assigned work schedule, are subject to be called to work at any time to meet any and all operational needs, emergencies or unusual conditions which, in the opinion of the Chief of Police or his/her designee in charge of the department at the time, may require such service from any of said officers and employees.

ARTICLE V - OVERTIME COMPENSATION

Section 1. Paid Time Off

For purposes of computing overtime, paid time off, excluding sick leave, shall be considered as time worked.

Section 2. FLSA 7(k) Exemption

For sworn law enforcement employees, Section 7(k) of the FLSA allows flexibility of the seven (7) day/forty (40) hour work week to be extended to a maximum of one hundred and seventy-one (171) hours in a twenty-eight (28) day work period. The 7(k) FLSA work period is 28 days. As per designated modified work schedules, overtime may be defined as approved by management.

Section 3. Compensation for Overtime

Authorized overtime shall be compensated in pay or compensatory time off (CTO) at the rate of one-and-one-half (1-1/2) times the regular rate of pay.

Section 4. Compensatory Time Off

A. Employees may elect to receive compensatory time off in lieu of pay for overtime subject to paragraphs "B" and "C" below.

B. Employees shall be permitted to accumulate hours of compensatory time off provided that all unused accumulated compensatory time off hours in excess of eighty (80) hours shall be paid in December of each year. Employees shall be permitted to carry over to the following payroll year a maximum of eighty (80) hours from the previous year's accumulation of compensatory time off, or at the option of the employee, be paid for said eighty (80) hours in December of each year. Employees requesting to carry over hours must notify Human Resources by December 15 within the calendar year prior to the processing of the subsequent December's special payroll. For example, an employee must submit a carryover request by December 15, 2019 for the December 2020 special payroll. An employee may request payment of compensatory time off hours at any time provided the request is submitted in writing to Payroll. Should an employee desire to take leave hours as compensatory time off, he shall file a written request with the Chief of Police who shall grant time off unless it unduly disrupts the normal operation staffing of the department.

C. Upon receiving a promotional increase in pay, an adjustment shall be made to an employee's bank of accumulated compensatory time off (CTO) hours in order to maintain the value of the hours earned prior to the promotional pay increase.

Section 5. Overtime Reporting

In order for an employee to earn compensation for overtime, advance approval to work overtime hours must be authorized by the Chief of Police or the immediate supervisor. Overtime worked to

meet an emergency situation does not require advance approval, but shall be certified by the Chief of Police or immediate supervisor before being credited to the employee's record.

Section 6. Authorization

It is the policy of the City to avoid the necessity for overtime work. However, when overtime work is necessary and consistent with the efficient operation of the City, such overtime shall be authorized by the Chief of Police or immediate supervisor, but shall be kept at a minimum.

ARTICLE VI - SPECIAL PAY PROVISIONS

Section 1. Court Time

An employee called back for a subpoenaed court appearance which arises out of the course of his employment and which is not within two (2) hours of the commencement or termination of his regular shift shall be compensated for a minimum of two (2) hours on all such subpoenaed court appearances at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay. Court appearance time shall begin when the employee departs from the department building to go directly to Court. All employees agree to comply with the "on-call" policies administered by the department. Should an officer who is subpoenaed to Court in the course of his employment be required to be in Court on off-duty hours in excess of the minimum of two (2) hours, he shall receive pay at one-and-one-half (1-1/2) times his regular rate of pay for the actual hours the employee is in Court. The lunch period as designated by the Court shall not be included in the computation of hours worked as overtime hours and shall be deducted from hours worked as Court time. If a cancellation notice from the District Attorney's Office is received by the Police Department after 1800 hours the business day prior, the employee is still eligible to be compensated two (2) hours of on-call overtime pay for the following morning.

Section 2. Call-Back

Employees who are called back to duty after having completed a normal shift or work day assignment and departing from the work premises shall be paid a minimum of two (2) hours of overtime at one-and-one-half (1-1/2) times the employee's regular rate of pay, except where the call-back is due to the employee's failure to reasonably complete his duties prior to the end of work (i.e. failing to have reports approved, leaving with keys to a unit, etc.). Any hours worked in excess of two (2) hours shall be treated as regular overtime hours. Call-back time shall commence from the time the employee reports to Police Headquarters or the scene of the incident.

Section 3. Stand-By Pay

Employees in the Detective Bureau who are assigned by the Chief of Police to "stand-by" status shall be paid \$1.00 per hour for each hour of stand-by.

Section 4. Training Programs

A. When an employee is sent by the City to a training program, the employee shall receive eight (8) hours pay for each full day of training and such eight (8) hours pay shall be credited towards the computation of overtime.

B. The City shall pay reasonable expenses incurred by employees attending approved training programs. Covered expenses include registration fees and the costs of purchasing required course materials, travel to and from the training course, meals and lodging. Reimbursement for lodging

expenses shall only apply to training courses which require overnight stay. If the program is not P.O.S.T approved, the employee must provide receipts verifying expenses for which reimbursement is being requested.

C. Employees attending City approved P.O.S.T training programs requiring overnight stay will receive a per diem rate as approved by the Chief of Police in accordance with P.O.S.T. guidelines and submitted to the Finance Department. Receipt of the per diem rate is contingent upon the employee's submittal of such receipts as may be required by P.O.S.T.; presently, receipts for lodging expenses are required. If the employee incurs expenses in excess of the per diem rate, a request for reimbursement, including receipts for all incurred expenses, may be submitted to the City.

Section 5. Educational Incentive Pay

A. For employees hired before 9/3/13, Educational Incentive Pay is capped at the dollar amount attained as of 2/28/2016 as listed on Exhibit "D"; however, if the employee achieves education at a level higher than attained as of 2/28/16, Educational Incentive Pay will be earned as indicated in Section 5B below.

B. Employees hired after 9/3/2013 or employees hired prior to 9/3/2013 that achieve education at a level higher than attained as of 2/28/16, shall be eligible for Educational Incentive Pay as indicated in the chart below.

1. Intermediate P.O.S.T. Certificate	\$182.46 per month
2. Advanced P.O.S.T. Certificate, Associate Degree from accredited college or university	\$364.91 per month
3. Bachelor's Degree from accredited college or university	\$547.37 per month

4. Educational Incentive Pay will only be paid for degrees obtained through colleges or universities accredited by an organization recognized by the Council of Higher Education Accreditation. Educational Incentive Pay for P.O.S.T. Certificates is excluded from this requirement.

5. Employees serving an original probationary period shall be ineligible to receive Educational Incentive Pay.

6. Educational Incentive payments are non-cumulative.

Section 6. Uniform Allowance and Safety Equipment

A. Employees shall receive a \$500 biannual uniform allowance.

B. All uniforms and non-safety equipment shall be purchased by the employee with the uniform allowance.

C. Proration of uniform allowance will begin after the employee has been out on 4850 leave for a period of 90 days. Individuals out on other forms of unpaid leave will have their uniform allowance prorated immediately. It is understood by the parties that the uniform allowance is intended to

reimburse officers for the actual expenses incurred in connection with maintaining and replacing their uniform due to wear and tear. It is further understood that an officer on leave is not required to wear his uniform, will not incur any expenses associated with maintaining and replacing uniforms, and therefore should not receive the uniform allowance.

D. The City shall provide or reimburse the cost of required uniform items incident to duty to an employee assigned as a motor officer. Such items include, but are not limited to: jacket, two pairs of trousers, boots, eye protection, and gloves. The City shall provide or reimburse the cost of one replacement pair of boots to an employee assigned as a motor officer during the length of the assignment. In the event that boots are significantly damaged due to an on-duty accident, the City shall provide or reimburse the cost of one replacement pair of boots if the initial pair of boots has already been replaced.

E. The City shall continue to provide bullet-proof vests, safety helmets, Oleoresin Capsicum (OC), and such other safety equipment as required by law or that the Chief of Police deems necessary.

Section 7. Temporary Assignment Pay

Field Training Officer - Each police officer performing duties of a Field Training Officer shall receive an additional five percent (5%) compensation over base salary. Field Training Officers and their trainees may be assigned to a "4/10" Work Schedule as determined by the Chief of Police, subject to the meet and confer provision of Article IV, Section 1(A) above; provided, however, the parties acknowledge and agree that such assignment shall be made only for operational needs of the Police Department and based on exceptional circumstances.

Section 8. Special Services Overtime

An officer assigned as a motor officer works an average of six (6) hours per 28-day work period in caring for special equipment required in said assignment. An officer assigned as a canine handler works an average of eight (8) hours per 28-day work period for off-duty care, feeding and maintenance of the canine as required in said assignment. This time shall be paid in accordance with provisions governing the computation and payment of overtime.

Representatives of the City and the Association have determined and agreed by means of the meet and confer process, that six (6) hours per 28-day cycle are reasonably necessary to provide for the off-duty care and maintenance of the assigned motorcycle and eight (8) hours per 28-day work period are reasonably necessary for the off-duty care, feeding and maintenance of the canine and that these additional "hours worked" are intended to compensate unit members assigned to motorcycle and canine duty for all off-duty hours spent caring for, feeding and maintaining their assigned motorcycle/canine in compliance with the FLSA and interpretive cases and rulings.

The FLSA, which governs the entitlement to compensation for motorcycle/canine care and maintenance, entitle the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours derived at this and in prior agreements were determined after an actual inquiry of the officers assigned to motor and canine duty, as addressed by *Leever v. City of Carson City*, 360 F. 3d 1014 (9th Cir, 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, the City believes that this section of the MOU does comply with the requirements of the FLSA.

Upon the submittal of appropriate proof of purchase, employees shall be reimbursed for the cost of materials and supplies used in maintaining the special equipment.

Section 9. Bilingual Pay

A. Subject to the conditions of this Section, employees who, in the course of their regular job duties, may be required to speak and understand another approved language besides English or translate such language to English on a regular basis, will be compensated \$100 per month.

B. An employee may apply for bilingual pay at any time and will be responsible for initiating a written request to Human Resources. All requests shall be subject to the Police Chief's approval and only those classifications and assignments that are determined to reasonably utilize bilingual skills on a regular basis, shall be considered.

C. Human Resources shall administer competency testing to certify the employee as eligible for bilingual pay based on the employee's basic bilingual skills proficiency. Such certification shall be a condition to qualify for bilingual pay.

D. An employee who becomes certified to receive bilingual pay shall be compensated with said pay effective the beginning of the first pay period immediately following certification. Human Resources shall be responsible for processing appropriate forms for additional pay.

E. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may re-apply for eligibility at least three (3) months after the testing.

F. If it is determined that the employee is no longer utilizing bilingual skills on a regular basis due to disability (more than one month), extended leave of absence, or other similar circumstance prohibiting utilization of such bilingual skills, bilingual pay will cease at the beginning of the payroll period immediately following said date. Such determinations shall be made by the Personnel Officer.

G. Retroactivity: The only retroactive payment of bilingual pay shall be no earlier than the beginning of the pay period at least ten (10) working days after submittal of the employee's initial written request for said pay.

H. Any consideration for adding and/or eliminating language(s) to this provision shall be made by the Chief of Police. Such considerations shall be made based on department needs and neighboring cities' ethnic population.

Section 10. Special Assignment Pay

Employees assigned to the detective bureau, the special enforcement unit, the personnel and training unit or a Traffic Sergeant who is not assigned a motor, shall be paid, per 28-day cycle, three (3) hours of overtime at one-and-one-half (1-1/2) times the employee's regular rate of pay. Special assignment pay shall be paid only for the length of time the employee serves in these assignments.

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays

A. For pay purposes, the following holidays are recognized as municipal holidays. Employees shall have these off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial

Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with twelve (12) working hours of floating holiday leave. Employees hired after the beginning of the payroll year but before September 1 of the payroll year will be credited with twelve (12) working hours of floating holiday leave.

C. Employees shall annually receive additional floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day). Additional floating holiday hours shall be provided based upon the employee's assignment/work schedule at the beginning of the payroll year. Employees on the "3/12.5" work schedule shall receive thirteen and one-half (13.5) additional floating holiday hours and employees on the "4/10" work schedule shall receive six (6) additional floating holiday hours at the beginning of the payroll year. Employees hired after January 1 of the payroll year will receive additional floating holiday hours on a pro-rated basis.

D. Floating holidays may be taken subject to the approval of the Chief of Police after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave, and position vacancies.

E. Floating holidays must be taken as paid time off in the payroll year of crediting. If, because of administrative requirements, an employee is unable to use the floating holidays, the employee may receive a cash payment for unused floating holiday hours subject to approval of the Chief of Police and the Personnel Officer. Payment shall be made on or before the last payroll period of a payroll year.

F. When any holiday, recognized by the City as a holiday, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday falls on a Saturday, the preceding Friday shall be considered the holiday.

G. Request for a religious holiday shall be made in writing to the Chief of Police. If approved, such time shall be charged against accumulated compensatory time off, vacation or floating holiday leave.

H. An employee who separates from the City who has taken credited, but unearned holiday hours is responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.

Section 2. Employees Required to Work on Holidays

A. Unless otherwise specified in the provisions of an assigned modified work schedule, any employee eligible for holiday pay, who is required to work on a day designated as a holiday, shall be paid at the straight time rate for the normal work hours on said day and, in addition, shall receive pay equal to and in lieu of time off for said holiday. Hours worked in excess of the normal work hours on such holidays shall be considered as overtime hours and shall be compensated for under the appropriate overtime pay provision. When a holiday falls on a normally assigned day off for an employee who is eligible to receive holiday pay, that employee shall receive additional pay equal to and in lieu of time off for said holiday. Said additional pay shall be eight (8) hours pay at the

employee's regular straight time hourly rate of pay.

B. Unless otherwise specified in the provisions of an assigned modified work schedule, when an employee eligible for holiday pay, is required to work on a day designated as a holiday becomes ill and is unable to report for work on that day, the employee shall be paid at the straight time rate for the sick leave hours scheduled to work on said day and, in addition, will receive pay equal to and in lieu of time off for said holiday.

Section 3. Holidays Falling During Approved Leaves of Absence Without Regular Pay

Unless otherwise specified in the provisions of an assigned modified work schedule, any employee on an approved leave of absence without regular pay, having the holiday fall during the period of such leave of absence without regular pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

ARTICLE VIII - PROBATIONARY PERIODS

Section 1. Regular Appointments Following Probationary Period

A. The original appointment of employees shall be tentative and subject to a probationary period of eighteen (18) months of actual and continuous service. Lateral new hires shall serve a probationary period of twelve (12) months of actual and continuous service.

B. Promotional employees shall serve a probationary period of twelve (12) months of actual and continuous service.

C. When unusual circumstances merit the extension of the probationary period, the Chief of Police shall request, in writing, approval of the Personnel Officer. Said extension shall not exceed ninety (90) days.

D. If the service of a probationary employee has been satisfactory, the Chief of Police shall file with Human Resources a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee's status from probationary to regular full-time shall be made or become effective until approved by the Personnel Officer.

Section 2. Objective of Probationary Period

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

Section 3. Rejection of Probationary Employee

A. During the probationary period an employee may be suspended, demoted, or rejected anytime by the Chief of Police, with approval of the City Manager or his designee, without cause and without right of appeal. Notification of rejection, in writing, shall be served on the probationary employee and a copy filed with Human Resources. A termination interview may be conducted with each rejected probationer.

ARTICLE IX - VACATION

Section 1. Eligibility

All full-time employees having completed one (1) year of continuous service with the department and annually thereafter, shall be eligible for a paid vacation at their then current rate of pay.

Section 2. Vacation Accrual

Each regular full-time and probationary employee shall accrue vacation leave by the following formula:

	<u>Hours/Month</u>	<u>Year of Employment</u>	<u>Annual Amount</u>
1.	6.6670 hrs. during the:	1st year	(80 hours)
2.	7.3334	2nd year	(88 hours)
3.	8.0000	3rd year	(96 hours)
4.	8.6667	4th year	(104 hours)
5.	9.3334	5th year	(112 hours)
6.	10.0000	6th year	(120 hours)
7.	10.6667	7th year	(128 hours)
8.	11.3334	8th year	(136 hours)
9.	12.0000	9th year	(144 hours)
10.	12.6667	10th year	(152 hours)
11.	13.3334	11th year	(160 hours) and each month thereafter.

Section 3. Anniversary Date

A. Employees hired on or before the first and the fifteenth day of the month shall have the first day of that same month as their anniversary date.

B. Employees hired on or before the sixteenth and the last day of the month shall have the first day of the following month as their anniversary date.

C. Annual adjustments to an employee's accrual rate are based on the anniversary date.

Section 4. Maximum Accrual

A. An employee may accumulate unused vacation to a maximum of the amount accrued in the twenty-four (24) months immediately preceding the employee's anniversary date of employment.

B. Subject to Section C below, the accrual of vacation shall cease when an employee's accumulated vacation is at the maximum provided in this Section. Additional vacation shall begin accruing when the employee's vacation balance falls below the maximum.

C. If the operational demands of the Police Department require that an employee be denied the use of accrued vacation time and such denial is anticipated to result in a cessation of accrual, then, at the election of the City, the employee shall either be compensated for vacation accrual above the maximum or be allowed additional vacation accrual beyond the maximum for a reasonable period (not to exceed three months). The request must be initiated by the employee, in writing, and approved by the Chief of Police prior to reaching maximum accrual.

Section 5. Use of Vacation

A. The time at which an employee's vacation is to occur shall be determined by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours of vacation in his current anniversary year may elect to be paid for up to a maximum of forty (40) hours of accrued vacation in the following calendar year. Request for payment of up to forty (40) hours shall be made in writing to Human Resources by December 15 of the prior calendar year for the requested payment on the employee's anniversary date. For example, if an employee with an anniversary date of April 1 submits a payout request of 40 hours prior to December 15, 2019 and is deemed eligible to receive a payout, the employee will be paid for 40 hours in April 2020.

Section 6. Vacation Payment at Termination

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

Section 7. Holidays Falling During Vacation

In the event one or more municipal holidays fall within vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 8. Vacation Earned During Leave of Absence

No vacation leave shall be earned during any leave of absence without regular pay for each thirty (30) day period of such leave, except for employees on Labor Code section 4850 leave.

Section 9. Prohibition Against Working for City During Vacation

Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Authorized Leave of Absence Without Regular Pay

A. Excluding leave which may fall under the Federal Medical Leave Act or the California Rights Act, upon the Chief of Police's recommendation and approval of the City Manager, an employee may be granted a non-medical leave of absence without regular pay in cases of emergency or where such absence would not be contrary to the best interest of the City, for a period up to one (1) year.

B. At the expiration of the approved leave, within a reasonable period of time and after notice from the Chief of Police to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration shall be cause for discharge.

C. During any authorized leave of absence without regular pay, an employee shall not be eligible to accumulate or receive fringe benefits coverage except as specifically provided for in this

Memorandum of Understanding or insurance eligibility requirements, provided that the City shall contribute to an employee's medical health plan, dental insurance plan, disability insurance plan, life insurance plan, vision plan, and retirement plan for the first thirty (30) days of the leave of absence. During such leave, an employee shall remain responsible for contributing his cost for dependent coverage as applicable to medical and dental insurance coverage. An employee who receives approval for such leave that is greater than thirty (30) days, shall be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for the continuation of coverage for medical, dental and vision insurance for himself and if applicable, for his dependent(s). Employees on unpaid leave of absence do not accrue vacation or sick leave and are not eligible for any other paid leave.

Section 2. Bereavement Leave

Employees may be granted a bereavement leave of absence by reason of a death in their immediate family which shall be restricted and limited to father, mother, brother, sister, spouse, child, grandmother, grandfather, mother-in-law, or father-in-law. Upon approval of said leave, the employee shall be allowed a maximum of forty (40) hours.

Section 3. Military Leave of Absence

A. Military leave shall be granted in accordance with the provisions of applicable law. All employees entitled to military leave shall give the Chief of Police an opportunity within the limits of military regulations to determine when such leave shall be taken. Whenever possible, the employee involved shall notify the Chief of Police of such leave request ten (10) working days in advance of the beginning of such leave.

B. In addition to provisions of applicable law, the City shall continue to provide to eligible employees on military leave the current health benefits (medical, dental, vision, disability and life insurance subject to insurance eligibility requirements, for the first six (6) months of military leave. During said period, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. After the first six (6) months of military leave, the employee may continue said health benefits as they apply to him, at his cost, and subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) provisions for medical, dental and vision insurance continuation for him and his covered dependent(s).

Section 4. Unauthorized Leave of Absence

An unauthorized leave of absence is days, or portions of days, wherein an employee is absent from work without City approval. Unless subsequently approved, such absence will result in a deduction from the employee's pay of an amount equivalent to the time absent. Employees taking unauthorized leaves of absence may be subject to disciplinary action, up to and including termination of employment.

ARTICLE XI - TEMPORARY ASSIGNMENT AND APPOINTMENT

Section 1. When in the best interest of the City, the City Manager may approve a temporary assignment of an employee to a higher-level classification. In such temporary assignments lasting thirty (30) consecutive calendar days or more, the employee shall be entitled to be compensated at a step of the salary range that is closest to providing a 5% salary increase. Such assignment shall not exceed one (1) year. However, where the temporary assignment is a replacement of an employee on vacation or leave of absence, no compensation increase for the temporary assignment shall be provided.

ARTICLE XII - SICK LEAVE

Section 1. General Sick Leave Provisions

A. Sick leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, or as authorized by the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, or California Labor Code Section 233 (use of sick leave).

B. The employee may use up to 48 hours of sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Section 2. Eligibility

All employees covered by this Memorandum of Understanding shall be eligible to accrue sick leave.

Section 3. Accrual

Sick leave shall be accrued at the rate of eight (8) hours per calendar month for each calendar month that the employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full regular pay, for at least fifteen (15) working days in that month.

Section 4. Accumulation and Payment Plan

A. Accrued sick leave may be accumulated without limit, except that payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December's special payroll, at a rate of fifty percent (50%) of current salary for one-half (1/2) of their annual unused sick leave.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees covered by this Agreement who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment, during the subsequent December on a date determined by Human Resources, at a rate of one hundred percent (100%) of current salary for one-half (1/2) of their annual unused sick leave.

C. Employees wishing to opt for payments stated in Section 4. (A) and (B) above, must notify Human Resources by December 15 for payment the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum of 48 hours prior to December 15, 2019, payment will be issued in December 2020 (if eligible). The maximum number of hours eligible for payout in December 2020 will be based on the sick leave hours used in the 2020 payroll year and may be less than the maximum requested. The sick leave hours for which the employee

receives payment shall be deducted from his sick leave record with the remaining one-half (1/2) of the annual accumulated sick leave being continued as a credit to the employee's sick leave account.

D. In accordance with the annual conversion policy set forth in Section 4. (A), (B) and (C) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

E. Employees hired after 6/30/13: Upon the separation, of an employee having a minimum of four hundred eighty (480) hours of sick leave accumulation, said employee or his beneficiary is entitled to receive fifty percent (50%) compensation for his accumulated sick leave. Employees with a minimum of five (5) years of service and between two hundred forty (240) hours and four hundred eighty (480) hours of sick leave accumulation, are entitled to receive payment for the difference between accumulated sick leave and two hundred forty (240) hours at fifty percent (50%) compensation.

F. Employees hired prior to 6/30/13: Upon service retirement, employees are entitled to receive payment for fifty percent (50%) of their hours of sick leave accumulation upon separation from the City. After the City receives official "Notice of Placement on Retirement Roll" from CalPERS, the said employee will be entitled to receive an additional payment of sick leave accumulation not to exceed fifty percent (50%) of said employee's sick leave hours accumulation as of 9/30/13 as listed on Exhibit D.

Example 1: If an employee was hired in 1995 and had 1200 sick leave hours as of 9/30/2013 and service retired on 12/31/2018 with 1600 hours – this employee would be entitled to be paid for 800 hours (50% of 1600 hours accumulated as of 12/31/2018) and 600 hours (up to a maximum of 50% of 1200 hours accumulated as of 9/30/2013) – for a total of 1400 hours.

Example 2: If an employee was hired in 1995 and had 1200 sick leave hours as of 9/30/2013 and service retired on 12/31/2018 with 400 hours – this employee would be entitled to be paid for 200 hours (50% of 400 hours accumulated as of 12/31/2018) and 200 hours (up to a maximum of 50% of 1200 hours accumulated as of 9/30/2013) – for a total of 400 hours.

Payment shall be made when the City receives "Notice of Placement on Retirement Roll" from the retirement system confirming a service retirement. Employees hired prior to 6/30/13 who separate from the City as a non-service retirement will receive payment for sick leave hours in accordance with 4(E) above.

Section 5. Use

A. The employee requesting sick leave shall notify his immediate supervisor or Chief of Police prior to the time set for reporting to work. Sick leave with or without pay shall not be used by employees as a form of illegal strike activity against the City. After the employee has used 24 hours, or three days, whichever is greater, of sick leave for any of the purposes stated in Section 1, sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of this Memorandum of Understanding, and the Chief of Police or the Personnel Officer has approved such payment.

B. Employees may be required to provide a physician's certification for any sick leave absence that occurs after the employee has used 24 hours, or three days, whichever is greater, that involves

the illness of the employee or family member.

C. The Chief of Police or the Personnel Officer may require medical certification that the employee is capable of and released to return to the performance of all the duties of his position.

D. Sick leave may be requested and used as approved by the Chief of Police or the Personnel Officer. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he receives payment.

E. Unless otherwise approved by the Personnel Officer, sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

F. The singular exception to the prohibition in 5(B) above regarding use of sick leave for work-related illnesses or injuries, is as follows. In the event that an employee suffers a work-related injury or illness and is authorized by the watch commander to be treated for said injury or illness during the actual scheduled hours of work/shift during which time the injury actually occurred, the time spent traveling to/from the Police Station or scene of injury and the medical treatment facility and at the medical treatment facility during these scheduled hours of work, shall be compensable hours worked. In the case of such illness or injury that is treated all or in part outside of scheduled hours of work, but contiguous with the actual scheduled hours of work/shift during which time the injury actually occurred, accumulated sick leave may be cashed out for each hour or part of an hour of treatment (including related travel time to/from the Police Station/scene of injury and the medical treatment facility) but in an amount not to exceed 4 hours of sick leave. All hours that are cashed out under this provision will be credited back to the employee's sick leave bank, resulting in no net impact to the employee's sick leave bank. Treatment received outside of regular scheduled hours and not contiguous will not be paid hours.

Section 6. Sick Leave During Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided that:

1. Immediately upon return to duty, the employee submits to his department head a written request for sick leave
2. The Chief of Police recommends and the Personnel Officer designee approves the granting of such sick leave.

Section 7. Extended Sick Leave

In the event of an employee's continuing illness which results in depletion of sick leave accumulation and/or is not subject to the Federal Medical Leave Act, the employee may request in writing to the Chief of Police and Personnel Officer, a leave of absence without regular pay for the purpose of recovering from the illness, provided:

1. The employee has used all of his accumulated sick leave.
2. The employee presents to the Chief of Police for referral to and consideration by the

Personnel Officer, a written request for leave and an estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the Personnel Officer. The employment record and the results of such examination shall be considered by the Personnel Officer in determining the employee's fitness to return to work.

Section 8. Continuation of Health Coverage During Sick Leave

For the duration of temporary disability, the City shall continue to pay for the employee's medical, dental, vision, disability and life insurance coverage subject to eligibility requirements. During said period of temporary disability, the employee shall be required to pay to the City the same contribution amounts for dependent coverage as required of other employees. City paid coverage shall continue for the first thirty (30) days and may be extended up to one (1) year subject to City Council approval. City Council may grant such approval in increments of ninety (90) calendar days.

Section 9. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with State and Federal Family and Medical Leave Acts.

Section 10. On-The-Job-Injury

A. Sworn employees who are disabled by injury or illness arising out of and in the course of their duties as employees of the City, shall be entitled to the benefits and privileges of California Labor Code Section 4850 as the Section now exists or is hereinafter amended. Any payments made pursuant to this Section shall not be charged as sick leave. Sick leave and vacation benefits shall accrue during the period of disability pursuant to the provision of California Labor Code Section 4850.

Section 11. Off-The-Job-Injury

A. An employee injured outside of his service with the City may request paid leave subject to Article VIII. Sick Leave and may apply for benefits under the disability insurance plan provided by the City in the event of extended medical disability.

B. Continuation of health insurance coverage shall apply as specified in Article X. Leaves of Absence, Section C.

ARTICLE XIII - FRINGE BENEFIT ADMINISTRATION

Section 1. Administration

The City reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Section 2. Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of the Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Memorandum of Understanding.

Section 3. Changes

If, during the term of this Memorandum of Understanding, any changes of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall notify the Association prior to any change of insurance carrier or method of funding the coverage.

ARTICLE XIV - HEALTH, LIFE, DENTAL, DISABILITY AND VISION INSURANCE

Section 1. Health Insurance Plan

A. Flexible Benefit Plan: The City shall maintain a benefit plan which will allow employees to utilize pre-tax dollars for health contributions and will provide additional contributions above the "PERS Health Coverage" for health insurance as noted below.

Pursuant to Government Code Section 22892, the City shall continue to pay the minimum monthly payment to PERS for all those employees and retirees choosing the PERS Health Plan, and shall pay any adjustment to this amount pursuant to PERS law. An employee and retiree may choose any plan offered by PERS that said employee or retiree is eligible to receive.

Employees eligible for this plan may choose, depending on their family status (single, one dependent or more), any medical plan offered by PERS (as eligible) and the following monthly City maximum contribution and employee minimum contribution benefit shall apply:

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period July 1, 2019 through December 31, 2019:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1250	\$ 0
Employee + 1	\$1250	\$ 5
Employee + Family	\$1250	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2020 through December 31, 2020:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1400	\$ 0
Employee + 1	\$1400	\$ 5
Employee + Family	\$1400	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2021 through December 31, 2021:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1425	\$ 0
Employee + 1	\$1425	\$ 5
Employee + Family	\$1425	\$10

The following monthly City maximum contribution and employee minimum contribution benefit shall apply for the period January 1, 2022 through June 30, 2022:

Status	*City Maximum	*Employee Minimum
Employee Only	\$1450	\$ 0
Employee + 1	\$1450	\$ 5
Employee + Family	\$1450	\$10

*The City will only pay up to the maximum contribution (City Maximum) or the premium of the health plan selected by the employee, whichever is lower. The employee must pay either the cost of the premium not covered by the City Maximum or the minimum contribution (Employee Minimum) as stated above, whichever is higher.

PERS Health Plan Deletion: An employee cannot be enrolled in the PERS health plan if a spouse is enrolled in the same agency or enrolled in an agency with PERS health, unless the employee (or the spouse) is enrolled without being covered as a family member. Additionally, an employee may choose to not be enrolled in the PERS health plan. If an employee chooses to delete the health plan coverage, the City, after determining that a minimum amount of group health coverage is provided to the employee, shall pay a cash allowance of \$400.00 per month. [The same concept is applied to Dental at \$5.00 per month]. To be eligible for this "deletion" payment, the employee must provide proof, as determined by the Personnel Officer, that comparable group medical insurance is in full force and effect. In the event the employee loses eligibility (with documentation) then the employee must re-enroll in the plan pursuant to the PERS health plan rules.

B. Retiree Health Savings Plan (RHS)

The RHS Plan is an employer sponsored health benefit savings vehicle that allows the employee to accumulate assets to pay for medical expenses in retirement on a tax free basis.

1. The City shall contribute \$75 per month for all employees hired prior to 7/1/13 who chose to participate in the RHS Plan in-lieu of receiving the Supplemental Health Care Benefit and all employees hired after 7/1/13.

C. Supplemental Health Care Benefit - Eligible Retirees

1. Benefit applies to employees active on 6/30/2013, who made the election to be grandfathered in to the Supplemental Health Care Benefit as indicated on Exhibit "F". If an employee hired prior to 7/1/2013 elected to participate in the RHS plan, he/she is not eligible to participate in the Supplemental Health Care Benefit Program.

2. Eligible employees hired prior to 7/1/2013 who retire from the City under a PERS service retirement, with at least ten (10) years of continuous service may be eligible for supplemental health care benefits effective on the date of retirement. The employee's service retirement date must immediately follow the employment separation date for the employee to be eligible to receive the supplemental health care benefit.

3. The retiree may receive a payment for this benefit pursuant to the following schedule:

Years Of Continuous Service

10
15
20

City Payment

\$100/month
\$150/month
\$300/month

4. The monthly payment amount set forth in C.3. above, can be used by the retiree to either continue his/her health care benefits as may be available through the PERS Health Plan. This monthly payment shall be sent to the eligible retiree by direct deposit.

5. If the retiree chooses to participate in a plan other than the PERS Health plan, the retiree must provide the City with verification, as determined by the Personnel Officer, that the City payment is being used to secure alternative health care benefits. Verification must be submitted to Human Resources on an annual basis. Payments will only be issued if a current verification is on file during the month covered by the payment.

6. The above City payment will terminate on the date that the retiree reaches age 65 or on the date that the retiree becomes eligible for Medicare, whichever comes first.

7. This provision does not relate to the minimum payment to PERS for employees and retirees selecting the PERS Health Plan. Therefore, if a retiree eligible for the above supplemental health care benefit selects the PERS Health Plan coverage, then the retiree would be eligible for the above City payment and the minimum payment to PERS by the City.

Section 2. Dental Insurance Plan

A. The City shall pay one hundred percent (100%) of the "employee only" premium to a dental insurance plan for the employee.

B. Payment for dependent coverage in the dental insurance plan shall be the responsibility of the employee.

C. The City will pick up the cost of the employee's share of rate increases that occur within the Dental Plan for the duration of the current MOU contract, through 6/30/2022.

Section 3. Disability Insurance Plan

The City shall provide a short-term and long-term disability insurance plan for all employees covered by this Memorandum of Understanding. The City shall pay one hundred percent (100%) of the premium for the employee's coverage under the plan. Modifications to the plan shall be made only after the City has met and consulted with the Association.

Section 4. Vision Plan

A. The City shall pay one hundred percent (100%) of the premium for a vision insurance plan covering both employees and their dependents.

B. The City will pick up the cost of rate increases that occur within the Vision Plan for the duration of the current MOU contract, through 6/30/2022.

Section 5. Life Insurance Plan

A. The City shall pay one hundred percent (100%) of the premium for a term life insurance policy in the amount of \$50,000 for each eligible employee.

B. The City will pick up the cost of rate increases that occur within the Life Insurance Plan for the duration of the current MOU contract, through 6/30/2022.

Section 6. Reopener

The City may reopen this MOU for the purpose of eliminating or reducing taxes or penalties under the Affordable Care Act ("ACA").

ARTICLE XV - RETIREMENT

Section 1. The City shall continue to make contributions for eligible public safety personnel to the CalPERS plan known as three percent (3%) at fifty (50) with the CalPERS retirement survivor continuance option (Section 21263 and 21263.1), 1959 Survivors Benefit (Level 4), and one-year highest compensation (Section 20024.2).

Section 2. The City shall pay the Classic employees' statutory member contribution to their retirement plan subject to Section 3, and place it in the employees' individual CalPERS retirement accounts.

Section 3.

A. Employees hired prior to January 1, 2013, or employees hired after January 1, 2013 and are determined to be Classic CalPERS members, shall pay the following towards their retirement benefits with CalPERS.

Effective July 12, 2019, employees will contribute an additional 1% of compensation earnable for a total contribution of 10%.

Effective July 10, 2020, employees will contribute an additional 1% of compensation earnable for a total contribution of 11%.

Effective July 9, 2021, employees will contribute an additional 1% of compensation earnable for a total contribution of 12%.

These contribution amounts are cost sharing contributions under Government Code Section 20516(f) and shall be reported to CalPERS as employer contributions. The City will continue paying Classic members' 9% statutory contributions as Employer Paid Member Contributions (EPMC), which shall not be reported as special compensation. It is the parties' intent that if the MOU expires with no successor MOU in place, the 12% cost sharing contributions shall continue unless and until the parties agree to revise it as part of a successor MOU.

B. Employees hired after January 1, 2013 and are new to the California Public Employees' Retirement System (CalPERS), have had a six (6) month or more break in service, or otherwise do not qualify as Classic CalPERS members, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA) applicable to "new members".

ARTICLE XVI - EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Section 1. Tuition Reimbursement Plan

Employees who secure at least a passing grade ("C" or greater), shall receive a reimbursement up to one thousand three hundred and twenty dollars (\$1,320) per fiscal year for the cost of tuition, mandatory fees, and required textbooks to attend accredited college courses pursuant to the employee training and education programs.

ARTICLE XVII - SAFETY AND HEALTH

The City and employees of the City agree to comply with all applicable federal and state laws which relate to health and safety.

ARTICLE XVIII - LAYOFF PROCEDURES

Section 1. Policy

A. Whenever there shall be need for layoff, employees within the classification(s) of position(s) involved shall be terminated in the following order: emergency, temporary, provisional, probationary, regular. The order of layoff of regular employees shall be based on the recommendation of the Chief of Police. The Chief of Police shall take into consideration such things as tenure and job performance. Regular employees, subsequently laid off, shall be given ten (10) working days' notice and written notice for the reasons for such action. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate employment lists and will have precedence for employment over persons whose names appear on employment lists for the same classification of position.

B. An employee may be terminated by the Chief of Police when deemed necessary, as a result of substantial changes in duties or organization; abolition of position; shortages of work funds; or completion of work for which employment was made. Such termination shall not be subject to appeal. Regular employees not certified as having provided satisfactory service may interpret such layoff action as discharge and may request appeal proceedings as provided for in the Personnel Rules and Regulations and this Memorandum of Understanding.

ARTICLE XIX - REINSTATEMENT

Section 1. Policy

A. Regular employees who have been laid off shall be entitled to reinstatement to positions in the same classification from which they were laid off if those positions are to be refilled during the period of their eligibility on the layoff employment list. Any employee so reinstated shall retain all benefits accrued in prior service with the City.

B. Any regular employee who has resigned from the City service in good standing may, upon his written request and approval of the Chief of Police, be reinstated to a position in the same or similar classification in the classified service within two (2) years of such termination. Such reinstatement may be made without benefit of additional examination, and may take precedence over employment lists; but in no way shall it be mandatory for the Chief of Police to reappoint a former employee. Appointment shall otherwise be made in the manner as for original employment.

C. Upon reinstatement, any employee so appointed shall be considered a new appointee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City.

ARTICLE XX - PROMOTION AND DEMOTION

Section 1. Promotion

A. Insofar as practicable and consistent with the best interests of the service, all vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

B. If, in the opinion of the Chief of Police, a vacancy in the department could be filled better by an open, competitive examination, then the Chief of Police may instruct the Personnel Officer to call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open competitive examination.

Section 2. Demotion

A. The Chief of Police, with the approval of the City Manager, may demote an employee for disciplinary reasons set forth in Chapter 4.19 of the Rules and Regulations of the City of Cypress, and applicable sections of the City of Cypress Police Manual.

B. No employee shall be demoted to a classification for which he does not possess the minimum qualifications. Written notice shall be given to an employee at least three (3) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Personnel Officer.

C. In the event of a demotion, the employee shall be afforded procedural due process rights conferred by Section 3300, et seq., of the California Government Code, relevant case law and the City of Cypress Personnel Rules and Regulations.

ARTICLE XXI - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Section 1. Dues Deduction

The City shall deduct twice monthly the amount of Association regular and periodic dues and insurance premiums as may be specified by the Association on an authorization card furnished by the Association and signed by the employee. The Association shall maintain a list of members authorizing dues deductions and shall provide the City with updated certified lists of the members who have authorized in writing their agreement to withhold Association dues.

Section 2. Indemnification

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

ARTICLE XXIII - NO STRIKE--NO LOCKOUT

Section 1. Prohibited Conduct

A. The Association, its officers, agents, representatives, and/or members agree that they will respect relevant law and judicial decisions regarding the withholding or diminishment of services to influence negotiations conducted under Section 3500. et.seq. of the California Government Code.

B. The City agrees that it shall not lock out its employees during the term of this Memorandum of Understanding. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of rights as set forth in any of the provisions of this Memorandum of Understanding or applicable ordinance or law.

C. Any employee who participates in any conduct prohibited in subparagraph A. above may be subject to appropriate discipline up to and including termination by the City.

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed in Section 2. below, Association Responsibility, the City may suspend certain rights and privileges accorded to the Association under the Employee Relations Resolution or by this Memorandum of Understanding including, but not limited to, access to the grievance procedure, right of access check-off, and the use of the City's bulletin boards and facilities.

Section 2. Association Responsibility

In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Section 1. above, Prohibited Conduct, the Association or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section 1. above, Prohibited Conduct, and return to work.

ARTICLE XXIII – NO SMOKING POLICY

Section 1. Employees hired after October 8, 2001, shall not smoke or use tobacco products at any time while on duty. Employees hired prior to October 8, 2001, shall not smoke or use tobacco products in public view while on duty.

Section 2. Pursuant to California Government Code § 7596–7597, employees shall not smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Vehicle Code § 465, owned by the state.

Section 3. Violation of this Article may result in appropriate disciplinary action.

ARTICLE XXIV - ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with federal or state law.

Section 2. Notwithstanding the provision of Section 1., there exists within the City certain personnel rules and regulations and police department rules and regulations. To the extent that this Memorandum of Understanding does not specifically contradict these personnel rules and regulations or police department rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Memorandum of Understanding and applicable state law.

Section 3. Provisions of this Memorandum of Understanding relating to the salaries, wages and working conditions of employees will continue in effect unless changed in subsequent MOU's.

ARTICLE XXV - WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

Section 1. Except where required by any Article of this Memorandum of Understanding, including Article XXVIII, Section B., during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to meet and confer with regard to wages, hours and terms and conditions of employment, whether or not covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding.

Section 2. During the term of this Agreement, the Association agrees to review proposed changes to the City Personnel Rules and Regulations including but not limited to, clean-up of outdated language, clarifying rules regarding employees on extended leaves of absence, updates to the harassment policy and adding a procedure for administrative appeal hearings under the POBOR.

ARTICLE XXVI - CITY RIGHTS

Section 1. The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, not abridged by this Memorandum of Understanding or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- C. To determine the nature, manner, means and technology and extent of services to be provided to the public.

D. Methods of financing.

E. Types of equipment or technology to be used.

F. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.

G. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation.

H. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

I. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

J. To establish and modify productivity and performance programs and standards.

K. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.

L. To determine job classifications and to reclassify employees.

M. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.

N. To determine policies, procedures and standards for selection, training and promotion of employees.

O. To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith.

P. To maintain order and efficiency in its facilities and operations.

Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding.

R. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of City rights shall impact the wages, hours and others terms and conditions of employment of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided elsewhere in this Memorandum of Understanding.

ARTICLE XXVII - EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the personnel rules and regulations of the City, which prevent the

City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any personnel rules and regulations.

ARTICLE XXVIII - SEPARABILITY

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

ARTICLE XXIX - TERM OF MEMORANDUM OF UNDERSTANDING

The terms of the Memorandum of Understanding shall commence on July 1, 2019, and shall continue in full force and effect through June 30, 2022.

ARTICLE XXX - RATIFICATION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Cypress. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representative of the City and the Association.

CITY OF CYPRESS

By: [Signature] Date: 5/23/19
Matt Burton, Director of Finance & Administrative Services

By: [Signature] Date: 5/23/19
Regina Nguyen, Human Resources Administrator

CYPRESS POLICE OFFICERS' ASSOCIATION

By: [Signature] Date: 05-23-2019
Scott Ausmus, POA President

By: [Signature] Date: 5-23-2019
Juan Carrillo, POA Vice President

EXHIBIT A

Cypress Police Officers' Association							
Effective Pay Period Beginning 7/12/2019							
<u>CLASSIFICATION</u>	<u>HOURLY PAY RATES</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$50.2090	\$52.7148	\$55.3588	\$58.1212	\$61.0349	\$64.0931
	0	A	B	C	D	E	F
Police Officer	\$38.2849	\$39.2385	\$41.2049	\$43.2571	\$45.4276	\$47.6966	\$50.0773

Cypress Police Officers' Association							
Effective Pay Period Beginning 7/10/2020							
<u>CLASSIFICATION</u>	<u>HOURLY PAY RATES</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$51.2132	\$53.7691	\$56.4660	\$59.2836	\$62.2556	\$65.3750
	0	A	B	C	D	E	F
Police Officer	\$39.0506	\$40.0233	\$42.0290	\$44.1222	\$46.3362	\$48.6505	\$51.0788

Cypress Police Officers' Association							
Effective Pay Period Beginning 7/9/2021							
<u>CLASSIFICATION</u>	<u>HOURLY PAY RATES</u>						
	0	A	B	C	D	E	F
Police Sergeant	\$ -	\$52.2375	\$54.8445	\$57.5953	\$60.4693	\$63.5007	\$66.6825
	0	A	B	C	D	E	F
Police Officer	\$39.8316	\$40.8238	\$42.8696	\$45.0046	\$47.2629	\$49.6235	\$52.1004

The current work schedules for Police Sergeants and Police Officers provides for 2112.50 hours annually. Based upon this, the annual salary ranges are as follows:

<u>Classification</u>	<u>FY 2019 - 2020</u>	<u>FY 2020 - 2021</u>	<u>FY 2021 - 2022</u>
<i>Police Sergeant</i>	\$106,067 - \$135,397	\$108,188 - \$138,105	\$110,352 - \$140,867
<i>Police Officer</i>	\$80,877 - \$105,788	\$82,494 - \$107,904	\$84,144 - \$110,062

EXHIBIT B

City of Cypress

10 Plan (Applicable to Designated Sworn Personnel)

Pursuant to the MOU between the City and the Cypress Police Officers' Association (CPOA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the current work schedule and applicable leave rules, practices and/or procedures. This plan, implemented January 13, 1995 for sworn personnel as assigned, is known as the "10 Plan." This 10 Plan is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. This 10 Plan may apply to sworn employees as assigned by police management.

The provisions listed below shall modify existing rules, as follows:

10 PLAN WORK SCHEDULE DEFINED - This schedule can be briefly defined as 16 10-hour work days plus an additional 2.5 hours in a 28-day period.

A. 28 Day Pay Cycle - The pay cycle for sworn personnel starts Friday 12:00 A.M. and continues for 28 days until Friday 12:00 A.M.

B. Emergencies - All employees on the 10 Plan are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

EXHIBIT C

City of Cypress

12 Plan (Applicable to Sworn Personnel)

Pursuant to the MOU between the City and the Cypress Police Officers' Association (CPOA), Article IV, Hours of Work, this document shall be considered the "mutual agreement between management and the Association" to modify the work schedule and applicable leave rules, practices and/or procedures. This new plan shall be known as the "12 PLAN." This 12 PLAN, implemented at the start of the pay period on January 13, 1995, is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern. This 12 PLAN shall only apply to the employees in the CPOA bargaining unit and only applies to sworn employees working in patrol, as designated by police management.

The provisions listed below shall modify existing rules, as follows:

12 PLAN WORK SCHEDULE DEFINED - This schedule can be briefly defined as follows:

A. 28 Day Cycle - Working twelve 12.5 hour days and one 12.5 hour swing day during a 28-day cycle. The total number of regular work hours is 162.5. Work hours above 162.5 hours are considered overtime and paid at time and one half. All paid leaves are considered time worked, with the exception of sick leave. There will be two pay days for the 28-day cycle. The first pay day will include payment of 81.25 hours. The second payday will include payment of 81.25 hours and all overtime hours worked (both straight time O.T. and time and one half O.T.) during the 28-day cycle. These cycles will begin with shifts starting Friday and ending with shifts starting on Thursday. See the example attached.

Special notations:

Team 1A - 0530 to 1800, Monday - Wednesday
Team 1B - 1730 to 0600, " "
Team 2A - 0530 to 1800, Thursday - Saturday
Team 2B - 1730 to 0600, " "

Swing days are usually Sunday and may be other days based on organizational needs. Other schedules may also be assigned to meet staffing requirements (i.e. Friday - Sunday). Motor Officers and Canine Handlers will work shift configurations, schedules, and duty assignments as deemed appropriate by Police Management. Staffing of teams will be based on organizational needs as designated by police management.

B. Emergencies - All employees on the 12 PLAN are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the Police Chief or designee in charge of the department, may require such service from any of said employees.

EXHIBIT D

EDUCATION INCENTIVE CAP FOR EMPLOYEES HIRED BEFORE 9/3/13

EMPLOYEE	AMOUNT PER PAY PERIOD
Ausmus, Scott	\$307.86
Brewer, James	\$278.49
Carlson, Erik	\$278.49
Carrillo, Juan	\$195.44
Charland, Matthew	\$278.49
Clemons, Mark	\$278.49
Diaz, Darrell	\$185.66
Faessel, Gregory	\$323.23
Healy, Brian	\$356.44
Krok, Johnathan	\$185.66
Lee, Christopher	\$278.49
Marshall, Brook	\$185.66
Mondon, Rebecca	\$278.49
McBain, Michael	\$185.66
Mellana, Thomas	\$278.49
Miller, Cassie	\$278.49
Mount, Eric	\$92.83
Patopoff, Christopher	\$92.83
Paul, Brock	\$92.83
Pinvidic, Dean	\$237.63
Rodriguez, Robert	\$185.66
Ruiz, Paul	\$278.49
Sanchez, Andrew	\$278.49
Swift, Jeffrey	\$92.83
Taveras, Rafael	\$278.49
Wintersole, Michael	\$293.16
Yu, Angus	\$265.25

EXHIBIT E

SICK LEAVE ACCRUAL BALANCES AS OF 9/30/2013 for eligible active employees as of July 1, 2016

EMPLOYEE	SICK LEAVE BALANCE AS OF 9/30/2013	Maximum Sick Leave Hours Payable in accordance with Article 13, Section 4E
Ausmus, Scott	715.50	357.75
Brewer, James	743.00	371.50
Carlson, Erik	608.00	304.00
Carrillo, Juan	774.75	387.38
Charland, Matthew	33.50	16.75
Clemons, Mark	698.75	349.38
Diaz, Darrell	446.50	223.25
Faessel, Gregory	676.50	338.25
Healy, Brian	835.00	417.50
Krok, Johnathan	379.50	189.75
Lee, Christopher	207.50	103.75
Marshall, Brook	320.50	160.25
Mondon, Rebecca	375.50	187.75
McBain, Michael	589.75	294.88
Mellana, Thomas	286.00	143.00
Miller, Cassie	287.00	143.50
Mount, Eric	612.00	306.00
Patopoff, Christopher	329.50	164.75
Paul, Brock	302.00	151.00
Pinvidic, Dean	769.75	384.88
Rodriguez, Robert	419.25	209.63
Ruiz, Paul	961.25	480.63
Sanchez, Andrew	370.50	185.25
Shaheen, Shaheen	112.00	56.00
Swift, Jeffrey	8.50	4.25
Taveras, Rafael	351.00	175.50
Tran, Thuan	73.50	36.75
Wintersole, Michael	849.75	424.88

EXHIBIT F

EMPLOYEES GRANDFATHERED IN TO THE SUPPLEMENTAL HEALTH CARE BENEFIT

EMPLOYEE	HIRE DATE (or POA Membership Date)
Brewer, James	2/25/05
Carrillo, Juan	1/30/99
Clemons, Mark	1/30/99
Diaz, Darrell	5/16/05
Healy, Brian	12/11/95
Krok, Johnathan	3/25/05
Lee, Christopher	10/16/07
McBain, Michael	2/25/05
Mount, Eric	7/27/92
Patopoff, Christopher	10/9/06
Pinvidic, Dean	6/23/00
Ruiz, Paul	12/11/95
Swift, Jeffrey	12/11/95
Taveras, Rafael	4/28/08
Tran, Thuan	3/11/12
Wintersole, Michael	3/4/99