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CITY OF MARYSVILLE AND MARYSVILLE POLICE OFFICERS ASSOCIATION –  
NON-SWORN UNIT JULY 1, 2022 THROUGH JUNE 30, 2023

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NON-SWORN UNIT  
Marysville Police Officers Association

**Article 1. PREAMBLE**

- 1.1 Pursuant to California law, the City of Marysville, acting through its negotiator, and representatives of the Marysville Police Officers Association (MPOA Non-Sworn) have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term commencing July 1, 2022, and terminating June 30, 2023. It is the intent of the parties to set forth herein their entire agreement covering rates of pay; hours of work, and other conditions of employment; and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.
- 1.2 This memorandum of understanding (MOU) supersedes and replaces all MOUs and letters of agreement between the parties as well as all previous minute orders, resolutions and ordinances of the City Council that are in conflict with this memorandum of understanding.
- 1.3 The parties hereby acknowledge the provisions of chapter 10, (Section 3500, et. seq.) a Division 4, Title 1 of the Government Code of the State of California.
- 1.4 Nothing herein shall be construed to restrict the exclusive management rights of the City set forth in Article 3 below. Both parties have mutually agreed that their objective is for the good of the City and MPOA Non-Sworn Unit alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth.
- 1.5 Except as otherwise expressly provided herein, all terms and conditions of the MOU apply to all employees in the MPOA Non-Sworn Unit.

**Article 2. RECOGNITION**

- 2.1 The City recognizes the MPOA Non-Sworn as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time employees (regularly scheduled, at 40 hour or more per week) and regular part-time (regularly scheduled more than 20 hours per week).
- 2.2 The classifications on job titles used herein are for descriptive purposes only. Their use is neither an indication nor guarantee that these classifications or titles will continue to be utilized by the City.

**Article 3. MANAGEMENT RIGHTS**

- 3.1 Except as expressly modified or restricted by a specific provision of this MOU, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees covered under this agreement cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall

to work employees; to set standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to transfer and assign employees among and between different jobs and classifications as required by the City's work needs; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time to time modify, rescind or change safety and work rules and regulations, to determine the number, location and operation of departments, divisions, and all other units of the City; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

- 3.2 Before submission of a recommendation to contract out any function traditionally performed by MPOA Non-Sworn, which would result in a reduction of the work force, the MPOA Non-Sworn will be offered the opportunity to examine the proposal for at least 30 working days prior to Council consideration, whenever possible, and to submit recommendations. If requested, the City will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

#### **Article 4. ASSOCIATION BUSINESS**

##### **4.1 Access to City Facilities**

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Organization business, such as soliciting membership, campaigning for office, and organization meetings and elections, shall not be conducted during normal business hours and shall be unpaid, except as noted in Article 4.3.

##### **4.2 Payroll Deduction of Dues**

- 4.2.1. The City shall deduct MPOA Non-Sworn membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.
- a. Dues paying bargaining unit employees who have affirmatively consented to, or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with MPOA Non-Sworn an authorization form provided by association. MPOA Non-Sworn will notify the City of the employee's name and

amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by MPOA-Sworn.

- b. The City agrees to direct each bargaining unit affiliated employee to MPOA Non-Sworn in response to any questions or concerns about dues or any other mutually agreed payroll deduction.
- c. MPOA Non-Sworn is responsible for providing the City with timely information about changes to employee dues and any other lawful MPOA-related payroll deductions.
- d. Dues withheld by the City shall be transmitted to the MPOA Non-Sworn representative designated in writing by the association as the person authorized to receive the funds at the address specified.
- e. A bargaining unit affiliated employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized MPOA Non-Sworn dues deductions. If a bargaining unit employee is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- f. MPOA Non-Sworn shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

4.2.2. The City shall make payroll deductions in reliance on MPOA Non-Sworn certification that the association has and will maintain an authorization signed by each employee who affirmatively consents to pay MPOA Non-Sworn membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by MPOA Non-Sworn to the extent permitted by law. .

4.2.3. The City shall not request that MPOA Non-Sworn provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

#### 4.3 Employee Association Business Leave

Two (2) employees will each be allowed time, without loss of compensation, for the purpose of preparing for and participating in the formal meet and confer process. The employees shall remain in the Police Station and respond for any emergency purpose and shall participate in any Police-related duties. Prior written approval of such time off must be received from the Police Chief, or designee. An e-mail may service as written approval.

4.4 MPOA Non-Sworn shall indemnify, defend, protect, and hold harmless the City and

its elected and appointed officials, officers, employees, officers and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit affiliated employees for the return of membership dues deducted by the City in reliance on MPOA Non-Sworn certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by MPOA Non-Sworn.

#### 4.5 AB 119 Compliance

4.5.1 This provision applies to all new employees hired into MPOA Non-Sworn bargaining unit positions and is intended to comply with the provisions of ABI19.

- a. The City will provide MPOA Non-Sworn with not less than ten (10) calendar days' advance written notice of the time, date, and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing MPOA non-Sworn with ten (10) calendar days' advance notice. The advance notice will include the number of MPOA Non-Sworn bargaining unit employees attending the orientation meetings. Notice will be made by way of email to the MPOA Non-Sworn President, or another contact person designated by MPOA Non-Sworn.
- b. Upon request, MPOA Non-Sworn will be given up to twenty (20) minutes as part of the new employee orientation meetings to present information to bargaining unit employees generally relating to MPOA Non-Sworn's role as representative, MPOA Non-Sworn membership information, the rights and obligations created by the MOU and City personnel rules, and to answer questions. One (1) MPOA Non-Sworn representative may present information to the new employees. Management representative shall excuse themselves and not be present during MPOA Non-Sworn's portion of the new employee orientation meetings.
- c. The MPOA Non-Sworn representative who present information at the new employee orientation meetings may do so while on duty without the loss of compensation, provided MPOA Non-Sworn advises the City Manager or designee of the names of the employees who will be presenting information on behalf of MPOA Non-Sworn at the new employee orientation meetings.
- d. The City shall not disclose the date/time/place of the new employee orientation to anyone other than the new employees and their departments, MPOA Non-Sworn, and any vendors who are contracted to provide a service at the new employee orientation.

#### 4.5.2 Information Requirements

Upon request, the City will provide MPOA Non-Sworn with a digital file via e-mail to the e-mail address designated by MPOA Non-Sworn containing the

following information for each employee to the extent the City has the information on file:

- Name
- Job title
- Work location
- Personal telephone number (may be home or cellular as provided by employee)
- Home address
- Personal email addresses if provided by the employee and on file with the City (new hires only) unless the employee submits a written request to the City and MPOA Non-Sworn to withhold disclosure of his/her personal e- mail address.

The above information will be provided as follows:

- For new hires, at the end of each month.
- Upon request for all bargaining unit employees no more than once per every 120 calendar days.

#### **Article 5. CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform the job functions and responsibilities, or other interference with the operations of the MPOA Non-Sworn.

#### **Article 6. DISCRIMINATION, HARRASSMENT, AND RETALIATION**

The City and MPOA Non-Sworn agree not to discriminate against any employee for non--membership, or his/her activity in behalf of, or membership in, MPOA Non-Sworn.

The City prohibits any form of discrimination, harassment, and retaliation against or by employees as defined by federal Title VII of the Civil Rights Act and California Department of Fair Employment and Housing Act (FEHA).

#### **Article 7. HOURS OF WORK AND OVERTIME**

##### **7.1 Work Schedule**

Employees will work a schedule that is at the discretion of the Police Chief or designee. A mixture of suitable shift assignments may be assigned as necessary to provide adequate service as determined by the Police Chief or designee.

##### **7.2 Hours of Work**

Unless otherwise authorized by the Police Chief, or designee the scheduled number of hours during the work week shall be 40 for employees in this Unit. The work week for all employees shall be seven (7) days beginning at midnight on Saturday night and continuing until 11:59 PM on the following Saturday night. The Police Department shall render service continuously on a twenty-four (24) hours basis without

interruption. The Police Chief, or designee, in order to provide the best service to the public, may establish work schedules that vary employee workdays and hours.

Unless otherwise authorized by the Police Chief, or designee the scheduled number of hours during the work week shall be 40 for employees in this Unit. Public Safety Dispatchers work period shall be 80 hours.

The work period for Public Safety Dispatchers shall be fourteen (14) days beginning at midnight on Saturday night and continuing until 11:59 PM on the Saturday night of the second week. The work week for all other employees shall be seven (7) days beginning at midnight Saturday night and continuing until 11:59 PM on the following Saturday night. The Police Department shall render service continuously on a twenty-four (24) hours basis without interruption. The Police Chief, or designee, in order to provide the best service to the public, may establish work schedules that vary employee workdays and hours.

Personnel shall work an eight (8) hour workday or other agreed upon shift, as assigned by the Police Chief or designee. All shift personnel shall have a paid 30-minute meal period during their assigned shift, provided that in cases of departmental necessity, during such meal break, such personnel may be called out or otherwise be required to perform services.

Personnel assigned to work up to a 12-hour shift, as assigned by the Police Chief or designee shall have a paid 30-minute meal period during their assigned shift, provided that in cases of departmental necessity, during such meal break, such personnel may be called out or otherwise be required to perform services.

On those days during which a time change occurs, employees shall be paid for actual time worked. If the employee works less than his/her normally assigned shift they may use accrued leave to make up the one (1) hour difference. If the employee works more than his/her normal shift, that time worked will be counted towards the calculation of time worked in the work period for determining overtime payment.

Whenever the Police Chief authorized the rescheduling of an employee to another shift on a temporary basis, the employee's primary authorized work schedule shall not change, and the employee's pay shall not be affected by such change.

### 7.3 Overtime Compensation

All positions covered by this MOU are eligible for overtime compensation. Overtime work and compensation shall be approved by the Police Chief or designee. Compensation for overtime shall be computed and paid for time worked in excess of 40 hours in a workweek. Hours worked shall be defined as all hours within the service of the Department, including vacation and sick leave,

compensatory time off (CTO) and holidays.

- 7.3.1 The parties agree that employees who are eligible for overtime compensation shall be paid at a rate equivalent to one-and-one half (1½) times the employees' base rate of pay or, with the prior approval of the supervisor, may accrue CTO. CTO may be accumulated to a maximum of 150 hours. All overtime earned beyond this maximum shall be subject to cash payment, but the method of payment (i.e., CTO or cash) shall be determined by the Police Chief or designee prior to performance of the work. Furthermore, during the month of November, an employee may request, in writing, pay out of accumulated CTO. Pay for CTO will be at the employee's regular hourly rate of pay and will be paid by December 10<sup>th</sup>. The amount of this payment will be included in the employee's taxable income.
- 7.3.2 Overtime pay shall be computed to the nearest one-quarter (1/4) hour. An employee cannot use a combination of work hours and leave time within his/her scheduled shift to create overtime for himself/herself without prior approval of his/ her supervisor.
- 7.3.3 Call Back  
The parties hereto agree that if employees covered by this MOU are called back to work the employees shall be credited with a minimum of two (2) hours of compensation at one-and-one half (1½) times for such callback lasting less than two (2) hours.
- 7.3.4 Any employee who separates from City employment shall be entitled to cash compensation for overtime worked for which he/she has not been compensated and accrued CTO not paid. In case of death, compensation for accrued overtime shall be paid in the same manner.
- 7.3.5 If an employee is transferred from one department to another, accrued overtime and CTO shall be paid prior to the transfer.
- 7.3.6 It is the policy of the City, that employees shall not manipulate their work hours, by any means, including shift exchanges, for the purposes of creating overtime for themselves or others.

## **Article 8. WORK RULES**

### **8.1 Layoff**

Layoff policies and procedures are those defined in City Administrative Code Section 8478, as may be amended during the term of this MOU. The City agrees to notify the MPOA Non-Sworn, and meet and confer, if requested, on impacts of the layoffs.



8.2 Reinstatement, Demotions, Promotions and Transfers

Reinstatements, Demotions, Promotion and Transfer procedures are those defined in the City's Administrative Code, Title 5, Parts 1 and 2, as may be amended during the term of this MOU. The City agrees to notify the MPOA and meet and confer on any proposed modifications that are within the scope of representation.

8.3 Attendance

Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function. Employees who report for duty at a later time than is required may be subject to disciplinary action.

Employees are required to notify their supervisor as soon as possible of their absence or late arrival. At the discretion of the Police Chief, those employees who fail to report to work within 15 minutes or more shall have the time deducted from his/her pay increments of quarter hour to the nearest quarter hour.

8.4 Telephone Service

Each employee shall, at all times, have a working telephone in order to expeditiously report to work in case of emergency or call-back. However, the employees are not required by this provision to be available for work at all times.

8.5 Shift Exchange

Employees shall have the right to exchange shifts when (i) the exchange does not interfere with the operation of the Department, (ii) complies with departmental regulations, and (iii) does not result in any overtime for an employee in excess of that which would have accrued in the absence of such exchange.

Requests for such exchanges must be in writing, signed by both employees involved, and be approved, in advance by the Police Chief or designee. Such shift exchange shall be noted on each of the employee's time sheet. Pay back of an exchanged shift shall be the responsibility of the employees involved in the exchange and shall be completed within 12 months of the exchange.

**Article 9. SAFETY**

The City and MPOA Non-Sworn desire to maintain a safe place of employment for all City employees and to that end, City Management and the MPOA Non-Sworn will work jointly to make provisions necessary for the safety of employees in the performance of their work. City's safety policy and procedures are defined in the City's Administrative Code Title 5, Part 1, Chapter 4. The City agrees to notify MPOA Non-Sworn Unit and meet and confer on any proposed modifications that are within the scope of representation.

**Article 10. HOLIDAYS**

10.1 Holiday pay shall be paid as follows:

- 10.1.1 For those employees not assigned to shift schedules, the following days shall be recognized as holidays, and regular employees receive the following holidays off with pay:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The day following Thanksgiving Day  
Christmas Eve  
Christmas Day

The City will issue, before the end of each calendar year, a schedule of the actual dates upon which the above holidays will be observed during the following year.

A holiday is equal to eight (8) hours, regardless of the length of scheduled work shifts. If a holiday is taken when the employee's scheduled shift is longer than eight (8) hours, the employee must make up the additional hours taken for the holiday with the 80-hour work period or use other accrued leave.

Birthday (1) one day on the employee's birthday, or an equivalent time off on another day in lieu of the employee's birthday as approved by the employee's supervisor) Every day appointed by the President, Governor, or Mayor, and approved by the City Council for a public feast, thanksgiving, holiday or in memorial.

- 10.1.2 For those employees working shift schedules, holiday pay will be accrued in the amount of eight (8) hours per month, in lieu of time off for holidays. Upon prior approval of the Police Chief or designee, employees may utilize such leave before December 1 of each year. Holiday leave not utilized prior to December 1<sup>st</sup> may, at the employee's option, either be converted, into an equal amount of vacation leave or be paid as follows. The employees shall be paid annually on or before December 10<sup>th</sup> of each year for such holiday leave accrued but not utilized within the previous 12 months or for the term of employment, whichever is less.
- 10.2 In order to be eligible for holiday pay, an employee must be in paid status the workday before and after a holiday and shall not be on suspension.
- 10.3 An employee who starts work after the first of the month shall not begin to accrue holiday pay until the first day of the month following the month in which the employee begins work.

## **Article 11. LEAVES**

### **11.1 Vacation**

#### **Accrual of Vacation**

Regular full-time employees shall receive the following vacation accruals per month when in paid status.

<b>Years of Service</b>	<b>Hours Accrued Per Month</b>
Less than 5 years	10
At least 5 years and less than 10 years	12
At least 10 years and less than 15 years	14
At least 15 years and less than 20 years	15
At least 20 years	16

The maximum accrual of vacation shall be capped at 324 hours.

Vacation shall be credited on the first day of the month following the month the vacation is earned. An employee who starts work after the first of the month shall not begin to accrue vacation until the first day of the month following the month in which the employee begins work.

### **11.2 Sick Leave**

Regular full-time employees shall receive eight (8) hours of sick leave per month. Sick leave shall accumulate without limit.

An employee who starts work after the first of the month shall not begin to accrue sick leave until the first day of the month following the month in which the employee begins work.

If an employee retires within 120 calendar days of separation from City employment, any unused sick leave will be converted to additional CalPERS service credit. Eight (8) hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one (1) year of service credit (.004 x 250 = 1 year).

### **11.3 Use of Sick Leave**

For the purpose of this Section, family members shall be restricted to: a child (biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a biological, adoptive, foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

Sick leave shall be allowed and used for any of the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of the employee

- or his/her family member.
- 2. Preventative care for the employee or his/her family member.
- 3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking.)

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay from sick leave. If the sick leave is depleted, vacation and CTO shall be allowed, upon employee written request. Sick leave will not be granted for any leave of absence other than sick leave with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized, or when a physician has certified the employee's physical disability or illness.

#### 11.4 Family Leave

In accordance with the federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees.

#### 11.5 Vacation Leave Donation

Represented employees may, by written request, donate a portion of their accrued vacation to another member of the Police Department (either sworn or non-sworn), who has suffered a serious illness or injury. The recipient is eligible to receive donations once all vacation and sick leave accruals have been exhausted. No leave donation may be used to offset a loss of pay due to disciplinary action taken by the City or an intentionally self-inflicted injury. Employees donating vacation hours may not donate an amount that would reduce their own balance of annual leave below 80 hours. Donations may only be made to an employee in the same or lower job classification as the donating employee.

#### 11.6 Supplementing Workers' Compensation Payments with Accrued Leave

If an employee is injured during the course and scope of their work and becomes eligible to receive payment from the City's workers' compensation insurance, the injured employee can submit a timecard, approved by their supervisor, that identifies use of their first accrued sick leave, then when exhausted, accrued vacation to supplement the workers' compensation payments up to an amount that, combined with the workers' compensation payment, would be equal to their base rate of pay. The employee must have already earned the leaves to be used.

### **Article 12. INSURANCE**

#### 12.1 Group Health Insurance

The City and employees will share in the cost of health insurance premiums. The City will pay up to the dollar equivalent of 80% of premium Anthem PPO 500 plan by enrollment category. A Kaiser HMO plan is also available. Employees may enroll in either of the two medical plans the City offers. The employee will pay, via payroll deduction, the difference between the City contribution and the actual premium for the medical plan selected.

Eligible employees may elect not to participate in the City offered medical plans. Should an employee make this election, the employee must provide to the City proof of medical insurance through another provider. Any employee electing not to receive medical insurance will receive a \$275 monthly medical allowance.

All employees must purchase dental and vision thorough payroll deduction.

12.2 Dental

The City will provide dental insurance for employee and dependents. The City will pay 80% of the monthly premium. The employee will pay 20% of the monthly premium via payroll deduction.

12.3 Vision

The City will provide vision insurance for employees and their dependents. The City will pay 80% of the monthly premium. The employee will 20% of the monthly premium via payroll deduction.

12.4 Life Insurance

The City will provide \$50,000 in double indemnity life insurance at no cost to employees. The Group Insurance Certification outlines the terms of the policy are and are available upon request to the Finance Department. Additional life insurance will be made available to employees at no cost to the City.

12.5 Short and Long-Term Disability

The City will provide, at no cost to employees, short-term disability (STD) and long-term disability (LTD) insurance coverage for non-job-related illnesses and injuries. The terms and conditions of the plans are contained in the group insurance certificate and available from the Finance Department. The City will make reasonable effort to have additional LTD insurance available to employees at no cost to the City. During the use of non-job-related long-term disability, the health insurance normally received by the employee shall continue at the agreed-upon rate of cost sharing pursuant to Section 12.1 and 12.2 hereof to 100 working days, beginning the date of the injury/illness, or the date of first use of the disability plan, whichever occurs first. If the employee is disabled for more than one hundred working days, the employee may continue his/her health coverage by paying 100% of the monthly premiums until the employee returns to work, retirees, or for a period of two (2) years, whichever occurs earlier.

**Article 13. RETIREMENT**

13.1 CalPERS

The City will provide a "Miscellaneous" plan retirement benefit through the California Public Employees' Retirement System (CalPERS) for employees in this bargaining unit. The specific plan option available to eligible employee, and the employee's cost for such specific plan, are dependent upon the date on which the employee entered service with a CalPERS member agency, as described in paragraph (a) and (b) below.

a. An employee who is determined by CalPERS to be a "New Member" as defined by PEPPRA shall be enrolled in the CalPERS PEPPRA Miscellaneous Plan of 2% @ 62 formula. Each such employee shall pay 50% of the total normal cost (TNC) rate assessed by CalPERS for members in this benefit group, but in no event will the City pay the Employee share. TNC is defined as: "sum of the employer normal cost rate and the employee contribution rate." All employee costs required by this paragraph shall be treated as 414(h)(2) pretax earnings.

1r. For compensable service beginning earlier than January 1, 2013, an employee will be enrolled in the CalPERS Classic Miscellaneous Plan of 2% @ 50 formula. Each such employee shall pay 7% of the "Employee" contribution and 3% of the "Employer" contribution.

#### 13.2 Survivors' Benefits

The employee will pay for survivor benefits at CalPERS level four (4).

### **Article 14. MISCELLANEOUS BENEFITS**

#### 14.1 Employee Assistance Program

The City will provide an Employee Assistance Program for employees and their dependents.

#### 14.2 Flexible Benefit Plan

The City agrees to provide a flexible benefit plan pursuant to Internal Revenue Code Section 125, for eligible dependent care and medical expenses. Administrative costs of this program shall be paid by employees participating in the plan. Deferred Compensation

Employees may voluntarily participate in the City's a deferred compensation plan(s). Contributions can be made via payroll deduction. Employees may request additional information from the Finance Department.

#### 14.3 Uniform Allowance

Employees shall receive an annual uniform allowance in the amount of \$800.00, paid monthly at the rate of \$66.67, that will be used to purchase the standard uniform or authorized equipment as prescribed by the Police Chief. Each member agrees to assume the maintenance of the city uniform, and other equipment necessary for the performance of their duties.

14.3.1 The City shall provide the necessary safety equipment to each employee at no cost to the employee. Upon separation from employment, the employee shall return all safety equipment items, as provided by the City, to the Police Chief.

14.3.2 The City will replace or repair uniform items in accordance with the following:

- a. The item is damaged in the line of duty, including such things as crime prevention and patrol, training, and other required activities;
- b. It will be the Police Chiefs sole decision on whether to replace or repair the item; and
- c. If the Police Chief chooses to replace an item, the item to be replaced shall be returned to the City.

#### 14.4 Parking Cost

The City hereby agrees to provide to the employees who are required to use public parking zones, a parking permit for said parking zones at no cost to the employee.

#### 14.5 Hepatitis Tests and Inoculations

The City agrees to make arrangements and pay the costs for employees to receive hepatitis testing and inoculations.

#### 14.6 Seniority Bridge

Upon a determination that a classification is difficult to recruit and retain, the Police Chief may petition the City Manager for a seniority bridge. Upon City Manager approval, a seniority bridge may be implemented to help with recruitment and retention.

The seniority bridge applies to vacation accrual and longevity pay only. Only prior public sector service in the same or substantially similar classification will apply. An example of the application of seniority bridge is a new hire has ten (10) years prior experience as a Dispatcher with the County upon hire with the City as a Police Dispatcher. The new hire would be entitled to ten (10) years vacation accrual and ten (10) year longevity pay with the City.

#### 14.7 Shift Differential

All members receive 2.5% of hourly base rate for working the Graveyard shift. Must be assigned to Graveyard. This additional pay will be included in the regular rate calculation for purposes of overtime, to employees assigned to the Graveyard shift. Depending on the employees CalPERS membership, this special pay can be PERSable (Classic Members only).

### **Article 15. DISCIPLINARY PROCESS AND PROCEDURE**

#### 15.1 Cause for Discipline

Improper conduct by an employee in the service of the City shall be cause for disciplinary action. The policy, process, and procedures for, and appeals to, disciplinary actions are those outlined in the City's Administrative Code Title 5, Part 2, Chapter 4, as may be amended during the term of this MOU. The City agrees to notify MPOA Non-Sworn Unit and meet and confer on any proposed modifications

that are within the scope of representation.

## **Article 16. GRIEVANCE PROCEDURE**

The City has provided for an orderly process whereby employees covered by this agreement may have their employment grievances considered as fairly and rapidly as possible without fear of reprisal. The policy, process and procedures are outlined in the City's Administrative Code Section 8650, as may be amended during the term of this MOU. The City agrees to notify MPOA Non-Sworn Unit and meet and confer on any proposed modifications that are within the scope of representation.

## **Article 17. COMPENSATION**

### **17.1 Wages**

Effective July 1, 2022:

- 5% COLA
- One time distribution of \$2,000 (non-PERSable funds), which will be a separate check than the payroll cycle and cut and distributed to employees as soon as possible post Council ratification of this MOU.

### **17.2 Jury Duty**

The City will pay jury pay as outlined in the City's Administrative Code Section 7552, as may be amended during the term of this MOU.

### **17.3 Travel**

When an employee receives prior authorization to use his/her private vehicle <sup>on</sup> for City business, the employee will be reimbursed at the IRS rate for mileage.

### **17.4 Educational Incentive**

An educational incentive program will reward employees for the acquisition and maintenance of higher levels of educational achievement.

The degree from an accredited college or university must be in the field of Law Enforcement, Police Science, Public Administration, or a closely related field which is beneficial to the City as determined by the Police Chief and the City Manager. For the purposes of this section, an "accredited college or university" is accredited by one of the accreditation agencies recognized by the Secretary of the U.S. Department of Education.

Employees shall be eligible to the following educational incentive pay:

- a. An employee, who has graduated from an accredited college or university with



an Associates of Arts degree, or its equivalent, shall receive education incentive pay of two and one half percent (2.5%) above the employee's base rate of pay each pay period. For the purposes of this section, the equivalent of an Associates of Arts degree is at least 60 semester units or 90 quarter units.

- b. An employee, who has graduated from an accredited college or university with a Bachelor's degree, or its equivalent, shall receive educational incentive pay of five percent (5%) above the employee's base rate of pay each pay period. For the purposes of this section, the equivalent of a Bachelor's degree is at least 120 semester units or 180 quarter units.

Employees who receive an education incentive pay for a Bachelor's degree are not eligible to also receive an education incentive for an Associates of Arts degree.

- c. An employee, who has graduated from an accredited college or university with a Master's degree shall receive an education incentive pay of \$150 per month.

#### 17.5 Training Pay

Employees assigned to provide in-service training to other employees will be compensated an additional 5% above their base rate of pay for each hour assigned as a training officer, but not while on a ride-along with Police Officers. To qualify for training pay, an employee must (1) be a certified instructor and/or appointed by the Department as a qualified instructor, or a POST certified Communication Training Officer and (2) be specifically assigned by a Division Commander to provide training to full time employees and reserve employees for two (2) or more hours in a workday.

#### 17.6 Out of Classification Pay

In lieu of any compensation pursuant to the City's Administrative Code Section 8112, the employee will be paid a temporary assignment pay of 5% above the employee's base rate of pay. To be eligible for out of classification pay, an employee must be assigned to and must work at least one (1) full 80-hour work period in the higher classification.

#### 17.7 Acting Supervisor Pay

An employee assigned to act as a supervisor shall receive 5% above the employee's base rate of pay for all hours worked in the temporary assignment.

#### 17.8 Longevity

The following longevity pay will be provided to employees.

Years of Service	Percentage of Base Rate of Pay
After completion of 10 years	2.5%
After completion of 15 years	5%
After completion of 20 years	7.5%
After completion of 25 years	10%

**17.9 Pay for POST Certificates**

The City will pay employees for the following POST certificates. An employee must provide to the Police Chief proof of successful completion of the POST certificate.

POST CERTIFICATION	POST CERTIFICATION PAY
Intermediate	2.5%per month
Advance	5% per month
Public Safety Dispatch Supervisor	2.5% per month.
Professional Records Supervisor	2.5% per month

Each POST certification is a stand-alone pay and is not cumulative. POST certification pay will begin the first full pay period following verification of proof of successful completion.

**17.10 Bilingual Pay**

The City shall compensate employees who are certified by the City as Spanish speaking will be paid \$100.00 per month. A maximum of three (3) employee may be designated bilingual. Compensation for additional languages subject to recommendation of Police Chief and City Manager approval.

**Article 18. SAVINGS CLAUSE**

If any article or section of this contract, or any rider thereto, should be held invalid, illegal or unenforceable by operation of law, or by any tribunal of competent jurisdiction, or if compliance with enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal, or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

**Article 19. AMENDMENTS CLAUSE**

This MOU may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this MOU.

**Article 20. ENTIRE AGREEMENT/WAIVER**

The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this agreement.

Therefore, the City and MPOA Non-Sworn, for the duration of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this MOU. This MOU may only be amended during its term by the mutual agreement in writing of both parties.

This MOU contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

#### **Article 21. TERM**

Except as provided below, this MOU shall be in full force and effect from July 1, 2022, through June 30, 2023.

For the City

By:   
Jim Schaad, City Manager

Date: 8/3/22

For the Association

By:   
Mark Bartley, Labor Consultant

Date: 7/20/2022

By:   
Joe Liebman, President

Date: 8/2/22

## Police Non-Sworn MOU

MOU Effective: July 1, 2022-June 30, 2023

Title		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Animal Control Officer</b>	<b>Hourly</b>	\$ 20.56	\$ 21.59	\$ 22.67	\$ 23.80	\$ 25.00
	<b>Monthly</b>	\$ 3,564.28	\$ 3,742.49	\$ 3,929.62	\$ 4,126.10	\$ 4,332.41
	<b>Annual</b>	\$ 42,771.36	\$ 44,909.93	\$ 47,155.43	\$ 49,513.20	\$ 51,988.86
<b>Chief's Executive Assistant</b>	<b>Hourly</b>	\$ 21.90	\$ 23.00	\$ 24.15	\$ 25.36	\$ 26.62
	<b>Monthly</b>	\$ 3,796.53	\$ 3,986.36	\$ 4,185.68	\$ 4,394.96	\$ 4,614.71
	<b>Annual</b>	\$ 45,558.38	\$ 47,836.30	\$ 50,228.11	\$ 52,739.52	\$ 55,376.50
<b>Community Services Officer I</b>	<b>Hourly</b>	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.66
	<b>Monthly</b>	\$ 3,232.00	\$ 3,393.60	\$ 3,563.28	\$ 3,741.44	\$ 3,928.51
	<b>Annual</b>	\$ 38,783.96	\$ 40,723.16	\$ 42,759.31	\$ 44,897.28	\$ 47,142.14
<b>Community Services Officer II</b>	<b>Hourly</b>	\$ 20.56	\$ 21.59	\$ 22.67	\$ 23.80	\$ 25.00
	<b>Monthly</b>	\$ 3,564.28	\$ 3,742.49	\$ 3,929.62	\$ 4,126.10	\$ 4,332.41
	<b>Annual</b>	\$ 42,771.36	\$ 44,909.93	\$ 47,155.43	\$ 49,513.20	\$ 51,988.86
<b>Dispatch/Records Supervisor</b>	<b>Hourly</b>	\$ 24.27	\$ 25.48	\$ 26.75	\$ 28.09	\$ 29.49
	<b>Monthly</b>	\$ 4,205.85	\$ 4,416.15	\$ 4,636.95	\$ 4,868.80	\$ 5,112.24
	<b>Annual</b>	\$ 50,470.23	\$ 52,993.74	\$ 55,643.43	\$ 58,425.60	\$ 61,346.88
<b>Pubic Safety Dispatcher</b>	<b>Hourly</b>	\$ 21.06	\$ 22.11	\$ 23.22	\$ 24.38	\$ 25.60
	<b>Monthly</b>	\$ 3,650.52	\$ 3,833.04	\$ 4,024.70	\$ 4,225.93	\$ 4,437.23
	<b>Annual</b>	\$ 43,806.21	\$ 45,996.52	\$ 48,296.34	\$ 50,711.16	\$ 53,246.72
<b>Records Clerk</b>	<b>Hourly</b>	\$ 18.65	\$ 19.58	\$ 20.56	\$ 21.59	\$ 22.66
	<b>Monthly</b>	\$ 3,232.00	\$ 3,393.60	\$ 3,563.28	\$ 3,741.44	\$ 3,928.51
	<b>Annual</b>	\$ 38,783.96	\$ 40,723.16	\$ 42,759.31	\$ 44,897.28	\$ 47,142.14
<b>Senior Community Serices Officer</b>	<b>Hourly</b>	\$ 24.27	\$ 25.48	\$ 26.75	\$ 28.09	\$ 29.49
	<b>Monthly</b>	\$ 4,205.85	\$ 4,416.15	\$ 4,636.95	\$ 4,868.80	\$ 5,112.24
	<b>Annual</b>	\$ 50,470.23	\$ 52,993.74	\$ 55,643.43	\$ 58,425.60	\$ 61,346.88