

RESOLUTION NO. 11277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE REPEALING RESOLUTION NO. 11093 AND ALL AMENDMENTS THERETO AND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE CITY OF ORANGE POLICE ASSOCIATION CONCERNING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2023

WHEREAS, the City of Orange, hereinafter referred to as “City”, and the City of Orange Police Association, hereinafter referred to as the “Association”, have met and conferred in accordance with requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and the Association have reached agreement on wages, hours, and other terms and conditions of employment effective July 1, 2019 through June 30, 2023 and the City Council desires to repeal Resolution No. 11093 and all amendments thereto for said employees, as set forth in the Memorandum of Understanding, hereinafter referred to as “MOU”; and

WHEREAS, on June 11, 2019 the City Council of the City of Orange adopted Resolution No. 11164, a Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City and the Association effective July 1, 2019; and

WHEREAS, on July 14, 2020 the City Council of the City of Orange adopted Resolution No. 11253, a Resolution of the City Council of the City of Orange establishing a Side Letter Agreement between the City and the Association effective July 1, 2020 through June 30, 2023; and

WHEREAS, the City and the Association agreed to incorporate the provisions contained in the Side Letter Agreement noted above into a new MOU once both parties had an opportunity to review and concur on any and all language changes included in the new MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached MOU is approved and incorporated by reference as Exhibit A as though fully set forth herein.

ADOPTED this 10th day of November 2020.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 10th day of November, 2020 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Pamela Coleman, City Clerk, City of Orange



Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ORANGE
AND
THE CITY OF ORANGE POLICE ASSOCIATION
JULY 1, 2019 THROUGH JUNE 30, 2023**

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ARTICLE I

RECOGNITION OF ASSOCIATION

SECTION 1. Pursuant to the provisions of the Employer-Employee Relations Resolution No. 3611 of the City of Orange and subsequent amendments hereto, the City of Orange, hereinafter referred to as "City", for the purpose of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Section 3500 et. seq.), Employer-Employee Relations Resolution No. 3611 and this Memorandum of Understanding, hereinafter referred to as "MOU", has recognized the City of Orange Police Association, hereinafter referred to as "Association", as the majority representative of the employee classifications listed within Appendix A. As majority representative, the Association is empowered to act on behalf of all employees who hold positions in classifications covered by this MOU whether or not they are individually members of the Association.

SECTION 2. Any modification or interpretation of the rights of the parties concerning recognition set forth above shall only be established in accordance with Federal and/or State law.

ARTICLE II

NON-DISCRIMINATION

SECTION 1. The parties mutually recognize and agree to protect the rights of all employees herein to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Section 3500 et. seq.

SECTION 2. In accordance with Federal and State law, the City and the Association agree that they shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, religion, sex, gender, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, pregnancy, childbirth or related medical condition, status as a covered veteran, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994) or any other lawfully protected class. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with Federal or State anti-discrimination laws.

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ARTICLE III

SALARIES

SECTION 1. BASIC COMPENSATION PLAN. A basic compensation plan is established for all employees covered by this MOU.

SECTION 2. SALARIES. Salaries and their effective dates for employees covered by this MOU are listed in Appendix A. The salary and wage schedules shall constitute the basic compensation plan consisting of seven (7) steps or rates of pay in each range. The respective ranges shall be identified by number and the steps by the letters A to G. Each step shall be approximately 5% above the preceding step, except Step G for which shall be four percent (4.0%) above current Step F.

SECTION 3. ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in the appendix hereof are monthly compensation rates.

For all employees covered by this resolution, the hourly rate of pay shall be the monthly rate times twelve (12) divided by 2,080 annual hours.

In determining the hourly rate as herein provided, compensation shall be made to the nearest one-half (½) cent.

SECTION 4. BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step A in the range assigned to the classification for which the employee has been hired, except that on the request of the Police Chief, and with the authorization of the Human Resources Director, such employee may be placed at any step in the range depending upon the employee's qualifications.

SECTION 5. SERVICE. The word service, as used in this MOU, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements.

A lapse of service by any employee for a period of time longer than thirty (30) days by reason of resignation or discharge eliminates the accumulated length of service time of such employee for the purpose of this MOU. Employees re-entering the service of the City shall be considered as a new employee, except that the employee may and at the discretion of the City, be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the separation of employment.

SECTION 6. ADVANCEMENT WITHIN SALARY RANGES. The following regulations shall govern salary advancement:

- A. **Merit Advancement.** An employee shall be considered for advancement through the salary range yearly upon the employee's appointment date. To receive the merit increase, an employee must demonstrate meritorious and efficient service, and continued improvement by the employee in the effective performance of the employee's duties. A merit increase shall become effective on the first day of the pay period following the employee's appointment date, unless a later date is specifically determined by the Chief of Police or designee.

- 1) The Police Chief, or a duly authorized designee, shall file with the Human Resources Director a completed performance evaluation recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied, the reason for denial will be provided to the employee.
- B. Special Merit Advancement. When an employee demonstrates exceptional ability and proficiency in the performance of duties, the Police Chief may recommend to the Human Resources Director that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this MOU. The Human Resources Director may, on the basis of the Police Chief's recommendation, approve and effect such an advancement.
- C. Length Of Service Required When Advancement Is Denied. When an employee is not approved for advancement to the next higher step, the employee shall be reconsidered for such advancement at any subsequent time, but not later than twenty six (26) pay periods. This reconsideration shall follow the same steps and shall be subject to the same action as provided in Section 6A.

SECTION 7. REDUCTION IN SALARY STEPS. Any employee who is being paid on a salary step higher than Step A may be reduced by one or more steps for just cause upon the recommendation of the Police Chief with the approval of the Human Resources Director. A proposed reduction in an employee's salary step is subject to Skelly/due process.

SECTION 8. PROMOTIONAL SALARY ADVANCEMENT. When an employee is promoted to a position in a higher classification, the employee may be assigned to Step A in the appropriate range for the higher classification; provided that if such employee is already being paid at the rate equal to or higher than Step A, the employee may be placed in the step in that appropriate salary range as will grant the employee an increase of at least five percent (5%), but no more than fifteen percent (15%), at the discretion of the Police Chief and Human Resources Director, but not to exceed the top of the salary range.

SECTION 9. DEMOTION. When an employee is demoted for disciplinary reasons to a position in a lower classification, the new salary rate shall be assigned to a step in the new salary range for the lower classification that produces at least a five percent (5%) base salary reduction.

SECTION 10. REASSIGNMENT OF COMPENSATION RANGES. Any employee in a classification which is reassigned to a different pay range from that previously assigned shall be retained in the same salary step in the new range as the employee has previously held in the prior range, and shall retain credit for length of service in such step toward advancement to the next higher step; provided, however:

- A. That if such retention shall result in the advancement of more than one (1) step, the Human Resources Director may, at the time of reassignment, place the employee in a step which will result in an increase of only one (1) step.
- B. That if the reassignment shall be to a lower compensation range, Step G of which shall be lower than the existing rate of pay at the time of reassignment, the employee shall continue to be paid at the existing rate of pay until such time as the new classification shall be reassigned to a compensation schedule which will allow for further salary advancement, or until such time as the employee is promoted to a position assigned to a higher compensation range.

- C. That if the reassignment is to a lower compensation range, Step G of which is higher than the existing rate of pay of the employee, the employee shall be placed on that step of the lower compensation range which is equivalent to the employee's existing rate of pay. If there is no equivalent rate of pay, the employee shall be placed on the next highest step. The employee shall retain credit for length of service previously acquired in such step toward advancement to the next higher step.

ARTICLE IV

WORKING OUT OF CLASSIFICATION

The City may work employees out of classification for up to two (2) working days within a work week without additional compensation. On the third working day within the work week that the employee works out of classification, the employee shall be paid additional compensation at the Step A of the class to which the employee is assigned or, if Step A does not produce at least a five percent (5%) increase in compensation, such step that provides the employee a minimum of a five percent (5%) compensation increase, not to exceed the top of the range.

ARTICLE V

WORK WEEK

SECTION 1. WORK SCHEDULE. The regular work week for sworn patrol officers, excluding those working special assignments, shall be three (3) consecutive shifts of twelve and one half (12 ½) consecutive hours plus one additional ten (10) consecutive hour shift that precedes or follows the employee's regularly assigned first or last work shift of the week, during each twenty-eight (28) day Fair Labor Standards Act (FLSA) work period (3/12.5 Schedule). All other employees covered by this MOU shall work forty (40) hours per week consisting of four (4) consecutive shifts of ten (10) consecutive hours (4/10 Schedule) and three (3) consecutive days off, provided that, under special circumstances, an employee and the department may mutually agree to a different schedule. However, the work schedule for the employee serving in the classification of Court Liaison Officer shall consist of five (5) consecutive shifts of eight (8) consecutive hours and two (2) consecutive days off.

SECTION 2. Except in the case of emergency as defined in Article VI, Section 9, employees working a 4/10 schedule shall not be scheduled to work more than twelve and one-half (12½) consecutive hours on any occasion, and employees working a 3/12.5 schedule shall not be scheduled to work more than fifteen (15) consecutive hours on any one occasion, without being provided a minimum eight (8) hours of rest.

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ARTICLE VI

OVERTIME

SECTION 1. RATES OF PAY:

- A. GROSS RATE: As used in this MOU, whenever the term “Gross rate” or “Gross rate of pay” is used, it shall refer to employee’s monthly base rate of pay, plus all premium pay, special assignment pay and flexible benefits plan opt out or cash back to which the employee is entitled, divided by the employee’s regularly scheduled hours (i.e., 173.33/month).
- B. NET RATE: As used in this MOU, whenever the term “Net rate” or “Net rate of pay” is used, it shall refer to employee’s monthly base rate of pay, plus all premium pay and special assignment pay, but NOT including flexible benefits plan opt out or cash back to which the employee is entitled, divided by the employee’s regularly scheduled hours (i.e., 173.33/month).

SECTION 2. DEFINITION. Overtime is defined as that authorized time worked in excess of the regular work day and/or work week, except that work amounting to less than fifteen (15) minutes in excess of an employee's regular work day shall not be considered overtime for any purpose. Only time actually worked shall count in the computation of overtime, except that time off due to excused absence for holidays, accumulated compensatory time off, vacation and sick leave shall be counted toward the computation of overtime. Overtime shall be earned to the nearest one-quarter (1/4) hour increment.

SECTION 3. OVERTIME COMPENSATION. Overtime compensation shall be paid at one and one-half times the employee’s Gross rate of pay or received as compensatory time off, at the employee’s option, subject to the Compensatory Time Off (CTO) accumulation cap. The overtime provisions herein shall apply to all classifications covered herein, when duly authorized by the Police Chief or a duly authorized designee. Overtime work shall not entitle employees to earn additional employee benefits such as retirement, holidays, vacation accrual, sick leave accrual, employee insurance benefits or towards the completion of probationary period or to progression within a salary rate range.

SECTION 4. WORKING WITH MINIMAL BREAK. If an employee is scheduled to commence a work shift within ten (10) or fewer hours after the scheduled conclusion of the previously scheduled work shift, the later shift shall be compensated at the premium rate for all hours worked.

SECTION 5. PARTIAL OVERTIME EXEMPTION. The parties agree that the City has adopted the twenty-eight (28) day Section 7k partial overtime exemption in accordance with 29 U.S.C. Section 207(k) of the Fair Labor Standards Act (FLSA).

SECTION 6. PYRAMIDING OF OVERTIME RATES. Whenever two (2) or more overtime rates may appear to be applicable to the same hour or hours worked by the employees described, there shall be no pyramiding or adding together of such overtime rates, and only the higher applicable rate shall apply.

SECTION 7. If in the event of circumstances beyond the City's control, such as Acts of Nature, fire, flood, insurrection, riot, national emergency or other similar circumstances, employees covered herein shall be entitled to only a straight time rate for non-FLSA overtime worked under such circumstances, i.e., time for which premium overtime compensation is not mandated by the FLSA.

SECTION 8. ASSIGNMENT OF AVAILABLE OVERTIME. Whenever possible, when assigning overtime in patrol, preference will be given to off-duty personnel who are interested and available for overtime assignments. Overtime opportunities in Patrol shall be posted and available to those who sign up on a first-come, first-served basis. The City does not provide overtime compensation to employees who travel for training purposes, unless said travel time occurs outside an employee's regular work hours. Compensation will be provided based upon the most expedient mode of employee travel.

ARTICLE VII

COMPENSATORY TIME OFF (CTO)

SECTION 1. ACCUMULATION AND PAYMENT OF COMPENSATORY TIME. All earned overtime may be credited to employees' Compensatory Time Off (CTO) banks or be paid cash, at the employee's option. Employees may cash out accrued, unused CTO at the employee's Gross rate of pay, whenever the employee wishes, at their option. Payment shall be in the first pay period following the employee's request therefore. CTO may be carried over from one year to the next, not to exceed eighty (80) hours. Employees shall be paid for all accumulated CTO upon separation at their Gross rate of pay.

SECTION 2. USAGE OF COMPENSATORY TIME. An employee who submits a request to use accumulated CTO a minimum of seven (7) calendar days in advance of the requested time off must be granted the leave, provided that such request does not create an undue disruption in the City's ability to provide proper coverage as defined by Federal Law. Scheduled primary and scheduled secondary vacation requests may not be canceled due to the application of this provision. However, management has the right to deny a seven (7) day request if the voluntary overtime process does not provide appropriate coverage for requested time off.

ARTICLE VIII

CALL BACK COMPENSATION

SECTION 1. CALL BACK COMPENSATION. If employees are required to report back to work after completing a normal work shift and have left the City premises and/or work location, or when on a regular day off or any other day when they are not regularly scheduled to work, they shall be compensated in cash or in compensatory time off for actual hours of work (including 30 minutes of travel), with a minimum of two (2) hours call back compensation, regardless of whether the employee works less than two (2) hours. Compensation shall be at time and one-half (1½) the employee's Gross of pay. Entitlement to call back compensation shall provide that an employee who is called back shall be regarded as having commenced actual hours of work thirty (30) minutes prior to arriving at the designated work location.

The two (2) hour minimum shall not apply to employees who are continuing on duty after the call back, provided that the regularly scheduled hours of work may not be adjusted within forty-eight (48) hours prior to the time they are scheduled to commence without the consent of the employee.

ARTICLE IX

COURT TIME

SECTION 1. Parties agree to incorporate by reference existing departmental policies and written procedures covering the subject of court time except to the extent they conflict with this MOU.

SECTION 2. Employees required to appear or testify while off-duty and in response to a subpoena relating to activities arising out of the course and scope of employment, shall receive time and one half (1½) the employee's Gross rate of pay for the actual number of hours spent in their testimony or appearance (including 30 minutes of travel), or two (2) hours, whichever is greater. For the purposes of this section, the computation of the actual number of hours shall include all meals and break periods.

SECTION 3. "STANDBY" OR "ON-CALL". Whenever an employee has been placed on "standby" or an "on-call" status while off-duty, including for telephonic testimony, in response to a subpoena relating to activities arising out of the course and scope of employment, the employee shall receive two (2) hours compensation at the employee's Net rate of pay in cash payment or CTO (at the straight time rate). This provision shall be applicable regardless of the actual duration of being "on-call" and/or shift start time.

"On Call" Compensation

- A. "On-call" is for two (2) hours, regardless of the actual duration of being "on-call" for each morning session (0800-1230) and an additional two (2) hours for each afternoon session (1230-1700).
- B. If an employee is notified that the "on-call" status has been trailed, modified, or canceled by 1700 hours the day prior to the "on-call" day, no compensation is authorized.
- C. Employees called to court while "on-call" during morning/afternoon hours will receive overtime for the actual hours worked plus thirty (30) minutes travel time or two (2) hours, whichever is greater.
- D. If overtime is paid, then standby pay is not compensated.
- E. In the event an employee has multiple "on-call" subpoenas, during the same "on-call" session, only one (1) "on-call" subpoena OR one (1) overtime will be compensated. This will include an employee already in court or assigned to an overtime assignment.
- F. Employees called to court in the afternoon, while "on-call" in the morning, will receive "on-call" compensation for the morning and overtime for the actual time worked, plus thirty (30) minutes travel time or two (2) hours, whichever is greater in the afternoon.

- G. If an employee is required to return to the court after a court authorized break and/or the court designated lunch period, the employee will be compensated at the employee's Gross rate for the break and/or court designated lunch period. This section will only apply to the same subpoena.
- H. In the event an employee is excused from court and subject to recall, a new subpoena would need to be issued in order to be eligible for any compensation.

SECTION 4. A sworn peace officer who transfers from another law enforcement agency into service with the City and is required to appear in court in connection with a criminal or civil subpoena issued in relation to an incident arising out of that previous employment relationship shall be allowed to appear in response to the criminal or civil subpoena without loss of pay if the employee is normally scheduled to be on duty at the time of testimony. If the employee is off duty at the time of the testimony or appearance, the employee shall be compensated as if the matter arose out of the course and scope of present employment, as set forth above. If the employee is placed on call or standby and if off-duty, the employee shall be compensated as though the matter arose out of the scope of employment as set forth above.

ARTICLE X

SPECIAL ASSIGNMENTS AND PREMIUM PAYS

SECTION 1. SPECIAL ASSIGNMENT GUIDELINES. Employees may be assigned, from time-to-time, by the Police Chief in a special assignment and shall receive additional compensation, above the employee's regular compensation during the period of such special assignment, provided the employee is performing all the significant duties of the special assignment. The amount of additional compensation shall be determined by the special assignment and special pay provisions as defined in Section 2 of this Article. These special assignments to positions shall be made or revoked at the discretion of the Police Chief. The Police Chief will consult with the Association regarding the development of selection guidelines for special assignments; however, the decision of the Police Chief is final in determining the selection guidelines.

- A. Employees assigned to positions specified in Section 2 below shall move on a step-to-step basis without changing anniversary dates.
- B. There is no period of probation required in a special assignment and no permanency or seniority may be obtained in a special assignment. An employee who has attained permanency in a classification retains that status during special assignments.
- C. Reductions in the number of special assignments which require the removal of one (1) or more employees from the special assignment shall be based on department seniority. Whenever an employee is removed from a special assignment because of a reduction in the number of available assignments, for a two (2) year period after the date on which the reduction occurred, that employee shall be entitled to fill the first vacancy within that particular special assignment.

SECTION 2. SPECIAL ASSIGNMENT AND SPECIAL PAY.

- A. Motor Officers. Police Officers assigned by the Police Chief in a special assignment as a Motor Officer shall receive an additional six and one-half percent (6½%) compensation above the employee's regular compensation during the period of such special assignment, provided the employee is performing all the significant duties of the special assignment. This form of pay, also referred to as "Motorcycle Patrol Premium," shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

Motor Officers shall clean and maintain their City issued vehicles during their regular work hours. If any cleaning or maintenance is required to be done outside the regular workday and will trigger overtime pay, approval for such work must be obtained from the immediate supervisor prior to performing such work.

- B. Investigators and Gang Unit Detectives. Police Officers assigned by the Police Chief as Investigators shall receive an additional seven and one-half percent (7½%) compensation above the employee's regular compensation during the period of such special assignment provided the employee is performing all the significant duties of the special assignment. Employees assigned by the Police Chief as a Gang Unit Detective will be selected from a current Detective list using the rule of the band. Gang Unit Detectives shall receive seven and one-half percent (7½%) compensation above the employee's regular compensation during the period of such assignment. This form of pay, also referred to as "Police Investigator Premium" or "Gang Detail Assignment Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).
- C. Crime Scene Investigator. Employees assigned as Crime Scene Investigators shall receive \$250.00 per month during the period of such assignment. Employees may be so assigned at the discretion of the Police Chief or a duly authorized designee. This form of pay, also referred to as "Crime Scene Investigator Premium", shall be reported to CalPERS as special compensation for sworn members only, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).
- D. Training Premium. Field Training Officers, Motor Officers, Dispatchers, and Police Services Officers assigned to train employees shall receive \$275.00 per month, during the period of such assignment. This sum shall be paid only for those pay periods during which the individual is specifically assigned to a trainee for any part of the pay period. Corporals shall not qualify for training premium. This form of pay, also referred to as "Training Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

- E. Bilingual Premium. Bilingual premiums will be designated by the Police Chief based upon demonstrated need and frequency of use. Such employees on bilingual assignment, shall receive \$275.00 per month. This form of pay, also referred to as "Bilingual Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

Bilingual Assignments shall be made on the following basis:

- 1) The Police Chief, with the approval of the Human Resources Director, shall determine the number of Bilingual Assignment positions that are necessary based upon a demonstrable need and the frequency of use; and
 - 2) The Police Chief shall determine the languages appropriate for Bilingual Assignment; and
 - 3) Employees receiving Bilingual Assignment compensation shall be required to take and pass a proficiency test on an annual or as needed basis as determined by the Human Resources Department.
- F. Canine Officers. Police Officers may be assigned from time to time by the Police Chief as Canine Handlers and shall be responsible for maintaining, training, and utilizing a police service dog during their regular duties. The parties recognize that not all care for a police service dog can be accomplished during the regular work schedule. The parties agree that in the past, Canine Officers were compensated for all off-duty canine activities through the special assignment pay and other overtime policies of the City. The parties further agree that eight (8) hours per month constitutes the number of hours that Canine Officers reasonably spend outside the regular work schedule for all time spent in relation to the care, maintenance, and training of a police service dog and related equipment.

Employees assigned as Canine Officers shall receive six and one-half percent (6½%) compensation above their regular compensation as special assignment pay. This form of pay, also referred to as "Canine Officer/Animal Premium," shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

In addition, Canine Officers shall also be compensated for the off-duty care, maintenance, and training of police service dogs in the amount of eight (8) hours per month at an hourly rate of \$13.00 per hour at time and one-half ($8 \times \$19.50 = \156.00 per month). With appropriate documentation, the City agrees to separately and additionally compensate a Canine Officer for visits to the veterinarian and/or other unusual occurrences that are handled outside of the Canine Officer's regular work hours at the rate of one and one-half times the Canine Officer's regular rate of pay for the actual number of hours spent in such activities. This \$156.00 per month compensation is not pension reportable pursuant to CalPERS Regulations.

The parties agree that payment by the City in accordance with this section shall satisfy all City FLSA obligations with respect to the care, maintenance, and training of police service dogs.

There is no period of probation required as a Canine Handler and no permanency or seniority may be obtained as such a handler. Police Officers assigned as Canine Handlers shall serve at the pleasure of the Police Chief and may be reassigned at the sole discretion of the Chief.

- G. Corporals. Police Officers may be assigned from time to time by the Police Chief as Corporals within the Patrol, Motors, or Canine units. Police Officers appointed to these special assignments shall receive as compensation an additional ten percent (10%) per month in addition to their regular salary. This form of special pay, also referred to as "Lead Worker/Supervisor Premium" shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

Corporals, while assigned as such, may not pyramid special assignment pay for the following: Training Manager, Motor Officer, Investigator, Gang Unit Detective or Rotator, Canine, Field Training Officer, or Senior Officer. Corporals will, however, be permitted to pyramid their Corporal special assignment pay with any or all of the following: Crime Scene Investigator, Bilingual Premium, Shift Premium, and CNT/SWAT pay. There is no period of probation required as a Corporal, and no permanency or seniority may be obtained in such assignment. Police Officers assigned to this special assignment serve at the pleasure of the Police Chief and may be reassigned at the sole discretion of the Police Chief. For the purposes of this section, there shall be no carry-over of pay or rank upon re-assignment or voluntary transfer to another unit. Corporals who accept assignments to Motor, Investigator, Gang Unit Detective, Training Manager, or Canine shall lose their status as Corporals.

- H. Senior Officer Pay. Sworn Police Officers not assigned to a special assignment as defined in Sections 2 A, B, F, G, K, M, and N of this article shall receive five percent (5%) Senior Officer Pay upon completion of six (6) years of sworn service with the Orange Police Department. This compensation is not pension reportable pursuant to CalPERS Regulations.
- I. Shift Differential. All employees who are either (1) assigned to shifts that start between 1200 hours (12:00 p.m.) and 0600 hours (6:00 a.m.), or (2) any employee subject to periodic shift rotation shall receive a two percent (2%) premium based upon the employee's base salary. Shift assignments shall be made or revoked at the discretion of the Police Chief. This form of pay, also referred to as "Shift Differential," shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).
- J. CNT and SWAT. All employees assigned to Crisis Negotiation Team (CNT) or SWAT shall receive an additional \$200.00 per month in addition to their regular salary, for the duration of this assignment. An assignment to the SWAT or CNT team is not considered permanent and said assignment to or removal from these units is solely based upon the discretion of the Police Chief or a duly authorized designee. It is understood that the department does not need cause or grounds for the removal of any employee from either of these teams. Such removal is not considered to be a punitive action, and is not subject to appeal. This compensation is not pension reportable pursuant to CalPERS Regulations.

- K. Gang Unit Rotators. Patrol Officers and Corporals may be specially assigned to the Gang Unit by the Police Chief, who retains discretion to remove an employee from such special assignment without cause. Patrol Officers assigned to the Gang Unit will receive seven and one-half percent (7½%) compensation above their regular compensation. This form of pay, also referred to as "Gang Detail Assignment Premium" (7½%) shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

Gang Unit Rotators will serve for a period of one (1) year, which may, upon the mutual agreement of the employee and the Police Chief, be extended for a period up to an additional two (2) years. An employee of the rank of Corporal who is specially assigned to the Gang Unit will retain their Corporal status. At the end of an employee's special assignment to the Gang Unit, the employee will resume regular patrol assignment.

- L. Special Assignment Officers Returning to Patrol. Sworn police officers who have served for four (4) years or more in a special assignment as defined in Section 2A or 2B of this article and who volunteer to return to Patrol shall receive eight percent (8%) special assignment pay upon return to Patrol. This will not apply to officers who are returned to patrol as the result of discipline or performance issues. This compensation, like the Senior Officer pay noted in Section H above, is not pension reportable pursuant to CalPERS Regulations. These officers will not qualify for Senior Officer Pay as noted in Section H above.
- M. Training Manager. Police Officers assigned by the Police Chief as Training Manager shall receive an additional seven and one-half percent (7½%) compensation above the employee's regular compensation during the period of such special assignment provided the employee is performing all the significant duties of the special assignment. This form of pay, also referred to as "Training Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).
- N. Special Investigations Unit. Police Officers assigned by the Police Chief to the Special Investigations Unit (SIU) shall receive an additional seven and one-half percent (7½%) compensation above the employee's regular compensation during the period of such special assignment provided the employee is performing all the significant duties of the special assignment. SIU investigators are not eligible for the Shift Differential Premium. This form of pay, also referred to as "Police Investigator Premium", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

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- O. Longevity Pay. Employees shall be eligible to receive a monthly Longevity pay according to the chart below:

Completed Years of Service	Monthly Premium
15 Years of Service	\$150.00
20 Years of Service	\$300.00
25 Years of Service	\$500.00

For purposes of this benefit, Years of Service is defined as follows: 1) for all Non-sworn members, all years of full-time service with the City of Orange; and 2) for sworn members, years of service as a full-time paid sworn law enforcement officer or years of full-time service with the City of Orange, whichever is greater. For years of sworn service other than the City of Orange, employee shall provide City with proof of eligible service. The Police Chief and Human Resources Director shall have final approval of service eligibility. Employee shall be responsible for notifying the department of their eligibility for longevity pay at each tier. The effective date is then applied to the following pay period.

This form of pay, also referred to as "Longevity Pay", shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(3).

ARTICLE XI

EDUCATIONAL INCENTIVE AND REIMBURSEMENT

SECTION 1. Sworn Peace Officers shall be eligible to receive Educational Incentive pay according to the chart below. Employees who qualify for this pay shall be compensated the following monthly amounts beginning on the first day of the next pay period following qualification. It is the Police Officer's responsibility to make application with Police Administration for this pay as soon as they qualify in order to be compensated accordingly. Failure to make timely application may reduce or delay benefits.

REQUIREMENTS	COMPENSATION
60-89 Units (For employees hired prior to 11/10/2020)	\$100.00
90 Units or more (For employees hired prior to 11/10/2020)	\$120.00
Associate's Degree (For employees hired prior to 11/10/2020)	\$150.00
Bachelor's Degree	\$450.00
Master's degree in area related to Law Enforcement, Public Administration, or Management from an accredited university, as approved by the City Manager or a duly authorized designee	\$700.00

This form of pay, also referred to as "Educational Incentive" shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(2).

SECTION 2. POST CERTIFICATION PAY. Sworn Peace Officers shall be eligible to receive Peace Officer Standard Training (POST) Certification pay according to the chart below. Employees who qualify for this pay shall be compensated the following monthly amounts beginning on the first day of the next pay period following qualification. It is the Police Officer's responsibility to make application with Police Administration for this pay as soon as they qualify in order to be compensated accordingly. Failure to make timely application may reduce or delay benefits.

REQUIREMENTS	COMPENSATION
POST Intermediate Certificate	\$200.00
POST Advanced Certificate	\$250.00

This form of pay, also referred to as “Peace Officer Standard Training (POST) Certificate Pay” shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(2), and pensionable compensation for New Members pursuant to CalPERS Regulations, Section 571.1(b)(2).

SECTION 3. EDUCATIONAL REIMBURSEMENT. The City will reimburse employees for the cost of tuition, textbooks, registration, health fees, and parking fees required for approved community college and college courses. Educational reimbursement payments to an employee shall not exceed \$1,250.00 in any one fiscal year and the employee must still be employed by the City when the course is completed. Reimbursement will be provided for courses that are taken to satisfy requirements for attaining a degree in a job-related field or which is management-related. In addition, approved courses are those designated to directly improve the knowledge of the employee relative to the specific job, and must be approved by the Police Chief and the Human Resources Director prior to registration. Reimbursement will be based upon a final grade of C or better or where a course is taken as credit/no credit, a final grade of “credit” is received.

ARTICLE XII

UNIFORM ALLOWANCE

SECTION 1. The City will purchase uniforms for all regular, full-time and part-time uniformed members of the Police Department. Qualified part-time members are those employees scheduled in the budget to work at least twenty (20) hours a week on a year-round basis. Except as provided herein, a uniform allowance shall be reported to CalPERS in the amount of \$230.00 per calendar year per employee for all safety employees, and \$190.00 per calendar year for all civilian employees. Police Officers assigned as a Detective or Investigator/Rotator (with the exception of the Bike Team and the Training Manager), and Civilian Investigative Officers (CIO) as of July 1st each year, shall receive a clothing allowance while so assigned equal to \$500.00 per fiscal year. Individuals receiving this clothing allowance shall not be entitled to receive the two (2) partial uniforms (two pants and two shirts) provided to other police officers during any such fiscal year. This does not relieve any individual from strict compliance with Department Policy #1046, Uniform Regulations. The clothing allowance shall be paid in a one-time payment, in the first full pay period following July 1st. All uniforms thus purchased shall remain the property of the City of Orange. This form of pay, also referred to as “Uniform Allowance”, shall be reported to CalPERS as special compensation, and is therefore compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(5); however, this form of pay is not pensionable compensation for New Members.

SECTION 2. Safety equipment as designated by the Police Chief and/or required by law will be provided by the City.

SECTION 3. All uniforms and/or safety equipment purchased by the City shall remain the property of the City.

ARTICLE XIII

HOLIDAYS

SECTION 1.

- A. All employees in this Association work without regard to holidays.
- B. Effective each January 1st, employees covered by this MOU shall receive 100 hours of holiday accrual to be taken as time off or converted to cash. Unused holiday leave may be cashed out at any time, upon request of the employee. Accruals not used or converted to cash within the twelve (12) month period between January 1st and December 31st shall automatically be paid in the first pay period of the following month. Effective beginning with calendar year 2021, the automatic payment shall be in the final pay period in December.
- C. As set forth in this MOU, the terms 'holiday pay' or 'holiday pay in lieu of time off' shall be paid at the employee's Net rate of pay. Holiday pay shall be reported to CalPERS as compensation earnable for Classic Members pursuant to CalPERS Regulations, Section 571(a)(4), and pensionable compensation for New Members and pursuant to CalPERS Regulations, Section 571.1(b)(3).
- D. Employees assigned to classifications covered by this MOU after January 1st shall receive prorated holiday accruals, one-twelfth (1/12) of their holiday accrual for each month remaining in the twelve (12) month period between January 1st and December 31st.
- E. To qualify for this benefit, on the applicable January 1st, employees must be considered active and not be considered off work due to any form of unpaid leave of absence, and have worked a minimum of six (6) months and one (1) day of City service. Employees who return to work following an unpaid leave of absence shall receive prorated holiday accruals, as noted above.

SECTION 2. Employees working on holidays designated below shall receive double pay for hours worked on the holiday, which shall consist of holiday pay plus the employee's regular straight time hourly pay for all hours worked, or time off equivalent to the number of hours worked on the holiday. For the purposes of this provision, each holiday will be considered a ten (10) hour day. Employees shall receive no other compensation for working on a holiday, except that an employee who works hours in excess of regular scheduled work shifts on a designated holiday shall receive premium compensation.

- 1) January 1st (New Year's Day)
- 2) The third Monday in February (Presidents' Day)
- 3) Last Monday in May (Memorial Day)
- 4) July 4th (Independence Day)
- 5) First Monday in September (Labor Day)
- 6) November 11th (Veterans Day)
- 7) Fourth Thursday in November (Thanksgiving Day)
- 8) Fourth Friday in November (Day after Thanksgiving)
- 9) December 25th (Christmas Day)

SECTION 3. Holiday hours shall be taken at the convenience of the City with the approval of the Police Chief or a duly authorized designee.

SECTION 4. Employees who terminate their employment with the City prior to completing one year of full-time employment shall receive the pro-rata portion of their holiday pay in cash reimbursement at the employee's Net rate of pay. Pro-rated holiday shall be on the basis of one-twelfth (1/12) of the employee's annual holiday hours for each full month of service of the employee during the employee's anniversary year.

ARTICLE XIV

VACATION

SECTION 1. VACATION ACCRUAL. All full-time, regular employees accrue paid vacation bi-weekly, as follows:

After Year(s) of Service	Vacation Hours Per Year	Bi-Weekly
0 through 4	80	3.08
5 through 10	120	4.62
11	128	4.92
12	136	5.23
13	144	5.54
14	152	5.85
15	160	6.15

After completion of fifteen (15) years of continuous employment, all full-time regular employees described herein shall accrue an additional four (4) hours of vacation per year up to a maximum of 220 vacation hours after thirty (30) years continuous employment with the City.

SECTION 2. VACATION USAGE AND ACCUMULATION. Vacation shall be taken at the convenience of the City with the approval of the Police Chief or a duly authorized designee. Vacation hours not in excess of hours earned in the immediately preceding twenty-four (24) month period may be accumulated with the permission of the Police Chief and the Human Resources Director. All vacation hours in excess of the equivalent number of hours earned in the immediately preceding twenty-four (24) month period shall not be accrued to the employee's accumulated vacation.

SECTION 3. VACATION CONVERSION. An employee may convert up to fifty percent (50%) of current annual vacation accrual into cash in lieu of time off with pay at the employee's Net rate. An employee requesting such a conversion may so convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial hire probationary period shall not be eligible for vacation conversion.

For Fiscal Year 2020-21 only, the vacation conversion shall be suspended except for those employees that will reach their vacation maximum accrual in the following pay period, in which case the employee shall be permitted to convert fifty percent (50%) of the vacation leave the employee would normally accrue in that fiscal year.

SECTION 4. VACATION PAYOUT UPON TERMINATION. Employees who terminate their employment shall be paid for all accrued vacation including a pro-rated portion of any final pay period at the employee's Net rate of pay.

ARTICLE XV

PROBATIONARY PERIOD

SECTION 1. An employee initially appointed to a classification shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. The probationary period for all new police officers, except lateral police officers, shall be eighteen (18) months. Lateral police officers will continue to be subject to a probationary period of twelve (12) months. The probationary period for dispatchers shall commence when appointed to the classification and shall conclude twelve (12) months following the completion of the initial dispatcher training. The probation for all other employees shall conclude twelve (12) months after the date of appointment to the classification. Under certain conditions, with the approval of the Human Resources Director and the Police Chief, the probationary period may be shortened or extended. The employee shall attain regular status in the classification upon successful completion of the probationary period.

SECTION 2. Any probationary employee shall be entitled to appeal termination or demotion action, in accordance with the Grievance Procedure set forth in this MOU but is restricted to the informal part of the grievance process referenced in Article XXV, Section 4.

SECTION 3. PROBATION PERIOD RE-HIRES. Any employee who leaves City employment and is subsequently re-hired must serve a new probationary period as provided under Section 1 above.

ARTICLE XVI

OTHER LEAVES OF ABSENCE

SECTION 1. LEAVE WITHOUT PAY.

- A. After all available leave benefits have been completely used, a regular employee not under suspension may make application for leave without pay.

- B. If the Police Chief and Human Resources Director agree that such leave is merited and in the interest of the City, leave may be granted for a period not to exceed six (6) months following the date of expiration of all other leave benefits. No employment benefits shall accrue to any employee on leave of absence without pay.
- C. At the end of such leave, if the employee desires additional leave, written application must be made to the Human Resources Director, stating the reasons why the additional leave is required and why it would be in the best interests of the City to grant same. If in the Human Resources Director's opinion such additional leave is merited, and would still serve the best interests of the City, the employee may approve same for a period not to exceed an additional six (6) months. If the employee does not return to work before or at the end of the leave of absence or any extension thereof, the employee shall be terminated.
- D. An employee on leave of absence must give the City at least seven (7) days' written notice of the intent to return to work. During a leave without pay in excess of five (5) working days, no seniority shall be accumulated. Such leave shall be granted on the same basis for pregnancy, childbirth and other medically related conditions, except that such an employee shall retain her seniority rights.
- E. Any employee who engages in outside employment during said leave of absence without permission of the Human Resources Director and the Police Chief or a duly authorized designee may be subject to termination. Any employee who falsifies the reason for request for said leave of absence may be terminated for falsifying a request for leave of absence.
- F. Notwithstanding Subsection A above, a regular employee not under suspension may make application to the Police Chief or a designee for Leave Without Pay for injury or illness not determined to be compensable under applicable workers compensation law. The employee need not exhaust all their accrued leave accounts, but must use all available sick leave up to a maximum of thirty (30) calendar days prior to Leave Without Pay being granted.
- G. An employee will have the option to use all or part of the remaining available sick leave and, with approval of the Police Chief or designee, vacation and/or CTO prior to taking Leave Without Pay for the purpose set forth in Subsection F above.

SECTION 2. PERSONAL NECESSITY LEAVE. Employees may be allowed up to one (1) working day per month without pay for personal business with approval of the Police Chief. Employees shall accrue no employment benefits for any personal necessity leave in excess of one (1) day per month. Such personal necessity leave shall be without pay and shall not be accumulated from month to month.

SECTION 3. CIVIC DUTY.

- A. Jury Duty. When required to serve on a jury, all employees shall have time off for a period of actual service required on the jury. Employees shall receive their normal pay while serving on jury duty, provided all jury fees paid to the individual employee are turned over to the City, with the exception of automobile expenses allowed. Once an employee has completed jury service, the employee must provide the Certificate of Jury Service to the immediate supervisor to qualify for jury duty compensation.

- B. Witness Service. If an employee is called as a law enforcement witness, the employee shall receive normal pay upon the payment of any witness fees that accrue to the employee for witness services.

SECTION 4. MILITARY LEAVE OF ABSENCE. If an employee is deployed or required to attend military training, the employee shall be entitled to military leave of absence under the provisions of Federal and State laws including the Uniform Services Employment and Re-employment Rights Act (USERRA) and the California Military and Veterans Code. Employees must provide a copy of their military orders to the Human Resources Department to qualify for military leave of absence. Any exceptions to this provision shall be considered on a case-by-case basis, with final approval of the Human Resources Director.

SECTION 5. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

- A. For employees working a regular forty (40) hour week, eight (8) hours of sick leave will accrue for each month of continuous service.
- B. All non-benefited employees shall receive sick leave as required by State law.
- C. For each day the employee is absent, the employee will be charged the number of hours they are normally scheduled to work that day.
- D. Any employee eligible for sick leave with pay may use such leave for the following reasons:
 - 1) Medical, dental, and vision office appointments during work hours when authorized by the Police Chief or a duly authorized designee; and/or
 - 2) Personal illness or physical incapacity resulting from causes beyond the employee's control, including pregnancy, childbirth and other medically related conditions; and/or
 - 3) Forty-eight (48) hours per calendar year (non-cumulative) may be used for an absence caused by illness or injury of any employee's immediate family. "Immediate family" as used in this subsection is limited to any relation by blood, marriage or adoption who is a member of the employee's household (living at the same address), and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, brother, sister, grandchild or grandparent of the employee, regardless of residence.
 - 4) For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
- E. Any employee who engages in outside employment during sick leave without permission of the Police Chief or a duly authorized designee may be subject to termination. Any employee who falsifies the reason for request for said leave of absence may be terminated for falsifying a request for leave of absence.

F. Sick Leave Application. Except as provided in Section D3 above, sick leave may be applied only to absence caused by illness or injury of an employee and may not extend to absence caused by illness or injury of a member of the employee's family. In any instance involving use of a fraction of a day's sick leave, the minimum charged to the employee's sick leave account shall be one-quarter ($\frac{1}{4}$) hour, while additional actual absence of over one-quarter ($\frac{1}{4}$) hour shall be charged to the nearest one-half ($\frac{1}{2}$) hour. The Police Chief shall be responsible for control of employee abuse of the sick leave privilege. Employees may upon prior notice be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory written evidence of any subsequent illness.

G. Sick Leave Payout Program. Sick Leave shall be paid at the current rate of pay and be paid off according to the following programs:

- 1) All sick leave accrued prior to January 1, 1997 shall fall under the following payout program:
 - a) Accumulated sick leave balances as of December 31, 1996 shall be set aside in a designated sick leave account and no further accumulation will be placed in this bank. This accumulated sick leave will be available for the employee's use according to the provisions outlined in subsections D (1), (2), (3), and (4).
 - b) Upon retiring from City service, including but not limited to retirement based upon industrial disability, and entering CalPERS as a retired annuitant, an employee shall receive no pay for the first 228 hours of accrued sick leave, but shall receive ten percent (10%) pay for the next 252 hours of accrued sick leave, and thirty five percent (35%) of all accrued sick leave thereafter.
 - c) Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits accrued prior to January 1, 1997 shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the decedent employee.
- 2) All sick leave accrued after December 31, 1996, shall be placed in a new accrual bank, shall have no maximum accrual amount, and shall be paid at the current rate of pay.
 - a) Employees with accumulated sick leave balances of less than 352 hours, combining both sick leave accounts described in subparagraphs 1) and 2) herein in the calculation to determine eligibility, shall fall under the following payout provision:

Employees who use less than thirty (30) hours of sick leave during the current calendar year period shall be eligible to cash out, or credit to their accumulated vacation, sixteen (16) hours of their accumulated sick leave. Sixteen (16) hours will be deducted from their new accumulated sick leave bank. The employee must file a sick leave payout designation form by the last pay period of each calendar year in order to receive the sixteen (16) hours in either cash or vacation accumulation beginning January 1998 and each subsequent January. However, no hours will be converted to vacation if said conversion places the employee's vacation bank over the maximum allowable accrual. In this case, all sick leave hours eligible for

conversion will instead automatically be converted to cash. Conversion of sick leave to vacation shall occur in the first pay period of January based upon sick leave usage during the previous payroll calendar year. If no designation form is filed, the hours will automatically remain in the employee's new sick leave accumulation account.

- b) Employees with accumulated sick leave balances of 352 hours or more, combining both sick leave accounts in the calculation to determine eligibility, shall fall under the following payout provisions:

A full-time employee may convert unused sick leave from the calendar year (maximum 96 hours) to cash or accumulated vacation at a rate of fifty percent (50%) of their current pay rate. For example, an employee who uses no sick leave during the calendar year may forfeit that ninety-six (96) hours of accumulated sick leave in exchange for forty-eight (48) hours of pay or accumulated vacation. The employee must file a sick leave payout designation form by the last pay period of each calendar year in order to receive the remaining unused sick leave in either cash or vacation accumulation beginning January 1998 and each subsequent January. However, no hours will be converted to vacation if said conversion places the employee's vacation bank over the maximum allowable accrual. In this case, all sick leave hours eligible for conversion will instead automatically be converted to cash. Conversion of sick leave to vacation shall occur in the first pay period of January based upon sick leave usage during the previous payroll calendar year. If no designation form is filed, the hours will automatically remain in the employee's new sick leave accumulation account.

- c) Upon separation of employment from the City for any reason, including but not limited to industrial disability retirement, for sick leave hours accumulated after December 31, 1996, an employee shall receive no pay for the first 100 hours (0 to 100 hours) of accrued sick leave, but shall receive twenty-five percent (25%) pay for up to the next 100 hours (101 to 200 hours) of accrued sick leave, and fifty percent (50%) pay of any remaining accrued sick leave up to 152 hours.
- d) Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits up to 352 hours shall be paid to the beneficiary of the deceased employee. Payment will be made when proper authorization for payment is received from the estate of the deceased employee.

SECTION 6. WORKERS' COMPENSATION. Workers' Compensation benefits will be provided as follows:

- A. Safety Personnel. Salary continuance for safety personnel will be provided in accordance with the current State of California's Division of Workers' Compensation laws and regulations.
- B. Civilian Personnel. Upon acceptance of a work-related injury or illness claim, civilian employees shall be granted temporary disability leave in accordance with the current State of California's Division of Workers' Compensation Laws and regulations. For up to 365 days, if a City employee is entitled to receive temporary disability payments, the City will contribute additional compensation to allow the employee to receive 100% of their regular rate of pay, or provide full salary continuance, for the first thirty (30) days starting from the date of injury.

The employee will then receive eighty percent (80%) of salary for up to an additional 335 calendar days. Temporary disability leave in excess of 365 days will be provided subject to current State regulations. Thereafter, the regular temporary disability Workers' Compensation rate will apply.

- C. Modified Light Duty Work Programs. An employee may be eligible for a temporary modified light duty assignment while recovering from an injury or illness. The availability of the assignment depends on the restrictive nature of the injury or illness and the availability of light duty. This assignment is subject to approval of the Human Resources Director and Police Chief.
- D. Course of Employment. Should it be determined by the employee's doctor, or an agreed doctor by both parties, or an Administrative Law Judge through the Workers' Compensation Appeals Board that an employee's illness or injury did not arise in the course of the employee's employment with the City or that the employee is not temporarily or permanently incapacitated or disabled as a result of the injury or illness, then the employee's accrued, or if insufficient, future sick leave shall be charged to reimburse the City for any payments made to the employee pursuant to above.
- E. Physician Pre-Designation. Before a work-related injury, an employee may elect to pre-designate a qualified medical provider if done in accordance with the State of California's Division of Workers' Compensation. Pre-designation regulations include but are not limited to the following criteria:
 - 1) The physician has a previous history of directing the medical treatment of the employee;
 - 2) The physician retains the medical records and history of the employee; and
 - 3) The physician agrees to treat work-related injuries or illnesses in accordance with the regulations.
- F. Fringe Benefits. The City will continue to provide vacation, sick leave, insurance, and other fringe benefits for employees who are receiving benefits pursuant to Labor Code Section 4850 or an accepted workers' compensation claim. Any fringe benefits not paid by the City pending the determination of whether an injury/illness is job-related shall be paid retroactively if the injury/illness is subsequently determined to be job-related. In such instances the employee shall be reimbursed for any benefit or premium payments made by the employee prior to the job-related determination being finalized.
- G. Industrial Disability Retirement. An employee granted an industrial disability retirement shall be entitled to participate in the Sick Leave Payment Program set forth in Section 4G of this Article.

SECTION 7. BEREAVEMENT LEAVE. Bereavement Leave may only be used upon the death or critical illness where a death appears to be imminent in the employee's immediate family. "Immediate family" as defined for the purposes of this Section shall be limited to: 1) any relation by blood, marriage or adoption, who is a member of the employee's household (living at the same address); or 2) any parent, substitute parent, parent-in-law, grand parent, aunt, uncle, spouse, child, brother, sister, registered domestic partner, the employee's, spouse's or registered domestic partner's child, grandchild, parent, substitute parent, grandparent, sibling, aunt, or uncle of the employee, regardless of residence. A maximum of three (3)

days of paid bereavement leave shall be provided per incident. Subject to the approval of the Police Chief or a duly authorized designee, additional time off with pay may be taken and charged to the employee's accumulated vacation or accumulated compensatory time off account. Bereavement leave shall not accrue and may not be carried forward into the next calendar year if not used. An employee on bereavement leave shall inform the immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform the immediate supervisor within a reasonable period of time may be cause for denial of bereavement leave with pay for the period of absence. The City may require proof of the relationship as a condition of payment of bereavement leave.

ARTICLE XVII

PART-TIME EMPLOYEE BENEFITS

Part-Time employees who are scheduled in the budget to work an average of at least twenty (20) hours per week on a year-round basis will be entitled to pro-rated fringe benefits.

ARTICLE XVIII

HEALTH BENEFITS

SECTION 1. HEALTH INSURANCE. The City contracts with CalPERS to make available those health insurance benefits provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- A. **Flexible Benefits Plan.** The City shall provide a Section 125 Flexible Benefits Plan for active full-time and part-time eligible employees and pay the following monthly amounts to provide funds for optional health plans, dental plans, vision plans, health care reimbursement, dependent care, or cash as established by the Internal Revenue Service. The following amounts include the minimum amount required under PEMHCA, which is \$139.00 per month (\$143.00 for 2021) and shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Dates	If Covered by City Insurance as Single Party	Covered by City Insurance as Family*	If Waiving City Insurance
January 1, 2019	\$1,101.00	\$1,595.00	\$995.00
January 1, 2020	\$1,176.00	\$1,670.00	\$1,070.00
January 1, 2021	\$1,251.00	\$1,745.00	\$1,145.00
January 1, 2022	\$1,326.00	\$1,820.00	\$1,220.00
January 1, 2023	\$1,401.00	\$1,895.00	\$1,295.00

**The term "Family" as used in this section shall apply to any employee who covers, or would be eligible to cover, the employee plus one or more family members under the City-sponsored health insurance plan.*

- B. Any amounts in excess of the amounts designated in Section A above necessary to maintain benefits under any benefits plans selected by the employee shall be borne by the employee.
- C. No employee of the City or their covered dependents may be simultaneously enrolled under two or more CalPERS health insurance plans at the same time. An employee may choose to not be enrolled in the Health Benefits Plan. If an employee chooses not to be enrolled in a health plan, the employee must provide proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act (ACA), as determined by the Human Resources Department. Based upon determination that group medical insurance coverage is in full force and effect, eligible employees hired prior to March 29, 2020 shall receive the amount stipulated in Section A above noted as "If Waiving City Insurance." Employees hired on or after March 29, 2020 who elect to waive medical insurance shall receive \$400.00 per month.
- D. If the employee and spouse are both covered by this MOU, the employee who chooses not to enroll shall receive the amount above noted as "If Waiving City Insurance" towards the Flexible Benefits Plan. In the event that the employee loses eligibility (with documentation), then the employee shall enroll in the PERS Health Benefits Plan pursuant to the PERS Health Benefits Plan.
- E. In the event an employee covered under this memorandum is killed in the line of duty, the City shall make the premium contributions specified in Section 1A above, Flexible Benefits Plan for up to five (5) years to any eligible dependent. Premium amounts in excess of the City's contribution shall be borne by the eligible dependent. Once a dependent becomes eligible for insurance coverage under another health plan, eligibility for coverage under this section shall cease. The Police Chief and Human Resources Director shall determine whether the employee's death qualifies as "killed in the line of duty".
- F. In the event an employee covered under this memorandum dies for reasons other than the result of being killed in the line of duty, the City shall make the premium contributions specified in Section 1A Flexible Benefits Plan listed above for up to one (1) year to any eligible dependent. This benefit shall be prorated based upon the employee's years of service:

Years of Service	Percent of Premium Contribution Paid by City
0 - 10 years of service	50% of premium contribution
11 - 15 years of service	75% of premium contribution
15+ years of service	100% of premium contribution

- G. Premium amounts in excess of the City's contribution shall be borne by the eligible dependent. Once a dependent becomes eligible for insurance coverage under another health plan, eligibility for coverage under this section shall cease.
- H. Retired Annuitant Contribution. The City shall contribute toward the payment of premiums under the CalPERS Health Benefits Plan to each eligible retired annuitant of CalPERS to the extent required by law, a contribution of \$139.00 per month (\$143.00 for 2021). This contribution shall be adjusted annually on January 1st to the amount set by the CalPERS Board of Administration.

SECTION 2. A long-term disability insurance plan shall be selected by the Association and shall be open to all employees set forth in Article I Section 1. If, during the term of this MOU, the Association desires to change the carrier or the method of funding, then the City shall be given sixty (60) days prior written notice of such intent.

SECTION 3. The City shall contribute the full premium towards a \$40,000.00 life insurance benefit. The City shall have the right to change life insurance carriers and administer the life insurance benefits provided herein.

SECTION 4. RETIREE MEDICAL TRUST. On July 1, 2000, the Association established and created the "Premium Reimbursement Plan of the City of Orange Police Association Employee Benefit Trust." The plan was voted on and approved by a majority of the members of the Association. This Trust is governed by the Trust Agreement and Premium Reimbursement Plan documents. The purpose of the Trust Fund is to provide an entity to which contributions from participating employees can be paid and through which the elected or appointed Trustees can create and administer one or more employee welfare benefit plans for the participating employees on whose behalf the contributions have been paid and their beneficiaries. These benefits will be paid to the employees by the Trust as set forth in the Trust Agreement and Premium Reimbursement Plan.

Further, in accordance with Internal Revenue Code Section 501c and a majority vote of the Association membership, all full-time employees shall contribute to the plan. As of the date of this MOU, the City does not contribute any funds to the plan, but has agreed to withhold a pre-tax amount from each employee's paycheck, an amount which is set in accordance with the by-laws of the Benefit Trust. The City then pays these deductions to the Trust as soon as practical. This amount may change according to the rules and guidelines set forth in the Trust Agreement and Reimbursement Plan. Responsibility for the maintenance and investment of the Trust funds rests solely with the Trust's Board of Trustees and the Association.

ARTICLE XIX

RETIREMENT

SECTION 1. The City participates in the California Public Employees' Retirement System (CalPERS). This participation shall include, but is not limited to, the following retirement benefits:

A. Safety Retirement Formula – New Members. Safety employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2.7% @ age 57 retirement formula as set forth in California Government Code Section 7522.25(d). These New Members are subject to the three (3) year final compensation measurement period set forth in California Government Code Section 7522.32. These New Members shall contribute fifty percent of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30(c). In all other respects, New Members shall be subject to the terms and requirements of Public Employees' Pension Reform Act (PEPRA).

B. Safety Retirement Formula – Classic Members. Safety employees who are not defined as New Members as outlined in Section A above are defined as Classic Members of CalPERS and are subject to the 3% @ age 50 retirement formula as set forth in Section 21362.2 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period as set forth in California Government Code Section 20042. These Classic Members shall contribute nine percent (9%) of their compensation earnable, on a pre-tax basis.

Effective the pay period beginning June 21, 2020, safety personnel who are Classic Members shall pay an additional two percent (2%) of compensation earnable, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f), thus increasing the total employee contribution from nine percent (9%) to (11%) of compensation earnable.

Effective the pay period beginning June 20, 2021, safety personnel who are Classic Members shall pay an additional one percent (1%) of compensation earnable, on a pre-tax basis, towards the City contribution pursuant to the cost sharing arrangement set forth in California Government Code 20516(f), thus increasing the total employee contribution from eleven percent (11%) to twelve percent (12%) of compensation earnable.

C. Miscellaneous Retirement Formula – New Members. Miscellaneous employees who are New Members of CalPERS as defined by California Government Code Section 7522.04(f) are subject to the 2% @ age 62 retirement formula as set forth in California Government Code Section 7522.20. These New Members are subject to the three (3) year final compensation measurement period as set forth in California Government Code Section 7522.32. These New Members shall contribute half of normal cost of retirement as determined by CalPERS from their pensionable compensation, on a pre-tax basis, as set forth in California Government Code Section 7522.30. In all other respects, New Members shall be subject to the terms and requirements of PEPRA.

D. Miscellaneous Retirement Formula – Classic Members. Miscellaneous employees who not defined as New Members as outlined in Section C above are defined as Classic Members of CalPERS and are subject to the 2.7% @ age 55 retirement formula as set forth in Section 21354.5 of the California Government Code. These Classic Members are subject to the one (1) year final compensation measurement period set forth in California Government Code Section 20042. These Classic Members shall contribute eight percent (8%) of their compensation earnable, on a pre-tax basis.

SECTION 2. CALPERS 1959 SURVIVOR BENEFIT. The City provides the 1959 CalPERS Survivor Benefit at the Fourth Level Option (California Government Code Section 21574) for all covered employees. Employees shall pay their \$2.00 monthly contribution through payroll deduction. The City shall pay the employer portion subject to the following limit: in the event the employer portion exceeds \$6.00 monthly, members shall pay any portion of the employer portion that exceeds \$6.00 monthly.

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SECTION 3. OTHER CALPERS OPTIONAL CONTRACT PROVISIONS.

BENEFIT	BENEFIT LEVEL	APPLICABLE GOVERNMENT CODE SECTION(S)
Post-Retirement Survivor Allowance	Standard	21624 and 21626
Military Service Credit as Public Service	Standard	21024
Military Service Credit for Retired Persons	Standard	21027
Cost-of-Living Adjustment	Standard (2%)	21329

ARTICLE XX

SAFETY AND HEALTH FITNESS

SECTION 1. The City and its employees agree to comply with all applicable Federal, State, and Local laws as well as any City policies, which relate to health and safety. In addition, the City and the Association agree to actively pursue the continuation of safe working procedures and environments.

SECTION 2. HEALTH FITNESS STANDARDS. In an effort to improve and maintain the physical and mental wellbeing of all sworn Police personnel, and to reduce the frequency and intensity of work-related injuries and illness, the Association and the City agree to the following:

A. Smoking and Vaping.

- 1) As a condition of employment, employees hired after September 1, 1984 shall refrain from smoking and vaping while on duty and effective March 6, 1994 new employees shall refrain from using any tobacco products while on duty.
- 2) Existing employees will be encouraged but not required to become non-smokers. Employees will be provided with information, training, and/or other assistance as necessary to assist in such effort.
- 3) Designated smoking/non-smoking areas will be established in Police Department buildings and facilities.

B. Drug and Alcohol Program. The Association agrees to support the City-wide drug and alcohol policy for all personnel and will continue to enforce all Orange Police department policies regarding drug and alcohol use for sworn personnel.

ARTICLE XXI

TRAVEL EXPENSE ALLOWED

The City will provide reimbursement for employees who use a personal vehicle for City business, at the maximum rate per mile provided under the current IRS guidelines. In addition, when an employee is required to remain at an out-of-town location for an entire day, the City will provide the employee with their own hotel room so that the employee will not be required to share a hotel room with another individual.

ARTICLE XXII

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

SECTION 1. ASSOCIATION DUES DEDUCTIONS. The City shall deduct dues, on a regular basis, from the pay of all employees recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within ten days following their deduction.

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, moneys deducted from the employees pursuant to this Article.

SECTION 3. ASSOCIATION RELEASE TIME. Upon notice to the City, and approval of the Police Chief, or a duly authorized designee, the Association President or designated members of the Association shall be granted leave from work to attend to Association related training, seminars, or other lawful association related business. The Police Chief, or a duly authorized designee, is authorized to grant up to a total of 180 hours off with pay per calendar year for the Association President or designated members (not 180 hours per member) for conducting Association related business. Release time shall be approved by the Police Chief and shall not be unreasonably withheld. The Association President or designated members shall be responsible for notifying a supervisor when release time is taken. Any unused hours provided by the City shall be rolled over from one fiscal year to the next, provided that the total shall not exceed 360 hours.

ARTICLE XXIII

LAYOFF PROCEDURES

SECTION 1. PURPOSE. The purpose of this article is to establish and communicate the City's procedures when a layoff or reduction in force is necessary. All Divisions or assignments within the Department are subject to layoffs or reductions in force at the direction of the City Manager.

SECTION 2. POLICY. The City retains the right to abolish any position, reduce the work force and layoff employees when it becomes necessary due to economic conditions, organizational changes, lack of work, or because the necessity of a position no longer exists. The following criteria shall be followed during a layoff or reduction in force.

SECTION 3. PROCEDURE.

- A. The order of layoff or reduction in force within the Department and by classification shall be in the following order.
 - 1) Temporary employees (19 hours or less);
 - 2) Probationary employees;
 - 3) Regular part-time employees;
 - 4) Regular full-time employees.
- B. The order of layoffs and reductions in force shall be based on Department seniority within the classification as calculated by the Human Resources Director.
- C. Whenever an employee is to be laid off, the employee may transfer or demote to a vacant position in a lower classification that the employee previously held within the Police Department. The employee may also transfer or demote to a vacant position in any other Department provided that:
 - 1) The position is the same or lower classification;
 - 2) The position is authorized, budgeted and the City intends to fill the vacancy;
 - 3) The employee meets the qualification of the new position.
- D. Whenever an employee is to be laid off, the employee may transfer or demote to a filled position in a lower classification within the Police Department provided that he:
 - 1) Previously held or supervised a position in the lower classification;
 - 2) Meets or can reasonably meet the qualifications for the new position as determined by the Human Resources Director;
 - 3) Possesses greater seniority with the Police Department to displace an employee in the lower classification;
 - 4) Requests the demotion in writing within seven (7) days of receiving the layoff notice;
 - 5) Such demotions or transfers shall be from classification to classification without regard for previously held special assignments. Employees have no right to assume a previously held special assignment;

- 6) Management employees who demote or transfer to a lower classification may not displace another employee in a special assignment unless that employee is laid off due to the order of layoff as established per Section 3A.
- E. Employees from other Departments may not fill vacancies in the Police Department unless all qualified Police employees have refused to accept the vacant position. Employees from other Departments may not displace Police Employees.
- F. Employees to be laid off shall be provided written notice at least seven (7) days in advance of the layoff. Notice will be hand delivered to the employee whenever possible. If personal delivery is not possible, the notice must be sent by certified mail to the last known address of the employee.
- G. Regular employees who are laid off shall be placed on a re-employment list for the last classification held. Names shall be placed on the list in inverse order of seniority (last released-first re-hired). Vacancies to be filled will be offered first to employees on the re-hire list.

Other hiring departments must give priority consideration to those employees who appear on a re-hire list for the same or similar classification. Ineligible employees are not selected for re-hire, the reason for non-selection must be approved by the Human Resources Director.

Employees re-hired by the Police Department must first meet all State and Local requirements for the position. Such requirements include, but are not limited to: POST certification, background investigation, psychological evaluation and medical clearance.

Names of qualified individuals shall remain on the re-hire list for two (2) years. Individuals who refuse to accept a re-hire or who do not respond within seven (7) days to a written notice that has been sent to their last known address shall be removed from the re-hire list. It is the employee's responsibility to provide the Human Resources Department with a current mailing address. Once re-hired, the employee will be removed from all re-hire lists.

ARTICLE XXIV

CITY MANAGEMENT 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 MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following:

- A. To manage the City generally and to determine issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.

- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. 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.
- H. 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.
- I. To assign work to employees in accordance with requirements as determined by the City.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for just cause in accordance with the provisions of procedures set forth in Departmental Disciplinary Procedure.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish, modify, and promulgate reasonable rules and regulations, which are not in contravention with this MOU to maintain order and safety in the City.
- S. 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 Management's rights shall impact on a significant number of employees 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 for in this Memorandum of Understanding.

ARTICLE XXV

NO STRIKE

PROHIBITED CONDUCT

SECTION 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.

SECTION 2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City in accordance with the procedures set forth in applicable State laws and the Orange Police Department Policy Manual.

SECTION 3. 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 below in Section 1, Association Responsibility, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.

ASSOCIATION RESPONSIBILITY

SECTION 4. 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 shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, Prohibited Conduct, and return to work.

SECTION 5. The City agrees to hold the Association harmless and indemnify the Association against any claims, causes of actions, or lawsuits arising out of damages related to prohibited conduct in Section 1 above, Prohibited Conduct, when the Association, in good faith, performs its responsibilities under Section 1 above, Association Responsibility.

ARTICLE XXVI

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION OF GRIEVANCE. A grievance shall be defined as a timely complaint by an employee or group of employees or the Association concerning the interpretation or application of specific provisions of this MOU, or of the Rules and Regulations governing personnel practices or working conditions of the City.

No employee shall suffer any reprisal because of filing or processing of a grievance or participating in the Grievance Procedure.

SECTION 2. TIME LIMIT FOR FILING WRITTEN FORMAL GRIEVANCES. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized designee of the City and of the grieving party. Failure of the grieving party to knowingly fail to comply with any of the time limits set forth herein shall bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure. The grieving party may request the assistance of the Association in presenting a grievance at any level of review or may represent them self. Grievances shall be presented on City time.

SECTION 3. INFORMAL PROCESS. An employee must first attempt to resolve the grievance on an informal basis by discussion with an immediate supervisor without undue delay, or in no case, more than fifteen (15) calendar days of discovery of the act or omission giving rise to the grievance.

Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the Police Chief. In order that this informal procedure may be responsive, all parties involved shall expedite this process. When, within fifteen (15) calendar days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing, on a Grievance form, to be mutually agreed to by the City and the Association, to the Police Chief. The grievant is to state the remedy requested to resolve the grievance. At this point, the grievance hearing process becomes formal. Should the grievant fail to file a written grievance within fifteen (15) calendar days, as outlined under Section 4, the grievance shall be barred and waived.

SECTION 4. FORMAL PROCESS, HUMAN RESOURCES DIRECTOR, POLICE CHIEF. If the grievance is not resolved through the informal process, and a written grievance is filed within the time limits set forth above, the grievant shall discuss the grievance with the Human Resources Director and the Police Chief. The Human Resources Director and the Police Chief shall render a decision and comments, in writing, regarding the merits of the grievance and return them to the grievant within fifteen (15) calendar days after receiving the grievance.

SECTION 5. FORMAL PROCESS, CITY MANAGER. If the grievance is not resolved in Section 4 above, or if no answer has been received from the Human Resources Director and Police Chief within fifteen (15) calendar days from the presentation of the written grievance to the Human Resources Director and the Police Chief, the written grievance shall be presented to the City Manager, or a duly authorized designee, for determination. Failure of the grievant to take this action will constitute a waiver and bar to the grievance, and the grievance will be considered settled on the basis of the last Management grievance response. The City Manager, or a duly authorized designee, shall render a final decision on the merits of the grievance and comments, in writing, and return them to the grievant within fifteen (15) calendar days after receiving the grievance. After this procedure is exhausted, the grievant, the Association, and the City shall have all rights and remedies to pursue said grievance under the law.

In grievances filed to challenge the imposition of all discipline, the final step in the formal administrative process shall be a decision rendered by a Hearing Officer following a full and fair evidentiary hearing conducted by a Hearing Officer. If the parties cannot agree on the identity of the Hearing Officer, the parties shall procure from the State Mediation and Conciliation Service a list of seven (7) qualified

Hearing Officers. Each party shall alternatively strike one name from the list until only one person remains, who shall be the Hearing Officer. The determination as to which party strikes first shall be made on a random basis.

The Hearing Officer shall determine whether good cause exists for the imposition of discipline and, if so, the appropriate degree of discipline, provided that the Hearing Officer may not impose more severe discipline than that assessed by the Police Department. The decision of the hearing officer is subject to the right of either party to seek judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure. The cost of the Hearing Officer shall be paid by the City.

ARTICLE XXVII

MISCELLANEOUS

SECTION 1. PURGING OF DISCIPLINE DOCUMENTATION. An employee may request to purge documentation of discipline older than five (5) years from the date of the discipline from the department file, including the employee performance evaluations which refer to the discipline being purged. Portions of a performance evaluation relating to disciplinary action may be deleted solely at the discretion of the Police Chief. The Police Chief reserves the right to retain or purge documents requested by an employee under this section. Copies of any discipline forwarded and retained in the Human Resources Department will remain in the employee's personnel file, however, if the discipline documentation meets the five (5) years criteria, the employee may request to have the purged documents placed in a sealed envelope within the personnel file. This action must be approved by the Human Resources Director.

SECTION 2. DIRECT DEPOSIT. City employees are required to participate in the City's direct paycheck deposit program.

ARTICLE XXVIII

EFFECT OF MEMORANDUM OF UNDERSTANDING ON CONFLICTING AGREEMENTS

It is the intent of the parties hereto that should any provision of this MOU conflict with any prior agreement between the parties, oral or written, express or implied, relating to the subject matter hereof, the provisions of this MOU shall control. This MOU is not intended to conflict with Federal or State law.

ARTICLE XXIX

WAIVER OF BARGAINING DURING TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this MOU, the parties mutually agree that they will not seek to change, negotiate, or bargain with regard to wages, hours, benefits, and terms and conditions of employment, whether or not covered by the MOU 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 MOU. Regardless of the waiver contained in this Article, the parties may,

however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE XXX

EMERGENCY WAIVER

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 the MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of the provisions in the MOU during the course of the emergency.

ARTICLE XXXI

MEMORANDUM OF UNDERSTANDING TERMS SEVERABLE

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

ARTICLE XXXII

TERM OF MEMORANDUM OF UNDERSTANDING AND NO LAYOFF OR FURLOUGH

SECTION 1. The term of this MOU shall commence on July 1, 2019 and shall continue in full force and effect until June 30, 2023.

SECTION 2. The City hereby agrees that it shall not layoff or furlough any association employees for an eighteen (18) month period expiring December 31, 2021.

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ARTICLE XXXIII

RATIFICATION AND EXECUTION

The City and the Association have reached an understanding as to certain recommendations to be made to the City Council for the City and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this MOU shall not be in full force and effect until adopted by the City Council of the City of Orange. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association and entered into this 10th day of November, 2020.

City of Orange

Dated: _____

By: _____
Will Kolbow, Assistant City Manager

By: _____
Monica Espinoza, Human Resources Director

By: _____
Susan Galvan, Economic Development Manager

By: _____
Cody Kleen, Human Resources Analyst II

City of Orange Police Association

Dated: _____

By: _____
John Mancini, President

By: _____
Mike Murphy, Vice President

By: _____
Thomas Lockwood, Treasurer

By: _____
Erik Mendoza, Secretary

Approved as to form:

By: _____
Gary A. Sheatz, City Attorney

APPENDIX A

CITY OF ORANGE POLICE ASSOCIATION MONTHLY SALARY RANGES

EFFECTIVE JULY 8, 2018

Increase in Step G (From 2.0% to 4.0% above Step F)

Classification Title	Salary Range	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Civilian Investigative Officer	509	4516	4746	4988	5243	5510	5791	6023
Court Liaison Officer	499	4296	4515	4746	4988	5242	5509	5730
Crime Prevention Specialist	517	4700	4939	5191	5456	5734	6027	6268
Forensic Services Specialist	509	4516	4746	4988	5243	5510	5791	6023
Parking Control Officer II	476	3831	4026	4231	4447	4674	4912	5109
Police Administrative Assistant	489	4087	4296	4515	4745	4987	5241	5451
Police Armorer	489	4087	4296	4515	4745	4987	5241	5451
Police Clerk	468	3681	3868	4066	4273	4491	4720	4909
Police Code Enforcement Officer	542	5324	5595	5881	6181	6496	6827	7100
Police Dispatch Shift Supervisor	546	5431	5708	5999	6305	6627	6965	7243
Police Dispatcher	528	4965	5218	5484	5764	6058	6367	6621
Police Officer	579	6403	6729	7073	7433	7812	8211	8539
Police Records Clerk	468	3681	3868	4066	4273	4491	4720	4909
Police Records Shift Supervisor	528	4965	5218	5484	5764	6058	6367	6621
Police Services Officer	489	4087	4296	4515	4745	4987	5241	5451
Police Subpoenas & Warrants Specialist	489	4087	4296	4515	4745	4987	5241	5451
Police Training Coordinator	499	4296	4515	4746	4988	5242	5509	5730
Police Volunteer Coordinator	517	4700	4939	5191	5456	5734	6027	6268
Property Officer	503	4383	4606	4841	5088	5348	5620	5845
Senior Police Clerk	488	4067	4274	4492	4721	4962	5215	5424

APPENDIX A

CITY OF ORANGE POLICE ASSOCIATION (Continued) MONTHLY SALARY RANGES

EFFECTIVE JUNE 23, 2019

3.0% Across the Board Salary Increase

Classification Title	Salary Range	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Civilian Investigative Officer	515	4653	4890	5140	5402	5677	5967	6206
Court Liaison Officer	505	4427	4652	4890	5139	5401	5677	5904
Crime Prevention Specialist	523	4842	5089	5349	5622	5908	6210	6458
Forensic Services Specialist	515	4653	4890	5140	5402	5677	5967	6206
Parking Control Officer II	482	3947	4149	4360	4582	4816	5061	5264
Police Administrative Assistant	495	4212	4426	4652	4890	5138	5401	5616
Police Armorer	495	4212	4426	4652	4890	5138	5401	5616
Police Clerk	474	3793	3986	4189	4403	4627	4863	5058
Police Code Enforcement Officer	548	5485	5766	6059	6369	6693	7035	7316
Police Dispatch Shift Supervisor	552	5596	5882	6181	6497	6828	7176	7463
Police Dispatcher	534	5116	5376	5651	5939	6242	6560	6822
Police Officer	585	6597	6934	7287	7659	8050	8461	8798
Police Records Clerk	474	3793	3986	4189	4403	4627	4863	5058
Police Records Shift Supervisor	534	5116	5376	5651	5939	6242	6560	6822
Police Services Officer	495	4212	4426	4652	4890	5138	5401	5616
Police Subpoenas & Warrants Specialist	495	4212	4426	4652	4890	5138	5401	5616
Police Training Coordinator	505	4427	4652	4890	5139	5401	5677	5904
Police Volunteer Coordinator	523	4842	5089	5349	5622	5908	6210	6458
Property Officer	509	4516	4746	4988	5243	5510	5791	6023
Senior Police Clerk	494	4191	4404	4629	4865	5112	5374	5588

APPENDIX A

CITY OF ORANGE POLICE ASSOCIATION (Continued) MONTHLY SALARY RANGES

EFFECTIVE JUNE 21, 2020

0.0% Increase for Non-Sworn Classifications

2.0% Increase for Sworn Classifications

Classification Title	Salary Range	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Civilian Investigative Officer	515	4653	4890	5140	5402	5677	5967	6206
Court Liaison Officer	505	4427	4652	4890	5139	5401	5677	5904
Crime Prevention Specialist	523	4842	5089	5349	5622	5908	6210	6458
Forensic Services Specialist	515	4653	4890	5140	5402	5677	5967	6206
Parking Control Officer II	482	3947	4149	4360	4582	4816	5061	5264
Police Administrative Assistant	495	4212	4426	4652	4890	5138	5401	5616
Police Armorer	495	4212	4426	4652	4890	5138	5401	5616
Police Clerk	474	3793	3986	4189	4403	4627	4863	5058
Police Code Enforcement Officer	548	5485	5766	6059	6369	6693	7035	7316
Police Dispatch Shift Supervisor	552	5596	5882	6181	6497	6828	7176	7463
Police Dispatcher	534	5116	5376	5651	5939	6242	6560	6822
Police Officer	589	6730	7074	7433	7813	8212	8630	8976
Police Records Clerk	474	3793	3986	4189	4403	4627	4863	5058
Police Records Shift Supervisor	534	5116	5376	5651	5939	6242	6560	6822
Police Services Officer	495	4212	4426	4652	4890	5138	5401	5616
Police Subpoenas & Warrants Specialist	495	4212	4426	4652	4890	5138	5401	5616
Police Training Coordinator	505	4427	4652	4890	5139	5401	5677	5904
Police Volunteer Coordinator	523	4842	5089	5349	5622	5908	6210	6458
Property Officer	509	4516	4746	4988	5243	5510	5791	6023
Senior Police Clerk	494	4191	4404	4629	4865	5112	5374	5588

APPENDIX A

CITY OF ORANGE POLICE ASSOCIATION (Continued) MONTHLY SALARY RANGES

EFFECTIVE JUNE 20, 2021

2.0% Increase for Non-Sworn Classifications

3.0% Increase for Sworn Classifications

Classification Title	Salary Range	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Civilian Investigative Officer	519	4747	4989	5243	5510	5792	6087	6331
Court Liaison Officer	509	4516	4746	4988	5243	5510	5791	6023
Crime Prevention Specialist	527	4940	5192	5457	5735	6028	6335	6588
Forensic Services Specialist	519	4747	4989	5243	5510	5792	6087	6331
Parking Control Officer II	486	4026	4232	4448	4674	4913	5163	5370
Police Administrative Assistant	499	4296	4515	4746	4988	5242	5509	5730
Police Armorer	499	4296	4515	4746	4988	5242	5509	5730
Police Clerk	478	3869	4066	4273	4492	4721	4961	5160
Police Code Enforcement Officer	552	5596	5882	6181	6497	6828	7176	7463
Police Dispatch Shift Supervisor	556	5709	6000	6306	6628	6966	7321	7614
Police Dispatcher	538	5219	5485	5765	6059	6368	6692	6960
Police Officer	595	6935	7289	7659	8050	8461	8892	9248
Police Records Clerk	478	3869	4066	4273	4492	4721	4961	5160
Police Records Shift Supervisor	538	5219	5485	5765	6059	6368	6692	6960
Police Services Officer	499	4296	4515	4746	4988	5242	5509	5730
Police Subpoenas & Warrants Specialist	499	4296	4515	4746	4988	5242	5509	5730
Police Training Coordinator	509	4516	4746	4988	5243	5510	5791	6023
Police Volunteer Coordinator	527	4940	5192	5457	5735	6028	6335	6588
Property Officer	513	4606	4842	5089	5348	5621	5908	6144
Senior Police Clerk	498	4275	4493	4722	4963	5216	5482	5701

APPENDIX A

CITY OF ORANGE POLICE ASSOCIATION (Continued) MONTHLY SALARY RANGES

EFFECTIVE JUNE 19, 2022

4.0% Increase for Non-Sworn Classifications

4.0% Increase for Sworn Classifications

Classification Title	Salary Range	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Civilian Investigative Officer	527	4940	5192	5457	5735	6028	6335	6588
Court Liaison Officer	517	4700	4939	5191	5456	5734	6027	6268
Crime Prevention Specialist	535	5141	5403	5679	5969	6273	6593	6856
Forensic Services Specialist	527	4940	5192	5457	5735	6028	6335	6588
Parking Control Officer II	494	4191	4404	4629	4865	5112	5374	5588
Police Administrative Assistant	507	4471	4699	4939	5191	5455	5734	5963
Police Armorer	507	4471	4699	4939	5191	5455	5734	5963
Police Clerk	486	4026	4232	4448	4674	4913	5163	5370
Police Code Enforcement Officer	560	5824	6121	6433	6761	7106	7468	7767
Police Dispatch Shift Supervisor	564	5941	6244	6563	6897	7249	7619	7924
Police Dispatcher	546	5431	5708	5999	6305	6627	6965	7243
Police Officer	603	7217	7586	7971	8378	8806	9254	9625
Police Records Clerk	486	4026	4232	4448	4674	4913	5163	5370
Police Records Shift Supervisor	546	5431	5708	5999	6305	6627	6965	7243
Police Services Officer	507	4471	4699	4939	5191	5455	5734	5963
Police Subpoenas & Warrants Specialist	507	4471	4699	4939	5191	5455	5734	5963
Police Training Coordinator	517	4700	4939	5191	5456	5734	6027	6268
Police Volunteer Coordinator	535	5141	5403	5679	5969	6273	6593	6856
Property Officer	521	4794	5039	5296	5566	5850	6148	6394
Senior Police Clerk	506	4449	4675	4914	5165	5428	5705	5933