

RESOLUTION NO. 11273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE REPEALING RESOLUTION NO. 11110 AND AMENDMENTS THERETO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE CITY OF ORANGE POLICE MANAGEMENT ASSOCIATION BARGAINING UNIT 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 Management Association bargaining unit, hereinafter referred to as "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. 11110 and amendments thereto for said employees, as more 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. 11165, 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. 11252, 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 ORANGE POLICE MANAGEMENT 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 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. The classifications in Appendix A shall be in a bargaining unit, hereafter referred to as the "Police Management 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 hereby 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 Sections 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 (eight (8) steps for Police Sergeant and Police Lieutenant) or rates of pay in each range. Each step shall be approximately 5% above the preceding step, except Step G for Police Captain and Step H for Police Lieutenant and Police Sergeant shall be approximately 3.5% above the prior step. The respective ranges shall be identified by number and the steps by the letters A to G (A to H for Police Sergeant and Police Lieutenant).

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, 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.

There shall be a top-step to top-step base salary differential of at least fifteen (15%) between Police Officer and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain.

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 upon 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 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 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 Personnel Action Form and a completed Performance Evaluation form recommending the granting or denial of the merit increase and supporting such recommendation with specific reasons therefore. If denied by the Police Chief or Human Resources Director, 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, with a completed performance evaluation, 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 may 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 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 a 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 in 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 the step in the new salary range for the lower classification that produces at least a 5% base salary reduction.

SECTION 10. REASSIGNMENT OF COMPENSATION RANGES. Any employee who is employed 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, the G step 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 is assigned 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, the G step 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

SECTION 1. The City may work employees out of classification for up to four (4) consecutive working days without additional compensation. On the fifth (5th) consecutive working day the employee works out of classification and for each additional consecutive working day the employee works out of classification, the employee shall be paid additional compensation at Step A of the classification 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.

SECTION 2. Working out of classification assignments shall only be made for positions vacated due to illness or an approved leave of absence. Working out of classification assignments shall not be made for positions vacated due to resignations, terminations, and/or demotions. To qualify for working out of classification pay, the employee must be performing all of the significant duties of the higher-level position.

SECTION 3. The Police Chief shall assign the employee to work out of classification but shall notify the Human Resources Director prior to the assignment.

ARTICLE V

WORK WEEK

The regular work week for sworn personnel assigned to supervise patrol officers, excluding any and all special assignments, shall be three (3) consecutive shifts of twelve and one half consecutive hours (12 ½) (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 Federal Labor Standards Act 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.

ARTICLE VI

OVERTIME (COMPENSATORY TIME)

SECTION 1.

- 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. COMPENSATORY TIME. All overtime earned by eligible employees shall be accumulated at one and one-half times the employee's Gross rate of pay in cash or compensatory time. Eligible employees are defined as Police Sergeants, Police Records Manager, Police Communications Manager, and Forensic Services Supervisor.

SECTION 3. LIEUTENANT OVERTIME. If a Police Lieutenant is assigned to a task force, special enforcement, or event funded by the State, Federal government or private entity, and overtime worked under that program or event is paid and reimbursable at a rate of time-and-one-half, the City will pay the Police Lieutenant at that rate. The time-and-one-half rate is not applicable unless the outside contract allows for time-and-one-half and the City is reimbursed fully for that cost.

SECTION 4. PAYMENT UPON TERMINATION OF EMPLOYMENT. Employees shall be entitled to receive payment for all accumulated compensatory time upon their termination at the employee's gross rate of pay.

SECTION 5. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

- A. Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of the Police Chief or a duly authorized designee.
- B. Accumulated compensatory time off shall be taken off by an employee when directed by the Police Chief; provided, however, that the Police Chief shall give fourteen (14) days prior notice to the date accumulated compensatory time off is to be taken. Compensatory time off upon direction of the Police Chief shall be not less than ten (10) hours.
- C. In directing an employee to take accumulated compensatory time off, the Police Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Police Department.

SECTION 6. 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 with a minimum of three (3) hours call back compensation, regardless of whether the employee works less than three (3) hours. Compensation shall be at one and one half (1 ½) the gross rate 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.

This provision 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.

This Article shall apply when an employee has been required to appear in court while off duty.

SECTION 7. OVERTIME COMPENSATION. Overtime Compensation shall apply only to the classifications of Police Sergeant, Police Records Manager, Police Communications Manager and Forensic Services Supervisor covered herein, when duly authorized in advance by the Police Chief or a duly authorized designee.

SECTION 8. DEFINITION. Overtime work 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.

SECTION 9. OVERTIME COMPENSATION. Overtime work shall be paid at one and one-half times the employee's Gross rate of pay. 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 (CTO), vacation and sick leave shall be counted toward the computation of overtime. Travel time to and from activities designated under this Article does not qualify for overtime.

SECTION 10. All earned overtime compensation for employees described in this Article may be credited to CTO or paid in cash at the employee's option.

Payment shall be made at the pay period following the exercise of the option. All CTO may be accumulated up to a maximum of eighty (80) hours. All accumulated CTO accrued in excess of eighty (80) hours at year-end shall automatically be paid on the first pay period of the new calendar year.

SECTION 11. Employees shall be entitled to receive payment for accumulated CTO upon their termination at the employee's Gross rate of pay.

SECTION 12. Overtime work shall not apply to the earning of employee benefits such as retirement, holidays, vacation accrual, sick leave accrual, employee insurance benefits or toward the completion of a probationary period or to progression within a salary rate range.

SECTION 13. Police Sergeants, Police Records Manager, Police Communications Manager and Forensic Services Supervisor covered by this Agreement shall be entitled to receive premium compensation for attendance at duly authorized department and/or division staff meetings for all required hours of attendance at such meetings during "off duty" hours. Payment of said overtime is to be made in cash, and shall not be accumulated as compensatory time off.

SECTION 14. Whenever two (2) or more premium compensation rates or overtime rates may appear to be applicable to the same hour or hours worked by the employees described in this Article, there shall be no pyramiding or adding together of such premium or overtime rates, and only the higher applicable rate shall apply.

SECTION 15. In the event of circumstances beyond the City's control, such as acts of God, fire, flood, insurrection, riot, national emergency or other similar circumstances, employees covered hereunder 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 Fair Labor Standards Act (FLSA). The Governor or his designee must declare a state of emergency for this section to apply.

SECTION 16. ADMINISTRATIVE LEAVE. Notwithstanding Articles VI, VII, and the above sections in Article VIII, employees classified as Police Captains or Police Lieutenants shall be provided no overtime compensation except as follows:

- A. Each January 1st, regular full-time employees classified as Police Captains or Police Lieutenants shall be provided with eighty (80) hours of paid administrative leave. Employees promoted after January 1st shall receive a prorated portion of the administrative leave during their first calendar year in their promoted position;
- B. Administrative leave shall be charged at the rate of ten (10) hours for each day an employee is absent; in any instance involving use of a fraction of a day's administrative leave, the minimum charge to the employee's administrative 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;
- C. Usage of administrative leave shall be at the convenience of the City with the approval of the Police Chief;

- D. Administrative leave shall be used in the calendar year in which it accrues; and
- E. Administrative leave not used in the calendar year in which it is accrued shall be forfeited.

ARTICLE VII

COURT TIME

SECTION 1. The parties agree to incorporate by reference existing departmental policies and written procedures covering the subject of court time.

SECTION 2. “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 three 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 three (3) hours, regardless of the actual duration of being “on-call” for each morning session (0800-1230) and an additional three (3) 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 three (3) 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 three (3) 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 3. COURT APPEARANCES WHILE OFF-DUTY: Employees required to appear before the court during "off duty" hours shall receive compensation for the duration of the court appearance plus thirty (30) minutes of travel, or three (3) hours, whichever is greater. Court appearance time shall be paid at the one and one half times the Gross rate, or taken as CTO, at the employee's option.

ARTICLE VIII

SPECIAL ASSIGNMENTS PAYS

SECTION 1.

- A. Special Weapons and Tactics (SWAT) Team. Police Lieutenants and Police Sergeants assigned to the SWAT team 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 team is not considered permanent and said assignment to or removal from this unit 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 the SWAT team. 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.
- B. Special Assignment.
- 1) Merit Increases. A Sergeant or Lieutenant will become eligible for a merit increase of one (1) salary step upon selection into a special assignment from a patrol position, unless the employee is already compensated at Step H of the salary range prior to selection. Said employee paid less than Step H after the merit increase is provided due to selection to a special assignment will then become eligible for a subsequent merit increase(s) after one (1) year from the date the merit increase was provided at selection to the special assignment.
 - 2) Return to Patrol. If at any time an employee is returned back to patrol from a special assignment, the employee will continue to receive the salary rate they earned when serving in their special assignment.
 - 3) Probation Period. There is no probation period required in a special assignment and no permanency or seniority may be obtained in a special assignment.
 - 4) All special assignments to positions set forth in this section shall be made or revoked at the discretion of the Police Chief.
 - 5) In addition to any merit step increase, above, Sergeants and Lieutenants who are assigned to oversee a special division shall receive a three percent (3%) premium based upon the employee's base salary. This form of 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).

SECTION 2. 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 an additional \$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).

SECTION 3. 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 three percent (3%) premium based upon the employee's base salary. Shift assignments shall be made or revoked at the discretion of the Police Chief. “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).

SECTION 4. LONGEVITY. Employees shall be eligible to receive a monthly Longevity pay according to the chart below:

Effective Dates	15 Years of Service	20 Years of Service	25 Years of Service
June 23, 2019	\$150.00	\$300.00	\$500.00
June 21, 2020	\$200.00	\$400.00	\$650.00
June 20, 2021	\$250.00	\$500.00	\$800.00

For purposes of this benefit, Years of Service is defined as follows: 1) for all (civilian and 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. 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)(1), and pensionable compensation for New Members and pursuant to CalPERS Regulations, Section 571.1(b)(1).

ARTICLE IX

EDUCATION 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 Sworn Peace 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
Bachelor's Degree	\$550.00
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	\$800.00

Police Sergeants promoted on or after July 1, 2008 from the COPA Base unit and hired prior to November 10, 2020 who do not possess a Bachelor's or Master's degree will receive the following per month for Educational Incentive pay:

REQUIREMENTS	COMPENSATION
60-89 Units	\$100.00
90 plus Units	\$120.00

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 Sworn Peace 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	\$100.00
POST Advanced Certificate	\$150.00

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 \$1,500.00 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, which is management-related. In addition, approved courses are those designated to directly improve the knowledge of the employee relative to the specific job, or a course that fulfills the requirements towards attainment of a degree in a job-related field, and must be approved by the Police Chief and the Human Resources Director prior to registration. Reimbursement will be provided only upon receipt of a grade of C or better, or when a course is taken as credit/no credit, a final grade of credit is received.

ARTICLE X

UNIFORM ALLOWANCE

SECTION 1. The City will purchase uniforms for all regular, full-time and part-time uniformed members of the Police Department. Uniform allowance reported to CalPERS for sworn personnel shall be \$477.00 annually and for civilian personnel shall be \$238.00 annually. Uniform allowance is not considered pension reportable compensation for New Members hired after January 1, 2013, pursuant to PEPPRA. However, the City shall report this allowance as compensation earnable to CalPERS pursuant to California Code of Regulations Section 571(a)(5) the uniform allowance and/or the monetary value of required clothing provided by the City to individuals who are not 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 XI

HOLIDAYS

SECTION 1.

- A. All employees in this unit work without regard to holidays.
- B. Effective each January 1st, employees covered by this MOU shall receive one hundred ten (110) 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, in 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. Employees required to work on the below listed holidays (#1-9) shall receive double pay or double CTO for hours worked on the holiday in excess of the employee's scheduled shift. Employees shall receive no other compensation for working on a holiday.
- 1) January 1st (New Year's Day)
 - 2) 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)

ARTICLE XII

VACATION

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

Year(s) of Service	Vacation Hours Per Year	Bi-Weekly Accrual
1	92.00	3.54
2	102.00	3.92
3	112.00	4.31
4	122.00	4.69
5	132.00	5.08

After completion of the fifth (5th) year of continuous service, all full-time regular employees described herein shall accrue an additional four (4) hours of vacation per year (0.15 hours biweekly) up to a maximum of 232 hours of vacation after thirty (30) years of continuous employment with the City. Beginning the 31st year of service, employees shall receive 252 hours of vacation annually.

SECTION 2. Vacation shall be taken at the convenience of the City with the approval of the Police Chief or a duly authorized designee and, where possible, such vacation should be taken annually. Vacation hours 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. Employees shall cease accruing vacation hours once their accrual has reached the accrual limit. The accrual limit shall be defined as the equivalent number of hours earned in the immediately preceding twenty-four (24) month period. Accrual of vacation will initiate again once the accumulated vacation hours fall below the accrual limit.

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. Employees who terminate their employment with the City shall be paid for all accrued vacation including a pro-rated portion of any partial final pay period, if any, at the employee's Net rate of pay.

ARTICLE XIII

PROBATIONARY PERIOD

SECTION 1. An employee initially appointed or rehired as defined in Section 4 below, to a classification shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all employees herein, the initial probationary period shall be twenty-six (26) pay periods. An employee who has been promoted to a higher classification shall be on probation for twenty-six (26) pay periods. 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. Probationary employees are not eligible to compete for a closed/promotional recruitment process.

SECTION 3. Any initial hire probationary employee shall be entitled to appeal termination, in accordance with the Grievance Procedure set forth in this MOU. Any employee on promotional probation shall be entitled to appeal a probationary demotion in accordance with the Grievance Procedure set forth in this MOU.

SECTION 4. Any employee who leaves City employment and is subsequently re-hired must serve a new probationary period as provided under Section 1.

ARTICLE XIV

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. If in the Human Resources Director's opinion such additional leave is merited, and would still preserve 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 a 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 Police Chief or a duly authorized designee may be subject to termination. Any employee who falsifies the reason for the request for said leave of absence may be terminated for falsifying a request for leave of absence.
- F. Notwithstanding Subsection A, 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 the applicable workers' compensation laws. 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.

SECTION 2. 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 regular 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 a witness services.

SECTION 3. 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 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 4. SICK LEAVE. Sick leave with pay shall be allowed, credited, and accumulated in accordance with the following:

- A. Employees shall accrue eight (8) hours of sick leave for each month of continuous service.
- B. All non-benefitted employees shall receive sick leave as required by State Law.
- C. Employees will be charged sick leave for all hours scheduled for each day an employee is absent in accordance with Subsection D below.
- D. Any employee eligible for sick leave with pay may use such leave for the following reasons:
 - 1. Medical and dental 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 medical appointments, 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 (under the same roof), 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 falsifies the reason for request for said leave of absence may be terminated for falsifying the request for leave of absence.
- F. Sick Leave Application. 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-half ($\frac{1}{2}$) hour shall be charged to the nearest one-quarter ($\frac{1}{4}$) 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 payouts shall be paid at the employee's Net rate of pay and be paid off according to the following programs:
 - 1) All sick leave accrued prior to January 1, 1992 shall fall under the following payout program:
 - a) Accumulated sick leave balances as of December 31, 1991 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 C (1), (2), and (3).
 - b) Upon retiring from City service for any reason, including but not limited to industrial disability retirement, and entering the Public Employees' Retirement System, an employee shall receive fifty percent (50%) of all accrued sick leave. Payment will be based upon the employee's Net rate of pay at the time of retirement.
 - c) Upon the death of an employee while employed by the City, 100% of all accrued sick leave benefits accrued prior to January 1, 1992 shall be paid to the beneficiary of the deceased employee at the deceased employee's Net rate of pay. 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, 1991, shall be placed in a new accrual bank, shall have no maximum accrual amount, and shall be paid at the Net rate of pay. Hours in excess of 352 shall not be eligible for any of the following payout programs:
 - a) Employees with accumulated sick leave balances of less than 352 hours, combining both sick leave accounts in the calculation to determine eligibility, shall fall under the following payout provision:

Employees who use less than three (3) days (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 accumulated sick leave bank. Effective beginning in December 2020, for calendar 2021 accruals, an employee who wishes to avail themselves of the right to convert unused sick leave to cash must complete a form with the City indicating their irrevocable designation to do so. This form need not be completed if the employee elects to convert to vacation leave. However, no hours will be converted to vacation if said conversion places the employee's vacation bank over the maximum allowable accrual. Conversion of sick leave to vacation shall occur in the first pay period of January based upon sick leave usage during the previous calendar year. If no designation form is filed, the hours will automatically remain in the employee's sick leave accumulation account. Sick leave payouts in cash shall occur in the last pay period in December each year.

- 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. Effective beginning in December 2020, for calendar 2021 accruals, an employee who wishes to avail themselves of the right to convert unused sick leave to cash must complete a form with the City indicating their irrevocable designation to do so. This form need not be completed if the employee elects to convert to vacation leave. However, no hours will be converted to vacation if said conversion places the employee's vacation bank over the maximum allowable accrual. If no designation form is filed, the hours will automatically remain in the employee's new sick leave accumulation account. Sick leave payouts in cash shall occur in the last pay period in December each year.

- c) Upon service retirement or industrial disability retirement from employment with the City and entering CalPERS as a retired annuitant, an employee shall receive pay for fifty percent (50%) of all unused sick leave hours at the employee's Net rate.
- d) Upon separation of employment from the City for any reason other than retirement as noted in the preceding paragraph, for sick leave hours accumulated after December 31, 1991, 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 (201 to 352 hours). Payment shall be at the employee's Net rate.

- e) 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 decedent employee. Payment shall be at the employee's Net rate.
- 3) Effective no later than July 1, 2020, a portion of sick leave payout upon separation, as determined by the Association, may be deposited into a retirement health savings plan to be established by the City for all covered by this MOU.

SECTION 5. BEREAVEMENT LEAVE. Paid bereavement leave is provided for the death or critical illness where death appears to be imminent of 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, domestic partner, the employee's, spouse's or domestic partner's child, grandchild, parent, substitute parent, grandparent, sibling, aunt, or uncle of the employee, regardless of residence. Days of absence due to bereavement leave shall not exceed three (3) working days per incident. An employee on bereavement leave shall inform the immediate supervisor of the fact and the reasons therefore as soon as possible. Failure to inform a immediate supervisor, within a reasonable period of time, may be cause for denial of leave with pay for the period of absence. The City may require proof of the relationship as a condition of payment of bereavement leave.

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

- A. Safety Personnel: Salary continuance for safety personnel covered by Labor Code Section 4850 will be provided in accordance with current 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 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 and 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; and
 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 for 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 Payout Program set forth in Section 4G of this Article.
- H. Outside Employment. Any employee who engages in outside employment during said leave of absence without the 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 the request for leave of absence.

ARTICLE XV

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 lay off employees when it becomes necessary due to economic conditions, organizational changes, lack of work, or because the necessity of a position no longer exists.

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) Probationary employees
 - 2) Regular full-time employees
- B. The order of layoffs and reductions in force shall be based on seniority within the classification, then Department seniority, 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 qualifications 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.

- 7) Management employees demoted or transferred to a lower classification as a result of layoff or reduction in force shall be re-appointed to vacancies in the previously held higher classification based upon the employee's seniority as calculated in Section 3B.
- 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 will give priority consideration to those employees who appear on a re-hire list for the same or similar classification. If eligible 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.

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ARTICLE XVI
HEALTH BENEFITS

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

- 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). This contribution shall be adjusted annually each January 1st to the amount set by the CalPERS Board of Administration.

Effective Date	Monthly Contribution
January 1, 2019	\$1,655.00
January 1, 2020	\$1,730.00
January 1, 2021	\$1,805.00
January 1, 2022	\$1,880.00
January 1, 2023	\$1,955.00

- B. Any amounts in excess of the amounts designated in Section 1A 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. Additionally, 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 Director. Based upon determination that group medical insurance coverage is in full force and effect, eligible employees shall receive the monthly contribution as described in Section A above toward the Flexible Benefits Plan. Employees hired on or after March 29, 2020 who elect to waive medical insurance shall receive \$500.00 per month. In the event that the employee loses eligibility (with documentation), then the employee shall enroll in the CalPERS Health Benefits Plan pursuant to the CalPERS Health Benefits Plan.
- D. Retired employees, at their own expense, will be provided with the same opportunity to re-enroll into a City-sponsored vision and/or dental insurance program as they are provided under the CalPERS medical insurance program. The retiree is completely responsible for completing all the necessary paperwork, in person when possible, with the Human Resources Department. In addition, a retiree who has been separated from the City for over five (5) years will not be eligible for this provision.

- E. 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. The City shall continue to contribute toward medical insurance coverage for eligible dependents under the following conditions:

- A. In the event an employee covered under this unit is killed in the line of duty, the City shall provide up to five (5) years of medical insurance for the amount of the premium only up to the amount specified in Section 1A of this Article, or the benefit specified in Labor Code Section 4856 "Spousal Death Benefits," whichever is greater. 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 the Human Resources Director shall determine whether the employee's death qualifies as "killed in the line of duty."
- B. In the event an employee covered under this unit dies for reasons other than the result of being killed in the line of duty, the City shall provide up to one (1) year of medical insurance for the amount of the premium only up to the amount specified in Section 1A of this Article. 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.

SECTION 3. LIFE INSURANCE. The City shall contribute the full premium towards a \$50,000.00 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 employees shall contribute to the plan. 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. The responsibility for

the maintenance and investment of the Trust funds rests solely with the Trust's Board of Trustees and the Association.

ARTICLE XVII

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 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(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 eleven percent (11%) of compensation earnable, on a pre-tax basis.

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, on a pre-tax basis.

- 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. Employee-paid PERS member contributions for all employees covered by this MOU shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code, to enable the employee's taxable income to be reduced by the amount of the employee-paid contribution.

SECTION 3. CALPERS 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.

SECTION 4. 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 (2%)	Standard	21329

ARTICLE XVIII

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 STANDARD. 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, Police Management and the City agree to the following:

A. Smoking and Vaping.

- 1) As a condition of employment, effective September 1, 1984, new employees shall refrain from smoking and vaping on duty. As a condition of employment, effective March 6, 1994, all 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. Police Management agrees to support the City-wide drug and alcohol program and will continue to enforce all City and inter-department policies regarding substance use.

ARTICLE XIX

TRAVEL EXPENSE ALLOWED

The City will provide reimbursement for employees who use a personal vehicle for City business, at the rate per mile provided under the current IRS guidelines.

ARTICLE XX

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

SECTION 1. ASSOCIATION DUES DEDUCTIONS. The City shall deduct Association dues and supplemental benefit payments from employee paychecks on a bi-weekly basis. The City shall process these deductions based on the information certified to be current by the association. The total amount of deduction shall be remitted by the City to the Association within ten (10) calendar days of each applicable payday.

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 members of the Police Management Association unit shall be granted eighty (80) hours per calendar year of cumulative leave (not 80 hours per member) from work to attend to Association related training, seminars, or other lawful association related business. Release time shall not be unreasonably withheld. The designated unit 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 calendar year to the next, provided that the total shall not exceed 160 hours.

ARTICLE XXI

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 including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- 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 proper cause in accordance with the provisions of procedures set forth in Departmental Disciplinary Procedure.
- M. To determine job classifications and to reclassify employees and to determine the assignment of new classifications to the bargaining unit.
- 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 MOU.

ARTICLE XXII

NO STRIKE

PROHIBITED CONDUCT

SECTION 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, 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 4, 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 4 above, Association Responsibility.

ARTICLE XXIII

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. BUSINESS DAYS. Business days mean calendar days, exclusive of Saturdays, Sundays, and legal holidays recognized by the City.

SECTION 3. 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 representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and 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 himself. Grievances shall be presented on City time.

SECTION 4. INFORMAL PROCESS. An employee must first attempt to resolve the grievance on an informal basis by discussion with the immediate supervisor without undue delay, or in no case, more than five (5) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts 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. The grievant is to state the remedy requested for the resolution of the grievance.

When, within five (5) business 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. At this point, the grievance hearing process becomes formal. Should the grievant fail to file a written grievance within ten (10) business days, as outlined under this Section (Section 4), the grievance shall be barred and waived. The written grievance shall include the remedy requested for resolution of the grievance.

SECTION 5. 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 ten (10) business days after receiving the grievance.

SECTION 6. FORMAL PROCESS, CITY MANAGER. If the grievance is not resolved in Section 5 above, or if no answer has been received from the Human Resources Director and Police Chief within ten (10) business 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 ten (10) business 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.

SECTION 7. 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 Public Employment Relations Board (PERB) 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 XXIV

MISCELLANEOUS

City employees are required to participate in the City's direct paycheck deposit program.

ARTICLE XXV

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 XXVI

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.

REST OF PAGE LEFT BLANK INTENTIONALLY.

ARTICLE XXVII
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 XXVIII
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 XXIX
**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.

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

REST OF PAGE LEFT BLANK INTENTIONALLY.

ARTICLE XXX
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 of Orange 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

City of Orange Police Management Association

Dated: _____

Dated: _____

By: _____
Will Kolbow, Assistant City Manager

By: _____
Stephen Elfelt, President

By: _____
Monica Espinoza, Human Resources Director

By: _____
Scott Trausch, Board Member

By: _____
Susan Galvan, Economic Development Manager

By: _____
Ray Winick, Board Member

By: _____
Cody Kleen, Human Resources Analyst II

By: _____
Aaron Towner, Board Member

Approved as to form:

By: _____
Gary A. Sheatz, City Attorney

APPENDIX A

CITY OF ORANGE POLICE MANAGEMENT ASSOCIATION 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	STEP H
Forensic Services Supv	609	7436	7816	8213	8633	9073	9535	9869	N/A
Police Captain	721	12999	13664	14359	15092	15862	16670	17254	N/A
Police Comm Manager	603	7217	7586	7971	8378	8806	9254	9578	N/A
Police Lieutenant	681	10648	11193	11762	12362	12993	13655	14475	14981
Police Records Manager	602	7181	7548	7931	8336	8762	9208	9531	N/A
Police Sergeant	639	8636	9078	9539	10026	10538	11075	11739	12150

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	STEP H
Forensic Services Supv	609	7436	7816	8213	8633	9073	9535	9869	N/A
Police Captain	725	13261	13939	14648	15396	16181	17006	17602	N/A
Police Comm Manager	603	7217	7586	7971	8378	8806	9254	9578	N/A
Police Lieutenant	685	10863	11418	11999	12612	13255	13930	14766	15283
Police Records Manager	602	7181	7548	7931	8336	8762	9208	9531	N/A
Police Sergeant	643	8810	9261	9731	10228	10750	11298	11976	12395

APPENDIX A

CITY OF ORANGE (Continued) POLICE MANAGEMENT ASSOCIATION 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	STEP H
Forensic Services Supv	613	7586	7974	8379	8807	9256	9727	10068	N/A
Police Captain	731	13664	14363	15093	15864	16673	17523	18136	N/A
Police Comm Manager	607	7362	7739	8132	8547	8983	9441	9771	N/A
Police Lieutenant	691	11193	11765	12363	12995	13657	14354	15215	15747
Police Records Manager	606	7325	7700	8091	8504	8938	9394	9723	N/A
Police Sergeant	649	9078	9542	10027	10539	11077	11641	12339	12771

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	STEP H
Forensic Services Supv	621	7895	8298	8720	9165	9633	10124	10478	N/A
Police Captain	739	14220	14947	15707	16510	17352	18236	18875	N/A
Police Comm Manager	615	7662	8054	8463	8895	9349	9825	10169	N/A
Police Lieutenant	699	11648	12244	12866	13524	14213	14938	15834	16388
Police Records Manager	614	7624	8014	8421	8851	9302	9776	10119	N/A
Police Sergeant	657	9448	9930	10435	10968	11528	12114	12841	13291