

# **CITY OF REEDLEY**



## **MEMORANDUM OF UNDERSTANDING**

### **LAW ENFORCEMENT UNIT**

**JULY 1, 2015 – JUNE 30, 2018**

LAW ENFORCEMENT UNIT

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APPENDIX “A” -Grievance Procedure

MEMORANDUM OF UNDERSTANDING

LAW ENFORCEMENT UNIT

JULY 1, 2015 – JUNE 30, 2018

1. RECOGNITION:

As provided in City of Reedley (hereinafter "City") Resolution No. 3013 dated February 7, 1978, City recognizes the Reedley Public Safety Employees Association (hereinafter "Association") as the representative of the employees in the Law Enforcement Unit (hereinafter "Unit") which consists of the following classifications:

Police Sergeant  
Police Corporal  
Police Officer  
Police Community Service Officer  
Police Senior Community Service Officer  
Police Dispatcher I  
Police Dispatcher II  
Police Animal/Environmental Control Officer  
Police Records/Communications Supervisor  
Police Records Specialist

2. TERM:

The term of this agreement shall commence July 1, 2015 and shall remain in effect until June 30, 2018, and also from year to year thereafter unless and until one of the parties fulfills the condition of Section 3, RENEGOTIATIONS.

3. RENEGOTIATIONS:

In the event either party to this agreement desires to negotiate a successor agreement, such party shall serve upon the other its written request to begin negotiations as well as its full and entire written proposals for a new agreement by March 15, of any contract year, or any year, in which event meeting and conferring shall commence no later than April 15 of that year. Either party reserves the right to renegotiate provisions set forth in Section 8. Organizational Security at any time during the term of this Agreement.

4. PAYDAYS:

Employees shall be paid bi-weekly on Friday for regular hours of work.

5. PROFESSIONAL DEVELOPMENT PROGRAM FOR SWORN EMPLOYEES:

**PURPOSE:** The purpose of the CITY OF REEDLEY Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of Police service for the community and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended to more effectively to prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening his/her educational background and exposure.

**GENERAL PROVISIONS:** Upon receiving a degree and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the included schedule will be permanently added to the Officer's base pay. In order to receive the Educational Incentive, an officer must have satisfactorily complete appropriate course requirements with a grade average of "C" or better.

**ELIGIBILITY REQUIREMENTS:** To be eligible for participation in the program, Police Officers must have met the following requirements.

1. Satisfactorily completed the entry-level probationary period and have attained regular status
  - a. Lateral officers with a minimum of 2 years of experience will be considered eligible upon satisfactorily completion of the FTO program.
2. Each Police Officer must be classified as a Police Officer, Police Corporal, or Police Sergeant.
3. The Police Officer must have received a degree from an accredited college or university and have been in a program which leads to an Associate or Bachelor's degree in a subject area approved by the Police Chief and City Manager.

POST Intermediate Certificate or A.A. Degree	4%
POST Advanced Certificate or B.A/B.S.	7%
POST Advanced Certificate and B.A./B.S.	10%

The incentive pays specified above are designed to increase in increments of 3% and do not compound.

RESPONSIBILITY and DUTIES: Each Officer participating in the program is responsible for informing the Chief of Police and the City Manager of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievements submitted through the Police Chief. If official transcripts, POST certificate or diploma are received by the City within 90 days of the end of the semester or POST certification program, the Educational Incentive will be retroactive to the first of the month following the end of the semester or POST certification program. If official transcripts, POST certificate or diploma are received by the City after 90 days from the end of the semester or POST certification program, the Educational Incentive will be effective the first day of the pay period following the receipt of the transcripts, POST Certificate or diploma.

**6. DEVELOPMENT PROGRAM FOR PROFESSIONAL STAFF EMPLOYEES**

GENERAL PROVISIONS: Upon receiving a degree, a salary increase based on the included schedule will be permanently added to the employee’s base pay. In order to receive the Educational Incentive, an employee must have satisfactorily complete appropriate course requirements with a grade average of “C” or better.

ELIGIBILITY REQUIREMENTS: To be eligible for participation in the program, Professional Staff employees must have met the following requirements.

1. Satisfactorily completed the entry-level probationary period and have attained regular status
2. Each employee must be classified as Police Community Service Officer, Police Dispatcher, Police Animal Control Officer, or Police Records Specialist.
3. The employee must have received a degree from an accredited college or university and have been in a program which leads to an Associate or Bachelor’s degree in a subject area approved by the Police Chief and City Manager.

Associate of Arts or Associate of Science Degree	4%
Bachelor of Arts or Bachelor of Science Degree	7%

The incentive pays specified above are designed to increase in increments of 3% and do not compound. If official transcripts or diploma are received by the City within 90 days of the end of the semester, the Educational Incentive will be retroactive to the first of the month following the end of the semester. If official transcripts or diploma are received by the City after 90 days from

the end of the semester, the Educational Incentive will be effective the first day of the pay period following the receipt of the transcripts or diploma.

7. RESIDENCY:

The City's residency requirement for Sworn Personnel shall be (1) hour response time as provided in the City's Resolution on Residency.

8. ORGANIZATIONAL SECURITY:

a. Neither the City nor the Association shall discriminate (except as allowed by law) against employees because of race, sex, color, handicap, creed or national origin. Neither the City nor the Association shall unlawfully interfere with, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or join, or refuse to participate or join, in the Association's lawful activities.

b. The Association has the right to represent its members before the City Council or advisory boards or commissions with regard to the enforcement of the wages, hours and working conditions or other matters within the scope of representation covered by this Agreement.

c. The City agrees that up to two (2) sworn employee representatives of the Association and one (1) from the non-sworn, no more than three overall are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters of employee/employer relations, or when engaged in activities that the parties mutually agree are in the shared interest of more harmonious relations on matters within the scope of representation.

d. The City agrees to deduct Association dues for employees covered by this agreement when authorized in writing by the individual employee concerned on forms acceptable to the City. It is further understood and agreed that the City shall not be required to deduct said dues or remit same to Association when any employee covered by this agreement requests in writing that City cease such deductions.

It is also agreed that the Association shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions

of this Section. It is further agreed and understood by the parties that dues deduction privileges as set forth in this article may be revoked by the City if the provisions of Section 25, PEACEFUL PERFORMANCE, are violated by the Association.

e. A bulletin board, of the size of 3 feet by 4 feet, or less, may be established and maintained by the Association at Association expense, at a mutually agreed upon location. The Association must keep said bulletin board in a neat and orderly appearance. It shall be maintained for the posting of only the following types of notices:

Association recreational and social activities;

Association elections;

Association appointments and results of Association elections; and

Association meetings.

All material posted on said bulletin board must (1) contain the date of posting, (2) contain the identity of the organization responsible for the posting, and (3) be removed within 31 calendar days of posting (except that material listing the names and telephone number of P.O.R.A.C. (Police Officers Research Association of California) and/or that material explaining available employee benefits need not be removed within said 31 day period).

The City shall not be responsible for maintaining or constructing said bulletin board. The City shall be held harmless by the Association and shall be indemnified by the Association for any liability incurred as a result of any physical or personal damage sustained by anyone due to either the condition and/or location of the board, or the contents of any publication placed thereon.

If the City objects to any posted material which is claimed to be inconsistent with the agreement, it shall notify the Association to remove the material within twenty-four hours. In the event the matter cannot be resolved between the City and the Association within this period, the material will be removed and a grievance may be taken directly to Level Four of the grievance procedure.

It is further agreed and understood by the parties that the above bulletin board privileges, as set forth in this Section, may be revoked by the City if the provisions of Section 25, PEACEFUL PERFORMANCE, are violated by the Association.

f. The Association may use City facilities for Association activities in accordance with City rules and regulations, provided that appropriate advance arrangements are made. It is

understood that the granting of such use may be conditioned upon appropriate charges to offset the costs of such use.

g. The City shall make copies of the City Council agenda and related material available to the Association on the same terms as apply to the public in general.

h. Upon reasonable advance request to the Chief of Police or the City Manager, reasonable access to employee work locations will be allowed officially designated Association representatives for the purpose of processing grievances or contracting members of the association concerning other lawful business within the scope of representation. Such access shall not be used to conduct solicitation for membership or other internal organizational business. Access shall be restricted so as not to interfere with the work or the normal operations of the department or with established safety or security requirements.

9. PHYSICAL STANDARDS PROGRAM:

HEALTH AND PHYSICAL FITNESS MAINTENANCE PURPOSE: Improved physical fitness should increase employee's health and longevity, boost energy levels, reduce the use of sick leave and medical services, and generally benefit all parties concerned. Accordingly, the City and the Association agree that it is the intent of the Health and Physical Fitness Maintenance program to promote employee health and wellness and that every sworn employee covered by this MOU should maintain at least the minimum physical standards described herein. Failure to meet health standards or otherwise maintain physical fitness in order to undertake the duties of the position held will result in disciplinary action, up to and/or including termination.

SUBJECTS FOR TESTING: The physical fitness testing will cover four areas:

1. Cardiovascular
2. Strength
3. Flexibility
4. Body Composition

TESTING PROCEDURE AND SCORING: An ongoing Joint Committee shall be established to: study methods of testing physical fitness and the frequency of such testing (not less than annually); determine specifically how fitness shall be measured in Reedley; and devise a scoring system which sets minimum health and fitness standards.

1. The Committee will be comprised of a total of three current Reedley Police Department employees; two (2) designated by RPOA and one (1) designated by the Police Chief. At

least one of the RPOA designated members will have successfully completed the fitness test in the last two years.

Scoring standards must recognize that an individual may achieve overall physical fitness even though he or she may fail to achieve a “passing” score in one particular area (or areas). Scoring standards should also be adjusted for age, sex, and, possibly, for other relevant factors.

The parties agree that, unless the Committee decides otherwise, the City shall adopt the California Peace Officers Standards & Training Physical Fitness Program (1993) standard of scoring fitness EXEMPLARY PHYSICAL FITNESS: Employees who pass the physical fitness test on the first attempt at the Gold Level shall have their choice of a lump sum of \$200.00 or ten (10) hours of paid leave “Fit Time”. Employees who pass the physical fitness test on the first attempt at the Silver Level will be paid a lump sum of \$150.00. Employees who pass the physical fitness test on the first attempt at the Bronze Level will be paid a lump sum of \$100.00.

- Fit Time hours must be taken consecutively. Fit Time hours must be used within twelve (12) months of receipt or the hours will be deleted. Request for use of Fit Time are subject to review and approval by the employee’s supervisor.

10. HOURS OF WORK:

a. The normal working schedule for full-time employees shall be ten (10) hours per day or forty (40) hours per week, or may be twelve (12) hours per day, three (3) days per week with one additional eight (8) hour make up day within the pay period, or other time accumulated during the pay week as defined by the City of Reedley to equal, forty (40) hours per pay week or eighty (80) hours in the pay period as determined by the Chief of Police and/or by the City Manager. The Chief of Police reserves the right to modify, change or adjust the schedule to a eight (8) hour a day five (5) day a week schedule in the event of an emergency or similar circumstances when staffing levels fall below certain levels that make it impossible to work the above shifts without consuming excessive amounts of overtime. Management will make every effort to maintain the 4/10 or 3/12 schedule and attempt to utilize available personnel resources within reason prior to reverting to a 5/8 schedule. The Chief of Police will make every effort to provide 14 days, or the equivalent of one pay period notice when a change from one schedule to another is expected to take place.

b. Scheduling Change Notification – Members will be notified of any change as to the start time of their shift within 7 days of the change otherwise 4 hours, or the equivalent of off duty call-back time, of the shift will be paid at the overtime rate. There are some exceptions to this such

as sick calls, emergencies, and family emergencies that do not allow for this time to be adhered to by management. This change will require a strict adherence to the department policy regarding requests for time off. Members understand that no time off for more than two (2) days will be approved if submitted less than 15 days in advance. However, the Chief of Police or designee may approve time off if submitted less than 15 days in advance.

c. As determined by the Police Chief and approved by the City Manager, represented employees who are assigned field duties which preclude them from taking a fully non-interruptible lunch (generally officers and sergeants) or dispatchers who may not leave their duty station, may be granted up to thirty (30) minutes per shift for lunch, said time which will be considered on duty and paid. Failure to receive a paid lunch period due to service demands shall not result in overtime compensation.

All other personnel shall be afforded a non-paid lunch hour as scheduled by the City.

d. At the discretion and pre-authorization of the Chief of Police or designee, employees may be allowed, on a case-by-case basis, to take a City vehicle to their residences for purposes including, but not limited to:

1. Transportation of arrestee(s) to County jail
2. Out of town training

11. OVERTIME:

All authorized time worked in excess of forty (40) hours per scheduled work shift shall be compensated at the rate of one and one-half (1½) times the employee's regular base hourly rate of pay, in accordance with the Federal Labor Standards Act. All paid leave time shall be considered as time worked for the purpose of this section. Overtime shall be computed to the nearest half hour. At the request of any employee eligible for overtime pay, the Chief of Police may provide that, in lieu of cash payment for any overtime, the employee may be allowed time off with pay at the rate of one and one-half (1½) hours for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Chief of Police. Employees may accrue up to eighty (80) hours at any one time.

12. MINIMUM CALL BACK/COURT TIME PAY:

An employee who:

- a. Is called back to work from home after completing his/her regular scheduled shift (plus overtime, if applicable); or
- b. Reports to an authorized Court appearance during a time-period defined in a., above: shall be assigned a minimum of two (2) hours work or two (2) hours of time, to be compensated as otherwise provided in this agreement.

An employee who is called back to work on his/her regular scheduled day off; or reports to an authorized Court appearance on his/her regular scheduled day off shall be assigned a minimum of four (4) hours work or four (4) hours of time, to be compensated as otherwise provided in this agreement.

An employee who is called back to work while on his/her previously scheduled vacation or compensatory time off (CTO) shall not have any vacation hours or CTO hours deducted for the day, or any portion thereof, upon which he/she was directed to be at work.

13. BILINGUAL INCENTIVE PAY:

An employee who demonstrates, to the satisfaction of the Chief of Police, that he/she possesses and retains skills necessary to communicate orally, as determined by the Chief of Police to be regularly useful to the Reedley Police Department, shall be compensated in the amount of seventy (\$70) dollars per month. An employee who demonstrates, to the satisfaction of the Chief of Police, that he/she possesses and retains skills necessary to translate and communicate, both orally and in writing, in a non-English language determined by the Chief of Police to be regularly useful to the Reedley Police Department, shall receive incentive pay of eighty five (\$85) dollars per month.

14. SPECIALTY PAY:

a. Sworn employees while actively assigned by the Police Chief to Detective, Detective Sergeant, School Resource Officer, Motor Officer, or K-9 Officer positions shall receive Specialty Pay of an additional Five percent (5.0%) per month compensation beyond their regular base salary as set forth in the salary resolution adopted by the City Council. The only instance

where Police Sergeants shall be eligible for Specialty Pay is when assigned to the position of Detective Sergeant. Only one Sergeant may receive Specialty Pay for assignment as Detective Sergeant.

b. Sworn employees designated and assigned by the Police Chief as Field Training Officer and only while actively training a recruit or on assignment as an Officer in Charge shall receive Specialty Pay of an additional five percent (5%) per hour compensation beyond their regular base salary as set forth in the salary resolution adopted by the City Council. Sergeants shall not be eligible for this Specialty Pay.

c. Non-Sworn employees assigned by the Chief of Police to the Victim Services Unit and Crime Scene Investigation shall receive Specialty Pay of an additional five percent (5.0%) per month compensation beyond their regular base salary as set forth in the salary resolution adopted by the City Council. No more than one (1) non-sworn employee may receive this Specialty Pay when assigned to the Victim Services Unit.

d. Employees on a leave of absence, with or without pay, in excess of 90 days, shall have their specialty pay temporarily suspended until such time as they return to work in an active work status. For the purposes of this section only, a leave of absence shall be defined as a leave for any reason, extending beyond 90 calendar days, including discretionary leave for non-FMLA-CFRA-PDL situations.

e. Sworn employees shall receive Court Standby pay in the amount of \$1,000 to be paid once annually on the first regular pay date in December.

f. Non-Sworn employees shall receive Court Standby pay in the amount of \$500 to be paid once annually on the first regular pay date in December.

15. LEGAL HOLIDAYS:

Legal holidays to be observed by employees unless such employees are required to be on duty are:

New Year's Day, January 1;

Washington's Birthday, third Monday in February;

Memorial Day, last Monday in May;

Independence Day, July 4;

Labor Day, first Monday in September;

Veteran's Day, November 11;

Thanksgiving Day, fourth Thursday in November;

Christmas Day, December 25;

Two (2) floating holidays per fiscal year which must be requested thirty (30) days in advance and are subject to approval by the Chief of Police, the parties expressly recognizing that one (1) of these floating holidays is in lieu of Martin Luther King's observance day;

Employee's Birthday.

An employee is entitled to the observance of his/her Birthday as a holiday. The holiday may be taken at any time in the calendar year when work requirements of the department permit.

If a holiday falls on an employee's regularly scheduled work day, and he/she is required to work, he/she shall be entitled to his/her regular pay plus holiday pay computed pursuant to Section 13, OVERTIME, or time off in lieu thereof, or credited with equal additional vacation leave, this determination to be made by the Chief of Police.

If a holiday falls on an employee's regularly scheduled day off, and he/she does not work he/she shall be entitled to regular pay for the pay for that day, or time off in lieu thereof, or credited with equal additional vacation leave, this determination to be made by the Chief of Police.

"Holiday hours" shall be paid for "holiday hours" actually worked; for example, if an officer works six (6) hours on the holiday and takes two (2) hours off, he/she shall receive holiday pay at 2½ times straight pay for the six (6) hours worked, and shall receive straight pay for the two (2) hours taken off.

16. VACATION LEAVE:

Vacations shall be earned on the following basis for full-time employees:

- Twelve (12) days (96 hours) per year for the first two (2) years.
- Thirteen (13) days (104 hours) per year beginning with the third (3rd) year.
- Fourteen (14) days (112 hours) per year beginning with the fourth (4th) year.
- Fifteen (15) days (120 hours) per year beginning with the fifth (5th) year.
- Sixteen (16) days (128 hours) per year beginning with the sixth (6th) year.

- Seventeen (17) days (136 hours) per year beginning with the seventh (7th) year.
- Eighteen (18) days (144 hours) per year beginning with the eighth (8th) year.
- Nineteen (19) days (152 hours) per year beginning with the ninth (9th) year.
- Twenty (20) days (160 hours) per year beginning with the tenth (10th) year.

In computing vacation leave earned, only those months shall be counted during which an employee has worked half or more of his/her regular work days.

Vacation leave may be taken as earned, subject to the approval of the Chief of Police who shall schedule vacations so as to meet the operating requirements of the department; provided that vacation leave shall not be granted to employees with less than one full year of continuous service.

1. Employees may accrue vacation leave to a maximum cap of 240 hours.

In order to prevent the loss of vacation leave beyond the maximum, employees should regularly monitor their leave balances and submit time off requests in accordance with the guidelines set forth in 11(b) of this Agreement.

Temporary and part-time employees shall not be entitled to vacation leave.

Regular employees, who have completed one or more years of service shall, upon leaving the City's service in good standing, be compensated for vacation leave accrued to the date of separation.

17. VACATION BUY- BACK:

Effective after July 1, 2009, employees may have up to forty (40) hours of vacation accrual bought back by the City. Employees are limited to one (1) buy-back per fiscal year, not to exceed 40 hours. The employee must have a balance in their accrued account of at least 160 hours after the buy-back. Employees wishing to participate in this benefit must provide the City with at least (14) days advance written notice.

18. SICK LEAVE:

Sick leave with pay shall be granted to regularly employed, full-time employees at the rate of one working day for each completed month of service. Such leave shall be computed on a calendar year basis. Unused sick leave shall be accumulated without limit. Sick leave used shall be deducted from accrued sick leave.

As an incentive to accrue sick leave, the parties recognize that the City has added sick leave conversion to its PERS contract which allows conversion of accrued but unused sick leave service credit upon retirement as provided by law.

Sick leave shall not be considered as a right which an employee may use at his discretion, but rather as a privilege which shall be allowed only in case of personal sickness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness within the immediate family. No more than six (6) working days in any calendar year may be taken as sick leave because of illness within the immediate family.

In order to be granted sick leave with pay, an employee must meet the following conditions:

a. Notify his/her immediate supervisor not later than four (4) hours prior to the beginning of the scheduled workday of the reason of absence.

b. Permit such medical examination, nursing visit or inquiry which the City deems desirable.

c. File a written request for such sick leave on the form and in the manner to be prescribed and submit, where reasonable and if requested by the Chief of Police, a medical certificate signed by a physician stating the kind and nature of his sickness or injury, that the employee has been incapacitated for work for the period of absence and that he is again physically able to perform his duties.

Employees serving a probationary period on an original appointment shall accrue sick leave in accordance with the provisions of this section; provided that no sick leave with pay shall be granted such employee until completion of six (6) months of service. Temporary and part-time employees shall not be entitled to sick leave privileges.

In computing sick leave taken, all employees shall be charged one day sick leave for each day not worked because of illness. Falsely claiming sick leave for any purpose may be cause for discipline, per established Department policy.

19. GRIEVANCE PROCEDURE:

The Grievance Procedure for this unit is set forth in Appendix "A", attached.

20. UNIFORM ALLOWANCE:

a. Sworn classifications represented by the Association will earn uniform allowance at the annual rate of \$1000 per year, payable in a once-annual installment.

b. Non-sworn classifications, regularly and primarily assigned the Police Station or office functions, will earn uniform allowance at the rate of \$800 per year, payable in a once-annual installment.

c. If this provision is continued in subsequent years, it is understood that uniform allowance is paid prospectively and will be prorated for any portion of the 12 month period during which an employee was not employed, or was on leave of absence without pay, or was on disability leave for 30 or more consecutive calendar days, or was on probation. The following proration shall apply:

Month 1 of the fiscal year - \$1,000 for sworn, \$800 for non-sworn.

Each consecutive month following shall be decreased by an amount of \$64.00 for sworn and \$44.00 for non-sworn each month after the first month. Month 11 shall receive the minimum amount of \$360.00. At Month 12, no allowance will be given.

d. The City agrees that all employees hired subsequent to the adoption of this MOU will be provided with the first uniform issue at no cost to the employee, and will become eligible for future uniform allowances pursuant to subsection c, above.

e. The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "New Members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

21. HEALTH COVERAGE:

a. Medical Coverage - City shall maintain medical coverage and shall pay the average of the two lowest premium plans of the employee and qualified dependent care premiums.

b. Vision Coverage - City shall maintain a vision plan, and shall pay one hundred percent (100%) of employee and qualified dependent premiums.

c. Dental Coverage - City shall maintain dental coverage, and shall pay one hundred percent (100%) of employee and qualified dependent premiums.

d. Long-Term Disability Coverage - City shall maintain long-term disability coverage, and shall pay one hundred percent (100%) of the employee coverage premium. Such Plan shall be maintained throughout the term of this agreement.

e. Life Insurance Coverage - The City shall provide life insurance coverage of \$25,000 for each bargain unit employee and shall pay 100% of the employee coverage premium. Such coverage shall be maintained throughout the term of this agreement.

f. Cash-In-Lieu of Benefits Option - Employees may voluntarily enroll in the Cash-In-Lieu of Benefits program if they have alternative medical, dental, or vision coverage not provided by the City. Employees will receive monthly in-lieu payments as taxable income and reflected in withholding contributions on their paycheck. Employees may be eligible to re-enroll in City benefit plans only during the Open Enrollment period or within 30 days of: Family Unit change due to marriage, birth, or adoption; Loss of other coverage; Court or administrative order; Reemployment after Military service. Cash-in-Lieu amounts will be set at \$300.00 per month for medical, \$40.00 per month for dental, and \$10.00 per month for vision coverage. Employees must re-enroll and show proof of alternative coverage annually. The City reserves the right to discontinue the program. Employees will be notified at minimum, 30 days prior to Open Enrollment should the program be discontinued or amended.

22. SALARIES:

Sworn Safety Positions:

- a. Effective July 1, 2015, all Sworn/Safety classifications shall receive a 4.50% cost of living adjustment.
- b. Effective July 1, 2016, all Sworn/Safety classifications shall receive a 4.50% cost of living adjustment.
- c. Effective July 1, 2017, all Sworn/Safety classifications shall receive a 4.50% cost of living adjustment.

Non-Sworn Miscellaneous Positions:

- d. Effective July 1, 2015, all Non-Sworn/Miscellaneous classifications shall receive a 4.50% cost of living adjustment.
- e. Effective July 1, 2016, all Non-Sworn/Miscellaneous classifications shall receive a 4.50% cost of living adjustment.
- f. Effective July 1, 2017, all Non-Sworn/Miscellaneous classifications shall receive a 2.50% cost of living adjustment.

23. PUBLIC EMPLOYEES RETIREMENT SYSTEM:

a. AB 340 created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member as per PEPRA. Employees defined as **Classic members'** shall continue to have a 3% @ Age 55 Safety Police retirement package for sworn members, and 2.0% @ Age 55 Miscellaneous retirement package for non-sworn members with the California Public Employees Retirement System (CalPERS). Classic members are defined by CalPERS as having been a member of CalPERS or a reciprocal system prior to January 1, 2013.

b. The City shall continue to pick up each Classic member's contribution up to the PERS maximum of approximately nine (9.0%) percent for sworn members, and seven (7.0%) percent for non-sworn members, of those wages subject to such contribution. This pick up shall

be subject to the gradual phase-in of member paid pension contributions per the schedule shown below. The “pick up” shall not be wages, but shall be pursuant to Internal Revenue Code Section 414(h) (2) and shall be paid to the credit of the employee’s account. Employees shall pay their own share of Social Security.

c. Sworn Safety Positions:

- i) Effective July 1, 2015, all Classic Sworn/Safety classifications shall pay 3.0% of CalPERS pensionable wages by pre-tax payroll deduction.
- ii) Effective 1, 2016, all Classic Sworn/Safety classifications shall pay 6.0% of CalPERS pensionable wages by pre-tax payroll deduction.
- iii) Effective 1, 2017, all Classic Sworn/Safety classifications shall pay 9.0% of CalPERS pensionable wages by pre-tax payroll deduction.

Non-Sworn Miscellaneous Positions:

- i) Effective July 1, 2015 all Non-Sworn/Miscellaneous classifications shall pay 3.0% of CalPERS pensionable wages by pre-tax payroll deduction.
- ii) Effective July 1, 2016, all Non-Sworn/Miscellaneous classifications shall pay 6.0% of CalPERS pensionable wages by pre-tax payroll deduction.
- iii) Effective July 1, 2017, all Non-Sworn/Miscellaneous classifications shall pay 7.0% of CalPERS pensionable wages by pre-tax payroll deduction.

d. Beginning January 1, 2018, public agencies that have collectively bargained in good faith and completed impasse procedures (including mediation and fact finding) will be able to unilaterally require classic members to pay up to 50% of the total normal cost of their pension benefit, up to an 8.0% contribution rate for miscellaneous members and 12.0% contribution rate for safety members.

e. New members shall have either a 2.7% @ Age 57 Safety Police or a 2.0% @ Age 62 Miscellaneous retirement package with CalPERS, shall have a 3 year final compensation period, and shall be responsible for payment of their member contribution rate as a percentage of payroll. The initial New member percentage of 11.50% for Safety Police or 6.25% for

Miscellaneous of reportable compensation is currently set by the actuarial assumptions used in the Actuarial Cost Analysis of AB 340, and may change over time if the total normal cost for new members fluctuates by more than one (1) percent over the estimated initial normal cost rate of 23.0% of payroll. (The employer contribution rate has also been initially set at 11.50% and 6.25% of reportable compensation, depending on if Safety Police or Miscellaneous retirement package.)

f. CalPERS will review the New member rate once a year when the actuarial valuation of the City's plan is performed. Should CalPERS revise the member contribution rate at any time, the City shall have no choice but to comply by adjusting contribution rates of New members. All New member contributions shall be deducted on a pre-tax basis in accordance with applicable laws and regulations.

24. PEACEFUL PERFORMANCE:

Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall incite, encourage, or participate in any strike, walkout, slowdown, speedup, or other work stoppage during the life of this agreement for any cause or dispute whatsoever, either with the City, the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents, and representatives shall do everything within their power to end or avert the same. Violation hereof will subject any violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this article, shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

25. CITY RIGHTS:

The City retains the exclusive right, subject to and in accordance with applicable laws, and the provisions of this Memorandum of Understanding, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer, lay off and assign employees; (c) to classify employees in accordance with applicable ordinances or other provisions or Sections of this Memorandum; (d) to discipline employees in accordance with applicable ordinances and other provisions or Sections of this Memorandum; (e) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency.

In addition, the City specifically retains all the exclusive rights, subject only to the provisions of this Memorandum of Understanding, to take whatever actions and set whatever policies it deems appropriate.

26. NO LOCKOUT:

During the term of this agreement, and subject to full performance thereof the City agrees that it will not lockout or otherwise unlawfully prohibit the peaceful performance of the work of employees in this unit.

27. MAINTENANCE OF BENEFITS:

All other economic and monetary benefits for this unit set forth in written rules and regulations of the City or the Police Department shall be maintained on the same terms and conditions for the duration of this agreement.

28. FULL UNDERSTANDING:

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to meet and confer, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, except as provided by law, or limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of that right are set forth in this agreement.

The parties agree, therefore, that for the term of this Agreement, except as provided in Section 3, RENEGOTIATIONS, neither party shall be required to negotiate further with respect to any subject or matter, whether referred to or not in this agreement.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this agreement; and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

29. PROVISIONS OF LAW:

It is understood and agreed that this agreement is subject to all current and future applicable Federal and State laws. If any part of this agreement is in conflict with or inconsistent with the above applicable laws or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part shall be suspended or superseded by such applicable law and the remainder of this agreement shall not be affected. In the event of any such invalidity or unenforceability of an Article or Section of this Agreement, the City and Association agree to meet within 30 days for the purpose of re-negotiating regarding said Article or Section.

30. RESOLUTION OF CONFLICTS:

It is agreed by the parties to this agreement that any conflict between any Section or part thereof of this agreement and any City or departmental rule, regulations, ordinance, resolution, or procedural practice existing as of the date of this agreement or adopted thereafter shall be resolved in favor of the provisions contained in this agreement.

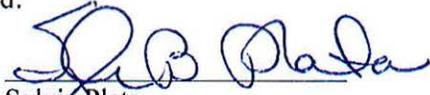
Date of Execution: June 22, 2015  
CITY OF REEDLEY ("City")

By:   
\_\_\_\_\_  
Nicole R. Zieba  
City Manager

REEDLEY PUBLIC SAFETY  
EMPLOYEES ASSOCIATION  
("Association")

By:   
\_\_\_\_\_  
Silvestre I. Martinez  
President

Attested:

By:   
\_\_\_\_\_  
Sylvia Rlata  
City Clerk

## GRIEVANCE PROCEDURE

### A. Policy Statement

Employees are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager in charge of personnel.

### B. Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all employees to follow these procedures to settle their grievances.

### C. Definition of Terms

As used in this Procedure, the following words shall have the designated meanings:

1. **Grievance:** A grievance is a timely good faith complaint of one or a group of employees or a dispute between the City and Association involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding.
2. **Employee:** A City employee in the unit covered by this agreement.
3. **Conferee:** A conferee is a fellow employee or Association representative who at the request of the employee or City Manager is invited to participate in grievance conference.
4. **Aggrieved Party:** Aggrieved party is the employee or group of employees making the claim.
5. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

### D. Implementation Procedure

#### 1. Level One - Oral Discussion with Immediate Supervisor

An aggrieved party shall promptly orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

#### 2. Level Two - Personal Conference upon Written Claim with Immediate Supervisor

An aggrieved party may then submit his grievance in writing to his immediate supervisor not later than 5 days of its occurrence. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- a. A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- b. A description of the general and specific grounds for the grievance.
- c. A listing of the specific actions and events alleged to be in violation of these articles. All persons involved (including witnesses) shall be named, stating times, places, and events in which each person named was involved.
- d. A statement of the reasons why the specific actions identified above are in violation of these Articles.
- e. A listing of the specific actions which the aggrieved employee believes would best remedy his grievance at this level and at all subsequent levels.

The employee shall receive a written response to his grievance at this level and at all subsequent levels.

**3. Level Three - Personal Conference with Department Head**

An aggrieved party may appeal the Level Two decision to his department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two Claim. It shall not be necessary to re-write the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the department head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with his department head, he must then file a written appeal with the City Manager within 5 days of the response from his department head.

**4. Level Four - Appeal to the City Manager**

An aggrieved party may appeal the decision made at Level Three to the City Manager or his designee within 5 days after the response provided at Level Three. The following then applies:

- a. A copy of the grievant written appeal shall be sent by the aggrieved party to the persons who rendered previous decisions, that is, his immediate supervisor and the department head.
- b. The appeal shall be in writing and shall include the same information as described for the Level Two claim. The completed form supplied by the City shall satisfy this requirement.
- c. The City Manager has the option of either rendering a decision or referring the appeal directly to a board of review. If he elects to render a decision, he shall investigate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee.
- d. The City Manager shall communicate his decision in writing together with supporting reasons to the grievant.

5. **Level Five - Advisory Arbitration**

- a. The appeal shall be in writing and should include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request and said request shall be accompanied by a copy of the written claim filed at Level Two and subsequent Levels.
- b. Upon receipt of the request, the City Manager in charge of personnel shall direct the board of review to conduct an investigation and review.
- c. The board of review shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- d. After studying the documentary evidence, the board of review shall conduct such hearings as it deems necessary. At least two days notice of any scheduled hearing should be given.
- e. At the conclusion of the hearing, the chairman of the board of review shall submit the board's written report to the City Manager and the aggrieved party.
- f. A board of review shall be made up of three members. One shall be selected by the City and one shall be selected by the Association. These two representatives shall select a recognized arbitrator to serve as Chairman from a list of names provided by the California State Mediation and Conciliation Service.

## 6. Level Six - Appeal to the City Council

Any of the parties involved in the grievance procedure may appeal the decision of the board of review to the City Council within 10 days from receipt of the board of review findings. The decision of the City Council shall be final and conclusive, and handled in the following manner.

- a. Disposition of records. The City will keep a tape recording of the proceedings and will provide a summary to the parties involved. If any party wishes a verbatim transcript of that recording that party is responsible for costs incurred.
- b. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential. The file shall be open to the parties involved.

## E. General Provisions

To facilitate the grievance procedure the following provisions shall apply:

1. Any party to a grievance may at any point in the process outlined have a conferee.
2. Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
3. Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint and that commonly accepted principles of ethical conduct be observed at all times.
4. All proceedings at any level shall be kept private and confidential and any deposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or deposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an open hearing before the Council. Decisions that have City-wide implications shall be communicated to all affected personnel in an objective and impersonal manner.
5. A written record of all proceedings shall be kept by the parties involved beginning with Level One. Such signing shall not necessarily indicate agreement to the factual content.
6. Costs and expenses necessarily incurred by retention of the third party Chairman at Level Five of the grievance procedure shall be borne jointly by the City and the Union.
7. By mutual written agreement, the time limit at any Level can be extended.
8. The board of review shall not have the authority to make any finding contrary to the written policies of the City.