

MEMORANDUM OF UNDERSTANDING
BETWEEN

CITY OF CLEARLAKE
AND
MIDDLE MANAGEMENT ASSOCIATION

COVERING THE PERIOD OF

JULY 1, ~~2023~~-2024

THROUGH

JUNE 30, ~~2024~~2026

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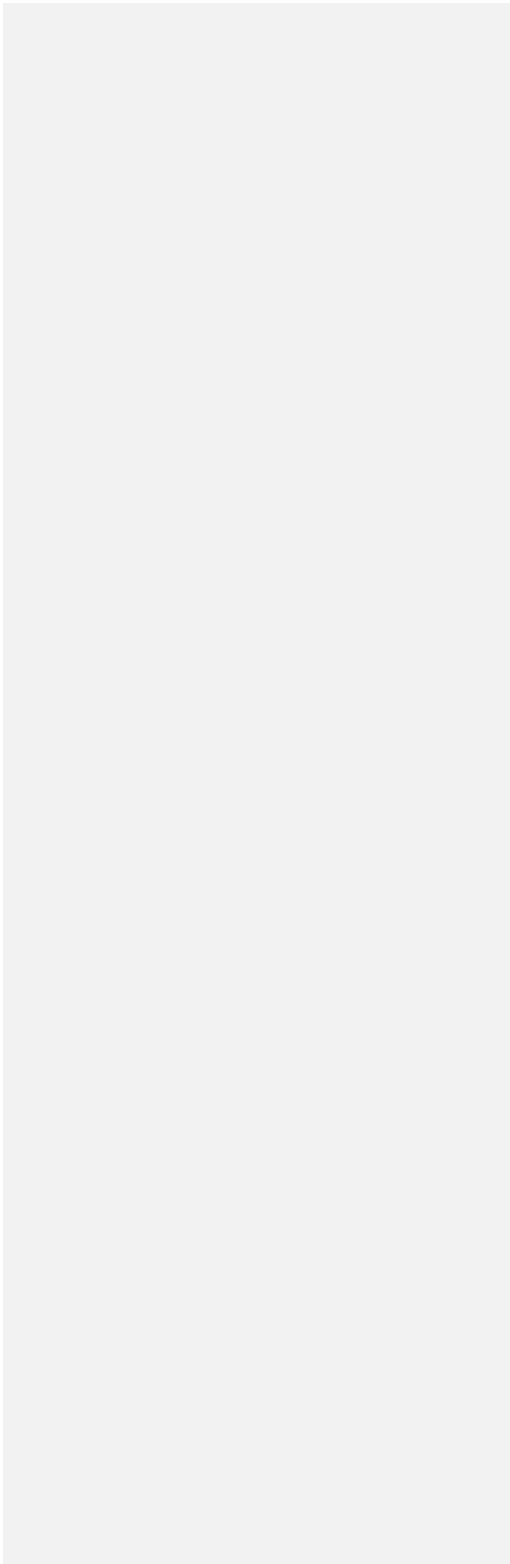
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ARTICLE I GENERAL PROVISIONS

Section 1.0 Preamble

This Memorandum of Understanding (hereinafter referred to as MOU or Agreement, interchangeably) has been prepared pursuant to California Government Code Sections 3500 et seq, the City of Clearlake Personnel System Rules and Regulations Resolution (No. 81-40), and the City of Clearlake Employer-Employee Organization Relations Resolution (No. 83-40), which are hereby incorporated by reference. This Agreement has been made and executed by the Clearlake Middle Management Association (hereinafter referred to as "Association") and the Employee Relations Officer of the City of Clearlake (hereinafter referred to as "City") and satisfies the City's duty to meet and confer with the Association.

The parties have met and conferred in good faith regarding the terms and conditions of employment for members of the Association, and having reached agreement as herein set forth, agree to submit this MOU to the City Council with the joint recommendation that the City Council adopt its terms and conditions and take such action as may be necessary to implement its provisions.

Section 2.0 Purpose

It is the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between the management of the City and the Employees covered by the provisions of this agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

Section 3.0 Recognition

The City acknowledges the Association as the Exclusively Recognized Employee Organization representing the permanent employees occupying job classifications set forth in Exhibit A.

Section 4.0 Employee Rights and Responsibilities

Association members shall be free to participate in Association activities without interference, intimidation or discrimination in accord with State

and City rules and regulations. Association rights and responsibilities include:

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- 4.1 The right to represent its members before the City Council with regard to wages, hours and working conditions.
- 4.2 The right of reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- 4.3 The right to reasonable time off without loss of compensation or benefits when meeting and conferring with management representatives on matters relating to wages, hours and working conditions.
- 4.4 The right of reasonable use of City facilities for Association activities, provided that appropriate advance arrangements are made and applicable costs to the public are borne by the Association.
- 4.5 The right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the City or with safety and security requirements of the Police Department.
- 4.6 The right to maintain a bulletin board in an area readily accessible to Association members.
- 4.7 The right to have payroll deductions made for payment of Association dues, subject to written request of each individual Association member.
- 4.8 The right to recommend changes to the Personnel System and Personnel Rules and meet and confer on changes thereof.

Section

5.0 Management Rights and Responsibilities

The City shall reserve and retain the sole and exclusive right, whether exercised or not, to administer, manage and operate its municipal services and the work force employed to perform those services. Management rights and responsibilities include:

- 5.1 The right to determine the organization of the City government and the purpose and mission of its constituent parts.

- 5.2 The right to set standards of service and levels of staffing for both routine services and emergency operations.
- 5.3 The right to determine the type and kind of goods and services to be made, purchased and contracted for.
- 5.4 The right to determine the methods of financing municipal services.
- 5.5 The right to administer the Personnel System in accord with Ordinance No. 10, the Personnel Rules and Regulations, the Employer-Employee Organization Relations Resolution and this MOU.
- 5.6 The right to assign work and direct employees.
- 5.7 The right to establish and implement rules, regulations, policies and procedures related to efficiency, productivity, performance, personal appearance, codes of conduct and safety and to require compliance therewith.

ARTICLE II WAGES AND BENEFITS

Section 1.0 Pension Benefits

1.1 Retirement Contribution – Miscellaneous Members:

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS¹) non-sworn unit employees shall be provided the benefit of the Miscellaneous Member 2%@55 retirement formula.

“Classic” non-sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution, which is currently 7%.

“PEPRA” non-sworn employees (employed by the City or other eligible public agency on or after January 1, 2013 as defined by CalPERS) shall be provided the benefit of the Miscellaneous Member 2%@62 retirement formula.

¹ Defined by CalPERS as of finalization of this MOU as an employee who “Joined CalPERS prior to January 1, 2013, but are hired by a different CalPERS employer following a break in service of less than six months on or after January 1, 2013. However, if this definition is lawfully changed, any such change would control. (Rev. 2021)

|

“PEPRA” non-sworn employees represented under this MOU shall pay 100% of employee’s share of the PERS contribution, which is currently 6.25%.

1.2 **Retirement Contribution - Safety Officers:**

“Classic” (Employed by the City or other eligible public agency prior to January 1, 2013 as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 3%@50 retirement formula.

“Classic” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System (PERS) contribution for Safety Members, which is currently 9%.

“PEPRA” (Employed by the City or other eligible public agency on or after January 1, 2013, as defined by CalPERS) sworn unit employees shall be provided the benefit of the local Safety Members 2.7%@57 retirement formula.

“PEPRA” sworn employees represented under this MOU shall pay 100% of the employee’s share of the Public Employees Retirement System(PERS) contribution for Safety Members, which is currently 12%.

1.3 **Unused Sick Leave Conversion:**

The City’s contract with the California Public Employees Retirement System (CalPERS) will allow unit employees to convert unused sick leave to service credit upon retirement.

Section 2.0 Probationary Period

2.1 Length of Probationary Period

All unit employees shall serve a probationary period of twelve (12) full calendar months.

An employee's probationary period may be extended by the Chief of Police by providing advance written notification to the employee.

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Section 23.0 Salary Adjustment and Longevity Pay

23.1 Salary Adjustment

Effective the first full pay period after July 1, ~~2023~~2024, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

Effective the first full pay period after July 1, 2025, all unit members will receive a three percent (3%) cost of living adjustment (COLA) increase.

~~Effective the first full pay period after July 1, 2023, and retroactive to the first full pay period after January 1, 2023, all Sergeants shall receive an additional 2.8% market adjustment. The retroactive payment shall be processed as soon as feasible for the Finance Department after July 1st.~~

Further, the City recognizes the intent and purpose of maintaining a minimum of 5% salary separation between the rank of police officer and sergeant classification.

2.2 Working Group:

~~City and the bargaining unit shall cooperate in the establishment and operation of a working group comprised of City representatives as well as one or more representatives from each City bargaining unit.~~

~~a) This working group will meet at least monthly, commencing upon an agreed-upon date in the first week of September 2021 and continuing thereafter at least once per month.~~

~~b) This working group will discuss and, if possible, agree upon a plan for the conversion of existing specialty pays to a sum to be applied to base pay for all classifications and ranks, or such other concepts which may be identified by the working group and which if adopted would go to the objective of eliminating specialty pays and increasing the across the board base rate for City employees by the realignment of existing pay.~~

23.2 Longevity Pay

City will provide a longevity payment to all sworn and non-sworn unit employees based on the following schedule (applies only to continuous service at the City of Clearlake):

Completion of Years of Service	% of Salary Longevity Payment
5	1.0%
6	2.0%
7	3.0%

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8	4.0%
9	5.0%
10	6.0%
11	7.0%
12	8.0%
13	9.0%
14	10.0%
15	11.0%
<u>16</u>	<u>12.0%</u>
<u>17</u>	<u>13.0%</u>
<u>18</u>	<u>14%</u>
<u>19</u>	<u>15.0%</u>
<u>20</u>	<u>16.0%</u>

Sworn employees that continue City service beyond their eligible retirement age, shall receive an additional 2% longevity pay for each year of service completed after eligible retirement age, effective annually on the first full payroll date after the sworn employee’s anniversary date.

Section 4.03-0 Medical/Dental and Life Insurance

3.1

4.1 Health Insurance Plan

The City shall provide a Medical/Dental/Vision Plan for unit employees and their dependents. The medical plan shall be offered by Operating Engineers Local No. 3 with individuals paying the associate membership fee.

The City shall be responsible for 80% of the monthly premium and the employee will be responsible for the remaining 20%.

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3.2 4.2 Waiver of participation

In addition to the above provisions of this section, employees who elect to waive participation in the City's health insurance program due to participation in a spouse's insurance program or private health insurance plan shall, upon written request to waive said participation and proof of alternative health insurance coverage, shall receive from the City the equivalent of 50% of the City's contribution toward the employee's health insurance plan.

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4.3 Employee Spouses/Dependents Not Eligible for "Opt-Out"

For City medical plans, when a unit employee is the spouse or dependent of another benefited City employee, the affected employees shall have the option of:

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- a) Individual coverage; or
- b) One (1) employee may select a plan and list the spouse/dependent as a dependent.

A unit employee, who becomes eligible for "opt-out" compensation, or who is covered as the dependent of a City employee in the City plan is eligible for "opt-out" compensation. Unit employees may not both insure each other or the same dependents.

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4.4 Proof of Coverage/Waiver of City Liability

Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof of the following:

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- a) The unit employee is not receiving Medicare or Medical.
- b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
- c) The unit employee has coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

4.5 Opt-Out Cash Value (Non-PERSable)

Effective July 1, 2024, all unit employees electing to opt out will receive the taxable cash (non-PERSable) payment payable in two equal amounts and added to the first and the next subsequent paycheck of each month.

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Employees may elect to have this amount deposited into a deferred compensation account or other pre-tax program offered, or approved by the City, or the employee may elect to receive this amount as a cash medical-opt out taxable benefit.

4.6 Re-enrollment in City Health Plan

After electing the Opt-Out provision, a unit employee and their dependents who later request to re-enroll under the City plan can only do so after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.

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A qualifying event shall be defined as set forth in the OE3 Trust Fund medical plan and the Health Insurance Portability and Accountability Act of 1996, a copy of which is available to unit employees in the Administrative Services Department. Examples include, but are not limited to:

- a) New marriage
- b) New dependent(s)

- c) Birth of a child
- d) Adoption or placement for adoption
- e) Loss of spouse's coverage

3-3 4.7 Alternative Health Insurance Plan

Further, the parties agree to work mutually toward seeking health and benefit plans which are acceptable to both parties, including counseling services provided by an independent contractor.

If an alternative Health Insurance Plan is identified by either party during the term of this agreement, the City and Association agree to re-open negotiations for the sole purpose of re-negotiating the City and employee levels of contribution and implementation of the plan.

Both parties agree to the importance of finding an alternative Health Insurance Plan that will save both the employee and the City money.

3-4 4.8 Life Insurance²

The City shall provide a \$50,000 Life Insurance Policy for each non-sworn and sworn employee, and an additional \$100,000 policy as a line of duty benefit for sworn employees, with the option for each unit employee to purchase additional coverage.

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² Rev. 2021

Section 4-05.0 Attendance Leave and other Benefits

~~4.1~~

5.1 Sick Leave

Every full-time regular employee and probationary employee shall earn sick leave accrual at the rate of eight (8) hours per month, or major fraction thereof. Permanent part-time employees shall earn sick leave at a ratio of their hours to full time positions.

After 10 years of service to the City of Clearlake, and if the full-time employee maintains a balance of at least 500 hours of sick leave, the monthly accrual shall increase to a rate of sixteen (16) hours per month, or major fraction thereof. This accrual shall not be eligible for the sick leave incentive program as outlined in Section 2-7.19 of the City of Clearlake Employee Handbook.

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~~4.2~~ **5.2 Illness while on vacation leave**

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

- a. Immediately upon return to duty, the employee submits to the appointing authority a written statement signed by the employee's physician citing the nature and dates of the illness.
- b. The appointing authority recommends, and the personnel officer approves the granting of such sick leave.

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~~4.3~~ **5.3 Holidays while on sick leave**

Observed holidays occurring during sick leave shall not be counted as a day of sick leave, except for employees receiving holiday pay.

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Section 6.05-0 Bereavement Leave

An employee shall receive forty (40) hours bereavement leave due to the death of his or her parent, stepparent, mother-in-law, father-in-law, spouse, child, step child, adopted child, grandchild, grandparent, sister, brother, sister-in-law, brother-in-law, or the death of any person residing in the immediate household of the employee at the time of death.

Section 7.06-0 Vacation Leave

~~7.6-1~~ **Vacation Accrual**

Every full time regular and probationary employee shall earn vacation leave with pay as follows:

After Years of Service	Vacation Hours per Year
0	88
1	92
2	96
3	100
4	104
5	108

6	112
7	116
8	120
9	124
10	128
11	132
12	136
13	140
14	144
15	148
16	152
17	156
18	160
19	164

6-2 7.2 Maximum Vacation Leave Accrual:

An employee may accumulate unused vacation leave up to a maximum of twice the number of days due annually. Under extraordinary circumstances and when the best interest of the City so requires, the City may permit a temporary accumulation of vacation leave in excess of the maximum accrued. Except for the above exception, annual vacation leave shall not accrue nor accumulate in excess of the following amounts:

After Years of Service	Vacation Hours per Year	Maximum Accrued Hours
0	88	176
1	92	184
2	96	192
3	100	200
4	104	208
5	108	216
6	112	224
7	116	232
8	120	240
9	124	248
10	128	256

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11	132	264
12	136	272
13	140	280
14	144	288
15	148	296
16	152	304
17	156	312
18	160	320
19	164	328

6-3 7.3 Separation:

An employee who is eligible for vacation time shall be paid for such accumulated vacation time on the effective date of termination. It shall not be necessary to carry such employee on the payroll for the vacation period and the vacancy thus created may be filled at any time after the effective date of termination. When separation is caused by death of the employee, payment shall be made to the employee's designated beneficiary.

In addition, an employee who is eligible for executive leave shall be paid for the unused annual executive leave account balance on the effective date of termination.

76-4 Pay for Vacation Time:

Unit employees shall be considered as management employees for the purposes of determining the amount of vacation time a unit employee may request for pay off.

Section 8.07-0 Holidays

78.1 Holidays

The following holidays shall be observed except for the shift employees in the Police Department.

- New Year's Day - January 1
- Martin Luther King's Birthday - January 15
- Washington's Birthday - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1st Monday in September
- Veteran's Day - November 11

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Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving Day
One-half day Christmas Eve
Christmas Day - December 25th
One-half day New Year's Eve
One Floating Holiday per calendar year

Section [98.0](#) **Uniform & Safety Equipment**

[89.1](#)

For a new employee to City service hired into the Sergeant classification, the City will initially provide the following uniforms and equipment, which will then be maintained and replaced by the employee

:

- Two uniform shirts
- Two uniform pants
- Neck tie
- Tie bar
- Name Tag
- Uniform belt
- Duty belt

If a new employee does not pass their initial probationary period and does not remain in City service, they shall return to the city any and all uniform items that were provided by the City upon hire.

The City will provide and maintain the following items:

- Firearm
- Ballistic vest
- Flashlight
- Handcuffs
- Baton

- Pepper spray

[8-2](#)

[8-3](#)

Section [109.0](#) Education

[910.1](#) Tuition and Books

The City will reimburse those classifications represented by the Association up to \$600 per year for the cost of educational classes and books to encourage higher education subject to the approval of the Department Head. Employees are not eligible for both tuition and books reimbursement and the Safety Education Loan Forgiveness Program below.

[910.2](#) Safety Education Loan Forgiveness (SELF) Program

MMA and the City agree with the interest of enhancing the training and retaining of MMA employees. Safety Education Loan Forgiveness (SELF) Program would be established to provide a forgivable loan amount of up to a maximum \$10,000 per employee for a program leading to a bachelor's degree or other advanced degree (master's or doctorate). The City would pay an amount up to \$5,000 per fiscal year on behalf of the employee to the educational institution for tuition and related direct expenses as provided below:

- A. In order to be eligible for the program, an employee must have been an employee of the City or a minimum of one year and completed field training. The course of study must be approved in advance, be relevant to the City, and be from a regionally accredited, degree-granting institution. The City Manager may approve a course of study from a

nationally-accredited, degree-granting institution. The City will develop a list of preapproved courses of study in consultation with the MMA.

B. Employees would have up to a maximum of four years to successfully complete the program by obtaining their degree. The maximum loan amount is limited to \$5,000 per year, with a total of \$10,000 per employee within the four-year period.

C. If an employee (1) does not complete the program within the four years, (2) quits the program, or (3) leaves City service prior to completion of the program, repayment of all funds disbursed under the program would be due back to the City. The repayment would be required to be paid via a payroll deduction (presumably from paid leave cash-out). In the event of insufficient paid leave balances, employees would be permitted to spread the amount due back to the City in equal payments for up to one year, provided they are in City service during this time. If they leave City service during this repayment period, any balance remaining on the final date of employment would become immediately due.

D. Upon successful completion of the program, provided an employee remains in City service, the loan would be forgiven after the fifth year after the two-year program period. If an employee successfully completes the program, but leaves City service prior to this time, the loan would be required to be paid via a payroll deduction (presumably from paid leave cash-out) based on the following schedule:

- 100% repayment for an employee who leaves City service during the first two years after the initial two-year program period.
- 75% repayment for an employee who leaves City service during the third year after the initial two-year program period.
- 50% repayment for an employee who leaves City service during the fourth year after the initial two-year program period.
- 25% repayment for an employee who leaves City service during the fifth year after the initial two-year program period.
- 0% repayment for an employee who leaves City service after the fifth year after the initial two-year program period (loan forgiven).

| [910.3](#) Sergeant Job Description

MMA agrees to support the City's efforts to modify the job description for Sergeants to require a minimum level of 60 college credits to qualify for promotion into the Sergeant classification.

Section [1011.0](#) Deferred Compensation

[1011.1](#) The City agrees to deposit the equivalent of five percent (5%) of the Record and Communication Supervisor's base salary into a deferred compensation plan of the City's choice and investment option. Ownership of the plan will be vested with the employee.

Section [1112.0](#) Overtime/Compensatory Time

[1112.1](#) **Overtime:**

Overtime shall be paid at the rate of one and one-half (1-1/2) times the base rate of pay for hours worked over and above the regularly scheduled work period. All overtime shall be subject to approval of the department head. For the purpose of overtime, sick leave, holiday leave and vacation shall be included in the hours worked during the workperiod.

[1112.2](#) **Compensatory Time:**

An employee shall be compensated for overtime at the rate of one and one-half (1-1/2) times the base rate of pay. Compensatory time up to one-hundred and eighty (180) hours at any one time, in lieu of overtime, shall be accumulated with the approval of the department head and the City Manager . Employees who have accumulated compensatory time shall provide the department head with two weeks notice prior to reducing compensatory time. Exceptions may be considered by the department head on a case-by-case basis.

During the month of June of each year, unit employees may, upon recommendation of the Department Head and approval of the City Manager , request pay-off of up to 50 hours of their accumulated compensatory leave balance. Requests shall be submitted in writing to the Department Head no earlier than June 1st and no later than June 26th of each year. Approved pay off shall be issued no later than June 30th of each year.

1112.3 Call Back:
Unit employees who are called back to work shall receive a minimum four (4) hours at an overtime rate, if not in conjunction with regularly scheduled work hours.

Section 1213.0 Shift Differential Pay

1213.1 Member shall receive a differential of five (5%) percent of their base pay for actual hours worked during the night shift period as defined below.

1213.2 Night shift shall be 6:00 p.m. (1800 hrs) to 6:00 a.m. (0600 hrs). The start and end time for this period are based on the current 3/12 alternative work schedule for patrol.

1213.3 An employee shall be compensated only for the actual hours worked within the period for which shift differential is applicable.

1213.4 Shift differential pay is applicable only to the classifications of Sergeant and Records & Communications Supervisor.

1213.5 The City agrees to meet and confer regarding shift differential if the City changes from the current 3/12 alternative work schedule for patrol to another schedule (eg. 4/10, 5/8).

Section 1314.0 Disability

1314.1 State Disability Insurance:
City agrees to pay 100% of the employee contribution for State Disability Insurance.

1314.2 Temporary Disability-Integrated Pay:
An employee who is entitled to temporary disability indemnity under State Labor Code may elect to take that number of hours or portions of hours of his/her full salary. When accumulated sick leave, or vacation, or both are exhausted, the employee is still entitled to receive disability indemnity.

143.3 Industrial Retirement

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Any safety employee, who is disabled from performing the normal range of duties attached to his or her position, as determined under applicable law, shall be retired for disability. Pursuant to Government Code Section 21164, the employee's effective retirement date shall be no earlier than the date upon which leave pursuant to Labor Code Section 4850 terminates or the date upon which the employee has been declared to be permanent and stationary by the primary treating physician, whichever is earlier. Should the employee consent, however, the employee may be retired at an earlier date than either of those dates.

Notwithstanding the provisions of Government Code Section 21163, an employee who is otherwise incapacitated for duty and eligible for disability retirement may not be allowed to postpone the effective date of his or her retirement using any sick leave to which the employee might otherwise be entitled.

Section **1415.0** Incentives - Certificate Incentive

The City agrees to provide a Certificate Incentive equivalent to the members of the Police Officer Association in the following manner:

1415.1 Advanced Certificate Incentive

Two and one-half (2.5%) percent incentive pay shall be paid on base salary for possession of a POST Advanced Certificate.

Section 1516.0 Special Duty Pay

1516.1 K-9 Care & Maintenance

Sergeants who are assigned a K-9 shall be provided one half (1/2) hour per day of overtime pay at the base rate of \$19.30 per hour for the care and maintenance of the K-9.

1516.2 Investigations Assignment

Sergeants who are assigned to the Investigations Bureau shall receive a five (5%) percent incentive pay above their base salary during the course of the assignment. Any sergeant so assigned is expected to remain on-call, except when on approved leave, and the Stand By Pay provided in Section 16.0 is not applicable.

Section 1617.0 Standby Pay

Sergeants to receive \$25.00 for each twenty-four (24) hour shift when assigned by the Chief of Police or his designee, in writing, for on-call/standby duty.

Public Works Supervisor to be compensated at straight time for two hours pay for each Saturday, Sunday and holiday and three hours for the period of Monday through Friday when assigned by the Public Works Superintendent for on-call/standby duty.

Section 1718.0 Wellness Program

1718.1 The City will reimburse unit employees fifty percent (50%) of the covered charges up to a maximum of \$80 charge, therefore, paying up to a maximum of \$40 per visit, with an overall maximum of twelve (12) visits

per fiscal year for outpatient psychiatric care which is eligible and covered under the health insurance plan provided to unit employees.

Wellness Stipend – A \$200 per year wellness stipend will be provided to all classifications within the bargaining unit. This is a reimbursement for costs relating to wellness, up to \$200 maximum per fiscal year. Examples are, but not limited to, Fitbit exercise watch, yoga class, meditation class, smoking cessation, weight loss classes, gym membership, etc.

Section 1819.0 Day

For purposes of administering benefits such as vacation accrual, holiday leave, mental health leave, etc. a “day” shall mean an eight (8) hour period.

Section 1920.0 Vehicles

The responsible Department Head may recommend that the City provide employees a take home vehicle if it has been determined a vehicle is available, and based on the approval of the City Manager.

Section 2021.0 Bi-Lingual Pay

Bi-Lingual Pay up to 5% (2.5% for speaking and/or 2.5% for writing). Bilingual pay granted based upon successful passing of testing through Language Testing International and the American Council on the Teaching of Foreign Languages and proficiency of an Intermediate Mid or higher test result. Employee validations are valid for two years from the date of testing.

ARTICLE III FMLA/CFRA/PDL LEAVES

Section 1.0 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

Section 1.1 Purpose

This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted. Specific details of the FMLA and CFRA are available in the Administrative Services Department. Unit employees and the Chief of Police must contact Administrative Services Department to verify current provisions and requirements. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance

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coverage.

1.2 Eligibility for FMLA and CFRA

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Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence for:

- The birth of an employee's child;
- Disability due to pregnancy - FMLA only;
- The placement of a child with an employee in connection with the adoption or foster care of that child;
- The care of the employee's child with a serious health condition;
- The care of a spouse or parent with a serious health condition; or
- The employee's own serious health condition.

Such leave rights apply to all employees with twelve (12) or more months of service with the City prior to the leave request and who have also worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

1.3 Employee Rights under FMLA/CFRA

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Except for family medical leave taken to care for an injured service member, the maximum amount of family medical leave an eligible employee may take shall be limited to twelve (12) weeks in a twelve (12) month period.

The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.

Leave may be taken as days off, or intermittently or through modified work schedules.

The unit employee is guaranteed a return to his/her position at the end of approved leave.

During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

1.4 Approval Process for FMLA/CFRA

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Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but, in any event, no later than five (5) working days from learning of the need for FMLA leave.

Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.

The Administrative Services Department shall determine if the leave qualifies under the Family and Medical leave laws and may determine the commencement date.

1.5

Privacy Under FMLA/CFRA

For privacy reasons, the City shall not require specific medical diagnosis of either the employee's condition or a family member's health condition but shall be entitled to the health care provider's certification of the need for the leave.

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Section 2.0

Pregnancy Disability Leave (PDL)

Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment and Housing Act (FEHA).

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Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons under FMLA/CFRA/PDL shall not exceed one (1) year.

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Section 3.0

Use of Accruals While on FMLA/CFRA/PDL

The unit employee shall have the option to use sick leave for any FMLA/CFRA-eligible illness or medical-related absence and shall have the option to use vacation or other accrued leaves if sick leave has been exhausted. If the unit employee chooses not to use accrued leave and instead chooses unpaid leave, the City shall use accrued leave to pay any payroll deductions and/or health care premiums due from the unit employee.

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FMLA shall run concurrently with Pregnancy Disability Leave.

3.1

Expiration of FMLA/CFRA/PDL

Upon expiration of FMLA/CFRA/PDL, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums, if accruals have been exhausted.

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Section 4 **Leave of Absence Without Pay**

Upon written request, the City Manager may, in his/her discretion and upon recommendation of the Chief of Police, grant a temporary leave of absence without pay to any unit employee who has been employed by the City regularly for one (1) year or more, provided a time fixed for return is provided by the employee.

Any such unit employee, with the approval of the City Manager, may return prior to the time fixed for the expiration of such leave.

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ARTICLE III GRIEVANCE AND DISCIPLINE

Section 1.0 Grievance Procedure

A grievance shall be a claim, filed by an employee on his/her own behalf, or the Association (for alleged violations of Association rights) contending that the City has violated or misapplied an obligation expressed, referenced and/or written in the Agreement.

Every effort shall be made to resolve a grievance through discussion between the grievant and the immediate supervisor. The grievant must bring the grievance to the attention of his/her immediate supervisor within 14 days of the grievable event. Failure to do so will constitute a waiver of the grievance³.

If, after such discussion, the grievant does not feel that the grievance has been satisfactorily resolved, the grievant shall have the right to discuss the matter with the supervisor's superior, if any, within the departmental organization. Otherwise, the grievant shall have the right to discuss the matter with the department head.

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If the grievant is not in agreement with the decision rendered in the informal grievance procedure, the grievant shall have the right to present a formal grievance, in writing, to the department head. If such a formal grievance has not been submitted within twelve (12) calendar days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the department head, the grievant shall have the right to appear with a representative who may also participate in the discussion. The department head receiving the grievance shall review it, render a decision and comments in writing and return them to the grievant within twelve (12) calendar days after receiving the formal grievance. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Manager within twelve (12) calendar days. Failure of the grievant to take further action within twelve (12) calendar days after receipt of the decision of the department head will constitute withdrawal of the grievance.

Upon receipt of an appeal, the City Manager or designated representative shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render advice concerning the appeal. Within twelve (12) calendar days, the City Manager shall render a formal decision in writing to the grievant. If the grievant does not agree with the decision reached, the grievant may present an appeal in writing to the City Council within twelve (12) calendar days.

Upon receipt of an appeal, the City Council shall discuss the grievance with the grievant, the representative, if any, and other appropriate persons. The City Council shall designate a fact-finding committee, an individual not in the normal line of the grievant's supervision, or the City Attorney to render written advice concerning the appeal. Within twelve (12) calendar days, the City Council shall render a formal decision in writing to the grievant.

The time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the employee and the City Manager and/or department head.

Section 2.0 Discipline

Disciplinary action may only be taken for just cause and should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of the same nature and of the time between occurrences, overall work record and treatment of other employees in similar circumstances. Prior to any disciplinary action as defined in Government Code Section 3303 against any regular employee pursuant to provisions of the Personnel Ordinance and Rules, the following procedure shall be complied with:

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed disciplinary action, the charge(s) being considered, the time periods in which the employee may respond, and shall be signed by the appointing authority.

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practical, he/she shall be supplied with a copy of the documents or materials.

Within seven (7) calendar days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action. Upon the request of the employee or the appointing authority, the Personnel Officer may, at his/her discretion, grant an extension of such time period to facilitate fair administration of the disciplinary process. The failure of the employee to respond shall constitute the employee's waiver of the opportunity to respond. Notwithstanding the above, a reasonable request for additional time within which to respond shall not be denied.

If the employee does not agree with the decision reached by the Appointing Authority, the employee may request a hearing before the Personnel Officer within seven (7) calendar days.

Within ten (10) calendar days of receipt of a written request for hearing, the Personnel Officer will schedule a date to hear the appeal of the appointing authority's decision. The failure of the employee to appeal shall constitute the employee's waiver of the opportunity to appeal and the appointing authority decision will become final

If the employee does not agree with the decision reached by the Personnel Officer, the employee may request a hearing before the Personnel Board within seven (7) calendar days.

Appeals shall be in writing and filed with the Personnel Officer, who shall, within seven (7) days after receipt of the appeal, inform each member of the Personnel Board and other such persons named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with his/her reason thereof. The formality of a legal pleading is not required.

Upon the filing of an appeal, the Personnel Officer shall set a date for a hearing on the appeal not less than ten (10) days, nor more than thirty (30) days, from the date of filing. The Personnel Officer shall notify all named or affected parties of the date, time, and place of hearing at such places as the Personnel Board shall prescribe.

The appellant shall appear personally unless physically unable to do so, before the Personnel Board at the time and place of the hearings. He/she may select and may at the hearing produce on his/her behalf relevant oral or documentary evidence. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Personnel Board by its Chairperson, unless a Hearing Officer has been appointed by the Board, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.

The Personnel Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and recommendations in writing to the appellant, to the person from whose action the appeal was taken and to the Personnel Officer. The Personnel Officer shall review the findings and

recommendations of the Personnel Board with the person from whose action the appeal was made with a view toward implementing the recommendations of the Personnel Board. The actions taken by the Personnel Board shall be considered final. Any member of the Personnel Board may submit a minority or supplemental finding and recommendations. In case of suspension, discharge or demotion, the appointing authority shall reinstate any employee to his/her former status if finding is made by the Personnel Board that the action taken was unwarranted and/or in error.

Notwithstanding the provisions of this section, upon the recommendation of appointing authority, the Personnel Officer may approve the temporary assignment of an employee to a status of leave with pay pending an investigation(s) or hearing(s) as may be required to determine if disciplinary action is to be taken.

Throughout the above procedure, the employee may be represented.

ARTICLE IV TERM

Section 1.0 Term of Agreement

The term of this agreement shall be for the period July 1, ~~2023-2024~~ through June 30, ~~2024~~2026.

Section 2.0 Agreement Renewal

2.1 Renewal:

In January of ~~2024-2026~~ the City and Association agree to open negotiations covering the contents of the agreement to become effective July 1, ~~2024~~2026.

In the absence of an executed agreement for the period commencing July 1, ~~2024~~2026, the provisions of this agreement shall remain in effect.

2.2 Non-Economic Negotiations

The Association shall notify, in writing, no later than sixty (60) days prior to March 30th of each year if it wishes to change any provision in the collective bargaining agreement excluding salary, fringe benefits, or cost of living increases.

ARTICLE VI IMPLEMENTATION

Section 1.0 Severability

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or judicial authority, all other articles and section of the Memorandum of Understanding shall remain in full force for the duration of this Memorandum. In the event of invalidation of any article or section, the City and Association agree to meet within thirty (30) days for the purpose of renegotiating said article or section.

Section 2.0 Ratification and Implementation

- 2.1 The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City council.
- 2.2 This agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or Resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.
- 2.3 Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City and Association and entered into.

Dated: _____

Elvis Cook, President
Middle Management
Association

Alan D. Flora
City Manager

EXHIBIT A
MIDDLE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING

SERGEANTS
RECORDS AND COMMUNICATIONS SUPERVISOR
PUBLIC WORKS SUPERVISOR
CODE ENFORCEMENT SUPERVISOR
CHIEF BUILDING INSPECTOR