



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FOLSOM

AND

FOLSOM POLICE OFFICERS ASSOCIATION

January 1, 20256, through December 31, 20258

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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "the Agreement", entered into by the City of Folsom, hereinafter referred to as "the City", or "the employer", pursuant to Section 3500 et seq. of the Government Code of the State of California and the Folsom Police Officers Association, hereinafter referred to as "the Association" or "FPOA" has as its purpose the promotion of harmonious labor relations between the City and the FPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this Memorandum of Understanding (MOU) supersedes and replaces all previous such actions on these points by and between the City of Folsom and the Folsom Police Officers Association. Where ordinances and policies that may conflict with the Memorandum of Understanding exist, the Memorandum of Understanding will prevail.

The term "Agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

ARTICLE I – RECOGNITION AND COVERAGE

A. Recognition:

Folsom Police Officers Association is recognized as the exclusive representative, as provided in the City's Employer Employee Relations Rules for all employees assigned to the Police Bargaining Unit in the following classifications and any other classification which is agreed between the parties to be included in the Police bargaining Unit.

- Animal Control Officer
- Community Service Officer
- Communications Supervisor
- Crime Analyst
- Dispatcher I/II
- Police Corporal
- Police Officer
- Police Records Technician
- Police Records Supervisor
- Police Sergeant
- Volunteer Coordinator

B. Total Agreement:

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all the matters upon which the parties have reached agreement. Therefore, except as provided herein, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, as well as any subject or matter not referred to or covered in this Agreement.

C. Severability of Provisions:

Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE II – MANAGEMENT RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City. The rights of the City include, but are not limited to, the exclusive right to:

- A. Manage the City generally and to determine issues of policy.
- B. Determine the existence of facts which is the basis of management decisions.
- C. Determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
- D. Determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. Determine methods of financing.
- F. Determine types of equipment or technology to be used.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
- H. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions,

including, but not limited to, the right to contract for or sub-contract any work or operation of the City.

- I. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
- J. Lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
- K. Establish and modify productivity and performance programs and standards.
- L. Dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
- M. Determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
- N. Hire, transfer, promote, and demote employees.
- O. Determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. Establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. Maintain order and efficiency in City facilities and operations.
- R. Establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et. seq.
- S. Restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules.
- T. Take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III – NO STRIKE

FPOA agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that FPOA members participate in such activities in violation of this provision, FPOA shall notify

those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE IV – EMPLOYEE RIGHTS

A. Union Bank Time:

1. Employees in the bargaining unit may, but are not required to, donate accrued Annual Leave, or Holiday Leave in no less than one-half (.5) hour increments, into a bank of hours from which designated FPOA representatives may draw time for the purposes of conducting association business, including but not limited to, training programs and seminars. Donated time will be transferred from the donating employee's accrued Annual Leave or Holiday Leave to the Union Bank as a one-time donation or from Annual Leave on a regular basis each pay period.
2. The FPOA President or designee must approve, fill out and submit a leave request slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to the needs of the City, as determined by the Police Chief.
3. The FPOA shall submit a request to the Police Chief or designee for the release of employees on Union Bank Time at least 7 calendar days prior to the desired time off or as otherwise approved by the Police Chief.

B. Non-discrimination:

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. The City further agrees not to discriminate, harass, or reprise against any employee as a result of their exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government Code of the State of California.

C. Access to Personnel Files:

The City shall maintain only one (1) personnel file on each person in the Human Resources Department. A duplicate personnel file shall be maintained at the Police Department. Both files shall be kept secured.

Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular business hours, except where denial of access is authorized by statute.

Information contained in an employee's personnel file shall be confidential and available for inspection only to authorized management/administrative personnel and the supervisor of the employee; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information.

No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head shall provide the employee with the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) days of the employer placing the item in the file, supplementary material and a written response to any item in the file. Such a response shall remain attached to the material it supplements for as long as the material remains in the file.

D. Documents in Personnel Files:

Upon the request of an employee, and with the approval of the Police Chief, counseling memos and reprimands shall be removed from personnel files after two (2) years. These items, along with disciplinary actions (i.e., suspensions, reductions in pay, and demotions) shall be removed and destroyed after five (5) years in accordance with the City's records retention policy.

Internal affairs investigations shall be kept in a separate file under the employee's name and shall be purged and destroyed after five (5) years. Such files shall be maintained in the Police Department.

Notwithstanding any other provision of this Agreement, complaints and any reports or findings relating to these complaints shall be retained for a period of five (5) years for records where there was not a sustained finding of misconduct and for fifteen (15) years where there was a sustained finding of misconduct.

ARTICLE V – SALARY AND OTHER COMPENSATION

A. Salary Adjustments;

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A. Cost of Living Adjustments

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1. Effective January 1, 20256, all employees shall receive a cost-of-living salary increase of 3%.

2. Effective January 1, 2027, all employees shall receive a cost-of-living salary increase of 3%.
3. Effective January 1, 2028, all employees shall receive a cost-of-living salary increase of 3%.

4- Market Adjustments

1. Effective January 1, 20256, all employees in the position of Police Officer, Police Corporal and Police Sergeant, shall receive a Market Adjustment increase of 24% increase, for a total salary adjustment of 5%.
2. Effective January 1, 2026, all employees in the positions of Community Service Officer shall receive a market adjustment increase of 2.5%
3. Effective January 1, 2027, all employees in the positions of Police Officer, Police Corporal, Police Sergeant, Community Service Officer, and Crime Analyst shall receive a market adjustment increase of 2.5%.
- 2.4. Effective January 1, 2028, all employees in the positions of Police Officer, Police Corporal, Police Sergeant, Community Service Officer shall receive a market adjustment increase of 2.5%.

Note: Market Adjustments will be applied first, then COLA. Retroactive pay will be provided exclusively to employees who are actively employed with the City as of the ratification date of this MOU.

B. Market Survey:

The City agrees to conduct a market survey of the classes of Police Officer, Police Sergeant, Dispatcher II, and Police Records Technician. The survey shall be concluded not later than 120 days prior to the expiration of this MOU.

1. The purpose of the study is to determine the relationship of the total compensation for employees in the job classifications identified above when compared to comparable job classifications in the following agencies: City of Elk Grove, City of Rocklin, City of West Sacramento, City of Sacramento, City of Roseville, City of Citrus Heights, and County of Sacramento.
2. Compensation, for purposes of this study, shall constitute the following elements:
 - a. Base salary (top step in the salary range)
 - b. Maximum contribution to health insurance
 - c. Uniform Allowance (to include value of uniforms provided by employer)

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- d. Maximum Education/POST Incentive Pay
- e. Social Security

- 3. Study results will identify the mean (average) and relative ranking of the base salary and total compensation, by classification, comparing the City of Folsom to those agencies identified in subsection 1 above.

C. Salary Ranges:

The first-year salary range for each job classification in the Police Bargaining Unit are set forth in Attachment A, Salary Schedules, of this Agreement. The Salary Range for each classification includes Salary Increases (Article V, Section A above), and any Market Adjustment Article V, Section B above). It is understood that implementation of any salary increase, or market adjustment may vary slightly due to rounding. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom Personnel Rules and Regulations, and the MOU shall apply. Should unusual circumstances or rigid adherence to the current salary range structure cause an unforeseen inequity, the City Manager may authorize a special salary adjustment appropriate to the circumstance(s).

- 1. Effective January 1, 2022, the classes of Police Officer, Police Corporal, Police Sergeant, Communications Supervisor, and Dispatcher II shall have one salary range (Attachment A). The salary range for each classification shall consist of nine (9) steps, with three (3) percent between steps. The highest step in the existing salary range(s) for each class shall constitute the highest step in the new salary range for each class. For all other classes in the FPOA bargaining unit, the current salary range structure shall remain unchanged.
 - a. When converting to the new salary range, employee step assignment shall be equal to the salary step the employee is assigned on January 1, 2022. For example, an employee assigned to Step Six (6) on January 1, 2022, shall be assigned to Step Six (6) in the new salary range.
- 2. Employees in the classes of Police Corporal and Police Sergeant who are assigned to Range A on January 1, 2022, shall convert to the new salary range (Item D.1 above) on the first calendar day after December 31, 2024. Range A shall continue for employees who are assigned to Range A through December 31, 2024. Employee step assignment into the new range (Item D.1 above) shall be equal to the Range A salary step the employee is assigned on December 31, 2024. Effective January 1, 2022, all new appointments into the classes of Police Corporal and Police Sergeant shall be appointed to the new salary range (Item D.1, above).

D. Creation of Salary Range A and Salary Range B:

Except for the class of Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Communications Supervisor and Dispatcher II, each job classification shall have two salary ranges: Range A and Range B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City of Folsom personnel rules and the MOU shall apply. Any unit-wide salary change shall be applied equally to Range A and Range B. Such salary changes may vary slightly due to rounding.

Salary Range A

Where Salary Range A applies, Salary Range A shall be the salary range for employees employed by the City prior to February 6, 2014. Said employees shall be assigned Range A for City job classifications for the remainder of their continuous employment with the City.

Salary Range B

Where Salary Range B applies, employees who are hired on or after February 6, 2014, shall be assigned to Salary Range B. Said employees shall be assigned Range B for City job classifications for the remainder of their continuous employment with the City.

For classifications with Salary Range A and B, the top step of Salary Range B shall be 100% of the top step of Salary Range A for each job classification.

Except for the class of Community Services Officer, Salary Range B shall consist of thirteen (13) salary steps.

Community Services Officer shall have a single salary range. The salary range for Community Services Officer shall consist of 12 steps.

Dispatcher I is a 12-month probationary/trainee position and shall have a separate 1-step salary range. Upon successful completion of the 12-month trainee opportunity as Dispatcher I, employees will be promoted to Dispatcher II.

E. Salary Step Placement:

Employee step placement in the salary range for each classification are shown in Attachment B, Salary Step Placement.

F. Clothing /Uniform Allowance:

1. Plain Clothes Assignments:

When the Police Chief assigns employees to a plain clothes assignment (for more than 3 months consecutively), such employees shall receive a clothing allowance of \$1000.00 per year. Plain clothes assignments are those assignments that require professional business attire. Other plain clothes assignments that do not require daily wearing of professional business attire may qualify for the allowance based upon individual written approval by the Chief of Police. Appropriate justification shall be made for such approval.

Employees assigned to a plain clothes assignment shall be responsible for the cleaning of their own clothing, except that employees in a plain clothes assignment may have their department issued uniforms cleaned as needed based upon uniformed or overtime assignments.

Clothing allowance shall be paid annually in conjunction with bi-annual shift changes, on or before January 20th and on or before July 20th of each fiscal year. Employees assigned to a plain clothes assignment in January or in July of each year shall receive the annual clothing allowance for the year, payable as described above. Employees assigned to a plain clothes assignment after shift changes will receive a pro-rated clothing allowance.

2. Sworn Personnel

As provided in Section 4 below, the City agrees to provide the initial issue of uniforms to all sworn employees and the City shall pay for the cleaning and replacement of all uniforms.

Any proposed change to the uniforms will only be done after meet and confer with the Association.

For CalPERS Classic members, the City agrees to report to PERS the estimated value of \$850 per fiscal year for each uniformed employee for purposes of cleaning, maintaining and replacing uniforms.

3. Non-Sworn Personnel

The City agrees to provide the initial issue of uniforms to all non-sworn employees, consistent with department policy.

4. Uniform Issuance/Replacement – All Employees:

The City will provide the initial issue of uniforms to all employees of the department. The City shall replace any uniform or authorized equipment, which has been lost, stolen, damaged or rendered unserviceable as a

result of on duty activity. Personnel will receive authorization for uniform replacement from their immediate supervisor.

G. Education Incentive Pay:

1. Effective January 1, 20265, employees shall be eligible to receive Education incentive Pay starting the first full pay period following submission of documentation showing they qualify for such pay.
2. Police Officers, Corporals and Sergeants will be entitled to receive Educational incentive Pay based on the following:

Police Officers and Corporals

Either:

e.a. Police Officers and Police Corporals Employees listed in subsection 2 who hold ~~who possess the following~~ degree(s) from a recognized college or university shall receive the following:

- (1) Associate's ~~of Arts~~ degree: 5% salary increase of base pay. shall receive a salary increase of 5%.
- (2) Bachelor's ~~of Arts/Science~~ degree: 10% salary increase of base pay. shall receive a salary increase of 10%.
- (3) ~~In no event shall a Police Officer or Police Corporal~~ Employees listed in subsection 2 who ~~hold possesses~~ both an Associate's ~~of Arts~~ degree and a Bachelor's ~~of Arts/Science~~ degree shall receive no more than a 10% salary increase of base pay.

OR:

e.b. Police Officers and Police Corporals Employees listed in subsection 2 ~~who possess hold the following~~ POST certificates shall receive the following:

- (1) Intermediate P.O.S.T. Certificate: ~~shall receive a 5% salary increase of 5% base pay.~~
- (2) Advanced P.O.S.T. Certificate: ~~shall receive a 10% salary increase of 10% base pay.~~
- (2)(3) ~~In no event shall an officer~~ Employees listed in subsection 2 who ~~possesses hold~~ both an Intermediate P.O.S.T. Certificate and an Advanced P.O.S.T. Certificate shall receive a salary increase of no more than 12.50% salary increase of base pay.

Sergeants

Either:

Sergeants who possess the following degree(s) from a recognized college or university:

- (1) ~~Associate of Arts (AA) degree shall receive a salary increase of 5%.~~
- ~~Bachelor of Arts/Science (BA/BS) degree shall receive a salary increase of 10%.~~
- (2) ~~In no event shall a Sergeant who possesses both an AA degree and a BA/BS degree receive more than 10%.~~

OR:

- a. ~~Sergeants who possess the following POST Certificates:~~
 - (4) ~~Intermediate POST Certificate shall receive a salary increase of 5%.~~
 - (5) ~~Advanced POST Certificate shall receive a salary increase of 10%.~~
 - (6) ~~In no event shall a Sergeant who possesses both an Intermediate POST Certificate and an Advanced POST Certificate receive more than 12.5%.~~
- c. Employees listed in subsection 2 who hold an Associate's or Bachelor's Degree and P.O.S.T. certificate(s), shall receive a total Education Incentive Pay of no more than 12.50% salary increase of base pay.

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~~3. No Police Officer, Police Corporal, or Sergeant who possess an AA or BA/BS college degree(s) and POST certificate(s) shall receive a total EIP salary increase of more than 12.5%.~~

~~3. Communications Supervisors, Dispatchers, Police Records Technicians, Community Service Officers, Records Supervisors~~
Employees listed in the chart below will be entitled to receive Education Incentive Pay based on the following:

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Classification	Education	Max Education	P.O.S.T.	Max P.O.S.T.	Max Combined Total
Records Supervisors	Associate's = 2.5% Bachelor's = 5%	5%	P.O.S.T. Records Supervisor Certificate	7.50%	12.50%
Communications Supervisors			P.O.S.T. Dispatch Supervisor Certificate	7.50%	12.50%
Dispatcher I/II			P.O.S.T. Dispatcher Certificate	7.50%	12.50%
Records Technicians					5.00%
Community Service Officers					5.00%
Animal Control Officers					5.00%

3-

- ~~Dispatchers with the possession of Dispatch POST certification shall receive 7.5%.~~
- ~~Records Supervisor with the possession of POST certification shall receive 7.5%.~~
- ~~Dispatchers, Dispatchers, Community Service Officers or Police Records Technicians with possession of:~~

~~Associate of Arts Degree shall receive 2.5%.~~
~~Bachelor of Arts Degree shall receive 5%.~~

- a. ~~With the exception of item subsection 45 below, no employees in the classification of Records Supervisors, Communications Supervisors, or Dispatcher I/II or Technician who possess hold an AA-Associate's or BA/BS Bachelor's college Degree(s) and Dispatch P.O.S.T Certification as listed in the above chart, shall receive a total Education Incentive Pay of no more than 12.50% salary increase of base pay. receive a total EIP salary increase of more than 10%.~~

4. Master's Degree:

Employees hired prior to July 1, 2010, who are in possession of a ~~Masters's of Arts/Masters of Science d~~ Degree as of December 31, 2025 receive an additional 5% incentive. Degrees shall be related to the field of Law Enforcement or Public Administration as approved by the Chief of Police. Employees hired on or after July 1, 2010, shall not qualify for an additional 5% for a Master's ~~of Arts/Masters of Science d~~ Degree. An employee receiving this incentive shall not exceed a total education incentive under this section of more than ~~fifteen percent~~ seventeen and one-half percent (4517.5%).

5. Crime Analyst Certificate:

Employees in the class of Crime Analyst who submit evidence documentation that they possess a Crime & Intelligence Analysis Certificate from an accredited institution approved by the City shall, one time only, be advanced in the salary range by an amount equal to approximately 10%: after the first full pay period following submission of documentation showing they qualify for such pay.

- ~~For employees assigned to range A, advancement shall equal two steps.~~

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- For employees assigned to range B, advancement shall equal four steps.

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6. ~~Notwithstanding subsections 1 through 5 above, for the period beginning July 1, 2010, and ending June 30, 2011, employee advancement from one Education Incentive Pay level to the next EIP level shall be frozen. Employees who would normally have advanced to a higher EIP level during this period shall advance to the next higher level twelve (12) months from the date they would have otherwise qualified and shall not receive any retroactive payment.~~

H. Tuition Reimbursement Policy:

With the advance written approval of the Department and City and upon satisfactory completion with a grade "C" or better, the City shall reimburse an eligible, permanent unit member for the cost of tuition from a recognized college or university (on a course-by-course basis) for courses having a strong nexus to City law enforcement duties and benefit to the City. All classes will be taken on the unit member's own time.

1. Eligibility:

- a. In order to qualify for tuition reimbursement, a unit member shall have attained permanent status (successfully completed entry-level probation) as a unit member in Folsom. No reimbursement will be made for classes taken during the eligibility period or prior to attaining permanent status. Classes successfully challenged will not be eligible for reimbursement.
- b. Recognized colleges or universities are those institutions of higher learning accredited by one or more of the following accrediting organizations: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.

2. Tuition shall be reimbursed as follows:¹

- a. For unit members who have completed a total of 60 or less undergraduate² semester units, the City will reimburse a unit

¹ A college quarter system will be converted to a semester system. The semester system that coincides with that used at CSUS will be used.

² Upon specific approval of the Chief of Police, a unit member who has completed a total of 60 or less undergraduate semester units, may be reimbursed at the CSUS rate referenced in (b) for a lower division

- member in the amount of the cost of per unit tuition for a resident student enrolled at a Los Rios Junior College District community college.
 - b. For unit members who have a total of 61 or more undergraduate semester units, the City will reimburse a unit member in the amount of the cost of per semester tuition for either a part time student or full-time student (depending on the number of units carried by the unit member for the semester) for a California resident student enrolled at California State University, Sacramento (CSUS).
 - c. For unit members who are enrolled in a graduate program, the City will reimburse a unit member in the amount of the cost of per semester tuition for either a part time student or full-time student (depending on the number of units carried by the unit member for the semester) for a California resident student enrolled at California State University, Sacramento (CSUS).
3. In any one semester or quarter, the maximum reimbursement for class(es) required books in total shall be a maximum of \$500 per semester.
4. Approval of Tuition Reimbursement Claims:

Approval of a claim for tuition reimbursement shall be as follows:

- a. Claims for tuition reimbursement will be denied for any course or class that has not received prior written approval from the Department and City.
- b. Tuition reimbursement shall be on a course-by-course basis.
- c. All requests for tuition reimbursement, whether for a single class or a class that is part of an approved program are subject to available funds as determined by the City. Approval for any program does not guarantee approval or available funds for any subsequent class.
 - (1) To expedite tuition reimbursement, claim approval, a unit member may seek City approval to enter into a course of study for a specified degree or certificate. Degree or certificate program approval must have a strong nexus to City law enforcement duties as approved in writing by the Department. A request for approval of a degree program or certificate shall include a current, full course description inclusive of mandatory core and elective course options.
 - (2) For each selection of an elective option, the unit member shall obtain the approval of the Department based upon the option most beneficial to the Department and City.

course if currently enrolled in CSUS in a four-year course of study and the lower division units are part of that course of study.

- (3) If a course of study approval has been granted, the unit member may submit the previously granted approval and indicate the completed course description included in the approval.
- d. Tuition reimbursement is not authorized for course work (unit credit) that applies to previous academic or professional experience. Nor is reimbursement authorized for course work necessitated by a change in a course of study, major, a repetition of a course for any reason or other academic circumstance.

I. Canine Officers and Motor Officers Specialty Pay:

- 1. Officers who are routinely and consistently assigned to the Canine Program will be compensated for thirty (30) minutes each day (at time and one-half) for time spent off-duty caring for their dogs.
- 2. Officers who are routinely and consistently assigned to a Motor Officer position shall receive a Motor Officer differential of five percent (5%).
- ~~2-3.~~ Employees who are routinely and consistently assigned to the Detective Division shall receive a differential pay of five percent (5%).

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J. Night Shift Differential:

Dispatchers and sworn personnel who work the night shift shall receive a ~~night shift differential of \$1.00 per hour. The department will designate which hours/shifts shall qualify for payment of night shift differential. Effective January 1, 2023, night shift differential shall increase to \$1.25 per hour. Effective January 1, 2024, night shift differential shall increase to of~~ \$1.50 per hour.

K. Training Differential – Dispatchers:

The City agrees to pay employees in the classification of Dispatcher an additional 5% salary differential when assigned the responsibility for training newly hired Dispatcher(s).

L. Training Differential:

When an employee is assigned as a training officer to train another employee, he/she shall receive a pay differential of 5% for all hours worked while assigned to train another employee. Employees in the classification of Corporal shall not be eligible for a Training Differential.

Any designated training officer reassigned to another shift to perform the duties of a training officer shall receive the 5% pay differential for the duration of that

assignment. Such reassignments shall be made pursuant to the current operating procedure.

M. Longevity Pay:

1. Subject to subsections 2 and 3 below, the City will pay employees in the classifications Police Officer, Corporal, Sergeant and Dispatcher for their continued service based on the following formula. The Longevity Pay increments will be paid monthly.

	2 ½%	After 10 years of full time City service
Additional	2 ½%	After 15 years of full time City service
Additional	2 ½%	After 20 years of full time City service

Longevity pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full time City service.

2. Employees in classifications not eligible for the Longevity Pay Incentive in subsection 1 above are eligible for a Longevity Pay Incentive as follows:
 - a. Upon completion of ten (10) or more years of full-time continuous City service, the employee will receive 2 ½% of the employee's base salary.
3. Any employee receiving a higher longevity incentive prior to the effective date of this Agreement than they would receive under this Agreement will continue to receive the longevity incentive they received prior to the effective date of this Agreement.

N. Bilingual Pay:

1. The Police Chief may designate not more than ten (10) employees as eligible to receive a 2.5% Bilingual Pay differential. Employees eligible for Bilingual Pay must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; and (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources. Such assignments shall be in writing and must be renewed on an annual basis.
2. Employees shall maintain the necessary training and certification standards established by the City to continue to receive bilingual pay. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

O. Veteran Incentive:

1. Employees who have successfully completed military service and have received an “Honorable Discharge,” shall receive an incentive of two and one-half percent (2 ½%). An employee who qualifies for the Veteran Incentive and an Education Incentive under Article V, Section G, will only receive the Education Incentive. To qualify for this incentive, employees shall provide a copy of their DD-214 to the Human Resources Department to certify that they have received an honorable discharge. The Veteran Incentive does not qualify as pensionable income pursuant to Rule 571. The Veteran Incentive will be paid the first pay period following submission to, and approval by, Human Resources.

P. PEPRA Members Supplemental Retirement Plan

4. Effective as soon as administratively possible, but no later than 90 days from ratification, the City shall establish a 457 Plan for members hired on or after January 1, 2013. Government (Gov.) Code section 7522.10 of the PEPRA law provides the authority for the earnings limit for all PEPRA members. In the event PEPRA members reach the annual compensation limits in a calendar year, the City and employee shall deposit an amount equal to the employee/employer retirement contributions into the employee’s 457 Plan for the remainder of the calendar year. Contributions to the 457 Plan shall be paid on each payroll cycle. At the start of the new calendar year, contributions to the 457 Plan shall be paused, and all contributions shall resume to CalPERS until the member reaches the annual limit in the new calendar year.

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ARTICLE VI – RETIREMENT

A. Public Employees Retirement System (PERS) – Formula:

1. Safety police employees hired on or prior to December 16, 2010, shall receive the retirement benefit of 3%@50. Safety police employees hired on or after December 17, 2010, but prior to January 1, 2013, shall receive the retirement benefit of 2%@50. Safety police employees hired on or after January 1, 2013, shall receive the retirement benefit of 2.7%@57 or as specified in the California Public Employee’s Pension Reform Act of 2013 (PEPRA).
2. Miscellaneous employees hired on or prior to May 16, 2011, shall receive the retirement benefit of 2.7%@55. Miscellaneous employees hired on or after May 17, 2011, shall receive the retirement benefit of 2%@55. All

employees hired on or after January 1, 2013, shall receive the retirement benefit 2%@62 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

3. Safety police employees hired on or prior to December 16, 2010, and miscellaneous employees hired on or prior to May 16, 2011, shall receive the receive the retirement benefit based on the single highest twelve (12) months of compensation.

Safety police employees hired on or after December 17, 2010, and miscellaneous employees hired on or after May 17, 2011, shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Public Employee Retirement System (PERS) – Retirement Benefit:

1. Safety police employees hired prior to January 1, 2013, shall pay 9% of the employee share of retirement. Miscellaneous employees hired on or prior to May 16, 2011, shall pay 8% of the employee share of retirement. Miscellaneous employees hired on or after May 17, 2011, shall pay 7% of the employee share of retirement.
2. The City agrees to continue Government Code Section 20691, Conversion of Employer Paid Member Contributions (EPMC), for miscellaneous employees.
3. Safety police and miscellaneous employees hired on or after January 1, 2013, will pay the employee contribution as specified and adjusted by PERS.

C. Retiree Health Insurance:

1. Employees hired on or prior to May 8, 2007, who retire³ from City service on July 1, 2007, or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

³ "Employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date the Addendum was approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

- a. Employees who retire with less than 5 years of service⁴ shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
- b. Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.

Subject to the maximum set forth in Item 1.c. below, the City retiree health insurance contribution shall be as follows:

- 1. Retiree only – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."
 - 2. Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
 - 3. Retiree and two or more dependents - an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus \$100.
- c. The City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus one plus \$100 (for retiree plus two or more dependents), as of January 1, 2012.
 - (1) The January 1, 2012, cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)

⁴ "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

2. The City shall contribute \$25 per pay period into a Health Reimbursement Arrangement for each probationary/permanent employee hired after May 8, 2007.

D. Retiree Dental and Vision Insurance:

Effective the first full pay period after approval of this MOU by the City Council, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to 80% City contribution.

E. Social Security Retirement Plan:

Employees in the Police Bargaining Unit shall maintain enrollment in the federal Social Security System (F.I.C.A.).

F. Out-of-Area Health Plan (OAHP):

1. OAHP shall work in conjunction with the Health Reimbursement Arrangement (HRA) provided by the City to active employees. Each OAHP retiree will obtain a participant account.
2. Only retirees who (a) are not eligible for Medicare who reside outside of the service area as defined by the City health insurance carriers; (b) qualify for retiree health coverage pursuant to Article VI, Section C; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHP.
3. Once a retiree opts to participate in OAHP, the retiree shall thereafter be prohibited from returning to retiree health coverage.
4. The City will contribute to the retiree's participant account monthly in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of OAHP election. Eligible dependents not covered at the time of election will not be added at a later date. Annual confirmation of dependent eligibility will be required. The City's contribution would be used for premiums to obtain health coverage and other qualified out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.
5. Upon the death of, or marital dissolution from, the retiree's spouse on record at the time of election to participate on OAHP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any

subsequent marriage(s) (i.e. post initial OAHP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to the City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

6. Rules and procedures governing OAHP shall be determined and administered by the City's Human Resources Department. Disputes regarding OAHP shall be appealed to the City Manager or designee and shall not be subject to arbitration.

ARTICLE VII – INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

A. Health Insurance:

~~1. Beginning January 1, 2011, the City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase above the 2010 Kaiser monthly premium rate for employee only category (\$507.89), employee plus 1 category (\$1,015.78), and employee plus 2 or more category (\$1,320.52), rounded to the next whole number.~~

Example:

~~Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $\$558.68 - \$507.89 = \$50.79$, $\$50.79 \times 50\% = \25.40 , $\$486.00 + \$25.40 = \$511.40$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$511 per month.~~

~~Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $\$1,117.36 - \$1,015.78 = \$101.58$, $\$101.58 \times 50\% = \50.79 , $\$972.00 + \$50.79 = \$1,022.79$. After rounding to~~

~~the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month.~~

~~Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $\$1,452.57 - \$1,320.52 = \$132.05$, $\$132.05 \times 50\% = \66.03 , $\$1,263 + \$66.03 = \$1,329.03$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month.~~

1. The City's maximum monthly contribution for active employee health coverage for the year 2025 is as follows:

Employee only: \$754

Employee plus one: \$1,506

Employee plus family: \$1,955

2. The City's maximum monthly contribution for active employee health insurance will be adjusted annually. If there is an increase in the Kaiser HMO monthly premium, the City will cover 50% of the increase, adding it to the previous year's contribution for employee-only, employee plus one, and employee plus two or more coverage levels. The final amount will be rounded to the next whole number. The employee is responsible for the difference between the applicable premium and the City's contribution. If there is no premium increase, the City's contribution remains unchanged.

Example:

If the previous year's City contribution for the employee-only coverage was \$500 and the Kaiser HMO premium increased by \$20, the new City contribution would be:

$$\underline{\$500 + (50\% \text{ of } \$20) = \$500 + \$10 = \$510}$$

- 6-3. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A, item 1 and 2 above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.

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7.4. High-Deductible Health Plans

- a. The City agrees to offer two High-Deductible Health Benefit Plans offered by the health benefit plan carriers.
- b. The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select either of the High-Deductible Health Benefit Plans.
- c. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

8.5. Health Insurance – Cash Back

- a. Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by the City, may decline to participate in City health insurance coverage.
- b. Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$300 per month for each month the employee does not participate in City health insurance coverage.
- c. Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period.
- d. This section shall be administered pursuant to procedures established by the City Human Resources Department.
- e. Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.
- f. An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

B. IRS 125 Reimbursement Account:

The City will provide access to an IRS 125 Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

C. Health Benefits Labor-Management Committee:

The parties agree to participate in a city-wide Health Benefits Labor-Management Committee to review existing health benefit programs, plan changes, and cost containment. The Health Benefits Labor-Management Committee shall be open to all employee organizations representing City employees. FPOA may select up to two representatives to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

D. Dental Insurance:

Dental insurance will be provided by Delta Dental Plan. ~~Effective the first full pay period after approval of this MOU by the City Council, t~~The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The City's obligation for dental insurance coverage is limited to plan contributions. Delta Dental Services, Inc. shall determine dental plan coverage.

E. Vision Care:

Vision coverage will be provided by Vision Services Plan. ~~Effective the first full pay period after approval of this MOU by the City Council, t~~The City will contribute 80% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The City's obligation for vision insurance coverage is limited to plan contributions. VSP shall determine vision plan coverage.

F. Life Insurance:

The City agrees to continue to pay premiums to provide \$50,000 life insurance coverage and \$50,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive \$2,000 life insurance coverage.

G. Short Term Disability Program:

The City agrees to provide a Short-Term Disability Insurance Program as provided in the plan document, with the City paying 100% of the monthly premium rate for the weekly indemnity insurance program (short term disability) of 60% of salary for 26 weeks. The waiting period for initiation of benefits under the plan shall be 12 calendar days. This program is for non-job-related injuries or illness.

H. Long Term Disability Program:

The City agrees to provide a long-term disability program for employees in the bargaining unit as provided in the plan document. The plan shall provide for a maximum benefit of 60% of salary, up to age 65. This program is for non-job-related injuries or illness.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

A. Work Shifts and Work Schedules:

The Police Chief or designee shall establish work shifts and work schedules for all employees. Employees shall work shifts of eight, nine, ten, eleven or twelve hours based on the Police Department's needs.

The Police Department may redefine the first and last day of any scheduled workweek for each shift. The redefined workweek will be implemented for each work schedule based on the Police Department's scheduling requirements.

Prior to any permanent change in work schedules, the department will give notice to the FPOA and, if requested by the FPOA, meet over the impact of such change.

As a result of a scheduled shift rotation, should an employee be required to work a different shift with less than a 12-hour period off between the old shift and the new, that employee shall be granted up to one scheduled shift off or paid administrative leave to ensure adequate rest between shifts. An employee's regular days off prior to the shift change shall not be changed for the purposes to avoid this provision.

All FLSA 7K exemptions for Police officers will apply, e.g., hours worked and overtime provisions, unless modified by this Memorandum of Understanding.

B. Daylight Savings Time:

Effective upon Council adoption, if the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if appropriate. If the changeover from Standard Time to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except those employees shall be allowed to debit available annual leave, compensatory time or holiday leave balances to offset any loss of pay that would otherwise occur.

C. Shift Rotation Schedule:

1. The shift rotation schedule for non-probationary police officers and sergeants shall be by seniority bidding. The Chief of Police or designee can alter shift assignments when it is in the best interest of the department under the following circumstances (the Chief will advise the FPOA President of his actions and reasons therefore):

- a. Deployment of probationary officers.

- b. Deployment of patrol officers/sergeants in special assignment positions.
- c. It is recognized by the Chief that there exists an issue of officer safety or the need to deploy a specific officer due to personal matters.

2. Shift rotations shall occur during the following time periods:

Patrol Personnel:	March and September
Dispatch Personnel:	March and September

D. Shift Trade:

A shift trade system is authorized wherein an employee scheduled for duty on a given day and shift can, with prior notice to the Chief of Police or designee; arrange to have another employee work for him/her. Shift trades may only take place between employees who are in the same job classification and within the same pay period. Example, a Police Officer may only make a shift trade with another Police Officer. A Police Officer may not make a shift trade with a Police Sergeant.

E. Minimum Staffing Levels:

Police Department staffing levels shall be established by the Chief of Police.

F. Overtime:

Overtime may be required of any employee when the Chief of Police or designee determines it to be in the best interest of the City. Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel. However, no employee may be required to work overtime during any scheduled workweek in which the employee is on unpaid status due to disciplinary action.

Overtime will be paid for any hours worked outside an employee's scheduled hours of work.

Time worked in excess of eight (8) hours in a day shall not count in determining whether an employee has worked in excess of forty (40) hours in a week.

The overtime rate of pay shall be either 1½ times the hourly rate of salary with respect to cash payment; or 1½ hours for each hour worked with respect to compensatory time off (CTO). Compensatory time off hours shall be included on payroll stubs.

G. Overtime Rotation System:

An overtime rotation system shall be approved by the Chief of Police which provides an equal opportunity for all officers to assume overtime assignments when the overtime is discretionary.

H. Call-In Pay:

1. Any employee who is called in to work with less than 24 hours' notice shall be compensated at a minimum of four hours at the overtime pay rate, except as reflected herein.
2. The City reserves the right to assign an employee to overtime work concurrent with the beginning or end of a shift, provided that an employee is given more than 24 hours' notice. In such cases, the employee will be compensated hour for hour at time and one half.
3. Employees will be compensated with a minimum of two (2) hours of overtime pay for departmental meetings and training held outside an employee's scheduled hours of work.

I. Telephone Standby/Court Preparation:

1. The City will pay a minimum of two (2) hours of overtime for telephone standby for court, or cancellation of a court appearance within 24 hours prior to the scheduled court appearance.
2. Employees scheduled to appear in court shall be compensated a minimum of four (4) hours at the overtime rate if the employee reports for the appearance. Employees who report for a court appearance shall not be eligible to receive the two (2) hours of overtime for court telephone standby or less than 24-hour Court cancellation as set forth in Item 1 above.

J. Compensatory Time Off:

Compensatory time off (CTO) may be accrued in lieu of overtime pay to a maximum of one hundred sixty (160) hours. Employees may take CTO off at the convenience of the City and upon approval of the Chief of Police.

1. Exception: Events or training, which are subject to outside reimbursement, will be posted in advance if eligible for overtime pay only. These instances must be pre-approved by the Chief of Police or designee and the overtime must be specifically posted as "eligible for overtime pay only."
2. Effective the first full pay period after approval of this MOU by the City Council, employees may, within the first 30 days after ratification by the City Council, convert all accrued CTO to cash on an hour for hour basis.

K. Standby Duty – Dispatchers:

1. The City may assign a Dispatcher to Standby Duty, as it deems necessary. Standby Duty requires a Dispatcher assigned:

- a. To be ready to respond immediately to calls from the City and to be called into work;
 - b. To be reachable by telephone/pager;
 - c. To refrain from activities which might impair their ability to perform any assigned duties.
2. Standby Duty shall be for a 24-hour period.
 3. Employees assigned to Standby Duty shall receive compensation of \$70.00 per 24-hour period.
 4. Employees assigned to Standby Duty and who are called in to work shall be compensated at the overtime rate pursuant to Article VIII, Section E (Overtime) of the Agreement. Article VIII, Section G (Call-In Pay) of the Agreement shall also apply.
 5. Standby Duty shall be assigned by the Police Department on an equitable basis based on the needs of the department.

ARTICLE IX – LEAVES

A. Annual Leave:

1. Employees shall receive the following Annual Leave credits:

Non-shift personnel (40-hour work week):

Length of Service	Annual Leave Allowance
0 – 5 years	16.34 hours per month
5 – 10 years	19.34 hours per month
10 – 15 years	22.34 hours per month
15+ years	24.34 hours per month

Shift personnel:

Length of Service	Annual Leave Allowance
0 – 5 years	17.00 hours per month
5 – 10 years	20.00 hours per month
10 – 15 years	23.00 hours per month
15+ years	25.00 hours per month

2. Except as specified in Article IX, Section B below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article IX, Section B, below.

3. Annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to City Personnel Rules. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article IX, Section B of this MOU.
4. Employees with annual leave balances that exceed the annual leave caps of 400 as of the date of ratification of this MOU by City Council, may retain such balances until the annual leave balances are reduced to the new cap.
 - a. To avoid exceeding the maximum of 400 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 400 hours, the number of hours that exceed 400 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.
5. Cash Out of Annual Leave
 - b. Employees may cash out up to 40 hours of annual leave per fiscal year.
 - c. Annual Leave shall be cashed out pursuant to procedures established by the City Human Resources Department.
 - d. Accrued annual leave shall be cashed out upon separation from employment with the City on an hour for hour basis.
6. Annual vacation requests shall be approved based on department policy as approved by the Chief of Police.

B. Sick Leave:

1. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.
2. The City's contract with CalPERS permits sick leave to be converted to service credit for purposes of retirement (Government Code section 20965).
3. Accrued sick leave shall not be cashed out.
4. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

C. Holidays:

1. Employees who are not assigned by the Police Chief to work shifts shall receive the following:

a. The following holidays shall be observed by the City:

- (1) New Year's Day (January 1)
- (2) Martin Luther King Day
- (3) President's Day (Washington's Birthday)
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Friday following Thanksgiving Day
- (10) December 24
- (11) Christmas Day
- (12) December 31
- (13) One (1) personal holiday as set forth in Item e) below.

b. If any holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

c. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday.

d. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken. Examples of this would include a non-peace officer assigned to work a shift who's regularly scheduled workday falls on a holiday or a non-shift peace officer whose duties required him/her to work on a holiday.

e. As listed under Item (a) above, employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. The personal holiday shall be taken in the same manner and under the same rules as compensating time off (CTO), except that employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

f. No holiday pay shall be accrued when an employee has been off work on unpaid status for more than 90 days.

2. Effective July 1, 2010:

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Employees who are assigned by the Police Chief to work shifts ~~shall cease accruing Holiday Leave time; instead, such employees~~ shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Holiday Pay is additional compensation for employees who are normally required to work on an employer-approved holiday because they work in positions that require staffing without regard to holidays. Employees no longer accrue Holiday Leave credits, but employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

D. Use of Accrued Employee Furlough Time:

Between March 2009 and June 2010 employees (except employees in the classes of Dispatcher I, Dispatcher II, and Communications Supervisor) had their salary reduced 2 hours per pay period in exchange for accruing 2 hours per pay period of Furlough Time. For those employees with accrued Furlough Leave on the books, the use of Furlough Leave shall be treated the same as Annual Leave, except that accrued Furlough Leave shall have no cash value.

E. Maternity/Paternity Leave:

The City and FPOA agree that the family leave policy will be to provide four (4) months of maternity/paternity leave, without compensation, consistent with law.

F. FPOA Catastrophic Leave Bank:

1. The purpose of the FPOA catastrophic time bank is to enable employees to receive and donate accrued annual leave, sick leave, and compensating time off (CTO) credits to assist employees who have no leave and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of the immediate family as defined in City Personnel Rules. The following conditions shall apply:
 - a. Catastrophic Leave will be available only to employees who have exhausted all of their own paid leave through a bona fide serious illness, injury or FPOA defined catastrophic.
 - b. The City shall administer the time bank.
 - c. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.
 - d. All donations are to be confidential, between the donating employee and the City.
 - e. Employees donating to the time bank must have forty (40) hours of annual leave or sick leave available after making a donation.
 - f. Donating employees must sign an authorization form (prepared by the City) and specify the employee who is to be a recipient of the

- donation. Employees relinquish all rights and claims to hours donated. Donor specific time does not require exhaustion of accrued leave time by recipient.
- g. Donations shall be subject to applicable tax laws.
- h. Availability of catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
- i. The City may require a physician's statement stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

ARTICLE X – MISCELLANEOUS

A. Fitness for Duty:

1. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the work of the employee's position. The City shall pay the cost of such examination.

The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee.

After consideration of the report and other pertinent information, the City will take steps in accordance with State and Federal law regarding disabilities. If the City concludes the employee is unable to perform the work of his/her present position, the City may demote or transfer the employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

An employee terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the right to submit the matter to binding arbitration, pursuant to Article XI of this MOU.

After weighing the evidence submitted by both parties, the employee may be reinstated if the arbitrator determines that the employee is fit to perform the duties of his/her former position. Reinstatement shall not require current eligibility on any city employment list. The arbitrator may elect to pay the employee for some or all of the time between the termination date and the date of the arbitrator's award.

2. This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.
3. The parties agree to meet during the term of this agreement to review policies and statutes that govern Fitness for Duty and insure compliance with state law.

B. City Vehicle Use:

City vehicles shall be assigned at the discretion of the Chief of Police.

C. Probationary Period:

1. The City will require a 12-month probationary period for all classes in the police bargaining unit. All regular employees shall serve a 12-month probationary period upon appointment to a classification in the police bargaining unit; with the exception that employees appointed to the class of Police Officer shall begin their 12-month probationary period at the conclusion of academy graduation. Probationary periods may be extended consistent with City Personnel Rules.
2. Notwithstanding Section C, subsection 1 above, employees in the class of Crime Analyst shall not complete the probationary period until the employee possesses the Crime and Intelligence Certificate as set forth in Article V, Section J, subsection 6. Failure of any employee in the class of Crime Analyst to possess the Crime and Intelligence Certificate prior to conclusion of the probationary period shall cause the employee to be released from employment in the class.
3. Notwithstanding Section C, subsection 1 above, employees in the class of Dispatcher I/II, if starting in the entry level of Dispatcher I, will serve a minimum 18-month probationary period. This involves 12 months in the probationary trainee position of Dispatcher I, followed by another 6 months of probation upon advancement to Dispatcher II. Failure of any Dispatcher I to attain POST certification prior to the conclusion of the 12 months Dispatcher I probationary period shall cause the employee to be released from employment in the class.

D. Permanent Part-Time Employees:

Permanent part-time employees are employees hired off an eligible list and who work at least 20 hours per week and not more than 39 hours per week.

The City agrees to ~~provide the same pay 100% of the~~ health, dental, and vision insurance ~~contributions premiums~~ for the employee-only category for permanent part-time employees ~~that it provides permanent full-time employees~~. Permanent part-time employees shall have the option to purchase ~~employee plus 1 or employee plus 2 or more dependent~~ coverage through the City at rates established by the City's health, dental and vision insurance carriers. When a permanent part-time employee purchases dependent coverage, the employee shall pay the difference between the amount paid by the City for employee-only coverage and the cost of the dependent coverage.

Other benefits provided in the Memorandum of Understanding (MOU) between the City and the FPOA shall be allocated to permanent part-time employees on a pro-rata basis.

E. Voluntary Wellness Program:

The Police Department will implement a Voluntary Wellness Program for employees in the classes of Police Officer, Police Corporal, Police Sergeant, and Community Service Officer. The purpose of the program is to encourage the proper physical conditioning and health of law enforcement personnel. The department shall determine specific procedures and policies; however, key elements shall include:

1. Regular exercise regimen. Employees shall be granted up to four hours (not to exceed one hour per shift) of release time per workweek to exercise, call load permitting. Such time shall be scheduled at the discretion of appropriate supervisory personnel.
2. Participation in an annual "baseline" physical evaluation conducted by the department.
3. The Chief of Police shall be authorized to implement program changes which benefit additional members of the FPOA. Those additions will be published consistent with department directives.

Nothing in this section shall be deemed to interfere or infringe upon the right of the City to set work schedules and/or hours of work as set forth in Article II, Section 1 of this Agreement.

F. Personal Leave Time:

1. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:

- b. Use of PLT shall be subject to operating needs of the Police Department.
 - c. Use of PLT shall not cause the Police department to backfill behind an employee using OLT.
 - d. PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.
2. At such times that the Chief of Police changes the work schedule for Dispatchers from a 12-hour day shift to a 10-hour day shift, Dispatchers shall accrue a one-time grant of 100 hours of Personal Leave Time. Nothing in this section shall be deemed to interfere or infringe upon the right of the City to set work schedules and/or hours of work as set forth in Article II, Section I of this Agreement.

G. Mutual Aid Assignments:

All personnel assigned by the Chief of Police to provide Mutual Aid to another public agency will be compensated (portal to portal) from time of assignment to their return to the police headquarters. While on Mutual Aid assignment, personnel will be compensated at their regular rate of pay during their normally assigned shifts. Personnel assigned to work on days off shall be compensated at the overtime rate.

Specific policies and procedures applicable to Mutual Aid assignments shall be determined by the department.

H. Lateral Hire – Police Officer/Dispatcher

As a recruitment incentive for the lateral hire of a Police Officer or Dispatcher, the City may, at its discretion, offer one or more of the following employment enhancements:

2. Accrual of Annual Leave pursuant to Article IX, Section A, at the rate consistent with the vacation accrual rate of the lateral hire's last place of employment as a Police Officer/Dispatcher.

3. Training and education incentives pursuant to Article V, Section H.
4. Salary step placement consistent with the candidate's previous experience as a Police Officer/Dispatcher.
5. Crediting of up to forty (40) hours of personal leave time (PLT). PLT shall have no cash value. PLT shall be taken in a manner consistent with department vacation policy. Should a lateral hire terminate employment with the City, any unused PLT shall be forfeited.

ARTICLE XI – GRIEVANCE PROCEDURE

A. Definition:

The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or FPOA which involves the interpretation, application, or compliance with the provisions of this Agreement or City Rules.

B. Time Limits:

Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

C. Presentation:

An employee and/or FPOA representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

D. Procedure:

All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. FPOA may refuse to represent a grievant and the

City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

1. STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee or FPOA should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
2. STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Police Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Police Chief or designee shall meet with the grievant to discuss the matter. The Police Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Police Department and the reasons therefore, as related to the grievance.
3. STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration.

Matters involving the interpretation or application of this Agreement may only be submitted to Step 4 by FPOA. Employees may submit matters of discipline to arbitration pursuant to Article XII of this Agreement.

4. STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting. An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to

voluntarily agree upon an arbitrator, the parties shall make a joint request to the American Arbitration Association or the Mediation and Conciliation Service of the State of California. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, FPOA, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement or City rules. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline, which have not been submitted to arbitration by FPOA, all costs will be split between the parties to the arbitration and shall not include FPOA.

ARTICLE XII – DISCIPLINE PROCEDURE

A. Policy:

It is the policy of the City that the discipline of City employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules.

B. Definition:

As used herein, “disciplinary action” means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Application of Appeal Procedure:

1. Permanent Status: This article shall only apply to employees with permanent status with the City.
2. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
3. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.

4. Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
5. A written reprimand shall be appealable only to the City Manager or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Manager or designee shall be final.
6. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided, however, that the employee has not been subject to disciplinary action during the two (2) year period.
7. A counseling memorandum, letter of instruction or similar action shall not be considered formal disciplinary action. Such measures shall be considered corrective action. The Police Chief may issue General Orders defining corrective action measures and identify those management personnel who can issue such measures. Corrective action may not be appealed beyond the Police Chief.

E. Cause for Disciplinary Action:

1. Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):
 - b. Misstatement of facts during hiring process
 - c. Falsification of an entry on a City document (e.g., timecard, expense report)
 - d. Disclosure of confidential information
 - e. Insubordination or willful disobedience
 - f. Incompetence, inefficiency or unsatisfactory job performance
 - g. Discriminatory, discourteous, or unbecoming behavior
 - h. Theft, misuse or unauthorized use or possession of City property
 - i. Dishonesty
 - j. Misconduct, i.e., any behavior that brings harm or discredit to the City
 - k. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business
 - l. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to the City
 - m. Excessive absence or tardiness
 - n. Absence without approved leave

- o. Violation of a City rule, policy, or procedure
- p. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- q. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position

F. Preliminary Notice of Disciplinary Action:

1. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice ten (10) workdays after the date of mailing.
2. The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Article XII, Section E, General Orders, or the Personnel Rules which have been violated;
 - d. Any supported material or documentation;
 - e. A Preliminary Notice of Disciplinary Action shall be valid provided it contains a statement advising the employee of the right to request a Skelly Meeting, the manner and time in which the request for a Skelly Meeting must be made, and the required content of the request for a Skelly Meeting; and
 - f. The name and address of the person to whom all written communication regarding this Skelly Meeting [alternatively, matter] shall be sent.

G. Skelly Meeting:

1. An employee who is subject to disciplinary action shall have the right, within five (5) workdays after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.

2. Failure to respond to or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.
3. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the City, with a copy to the employee and the employee's representative, if applicable. The Skelly Officer may recommend that the City dismiss, modify, or sustain the proposed discipline.
4. If the proposed discipline is sustained or modified by the City after the Skelly Meeting, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action, except that the Final Notice of Disciplinary Action shall include a statement advising the employee of the right to appeal the action, the manner and time in which the appeal must be made, the required content of the appeal, and the name and address of the person to whom all written communication regarding the appeal shall be sent.

H. Appeal of Disciplinary Action:

1. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
2. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.
3. Appeals of disciplinary actions to arbitration shall be pursuant to Article XI (Grievance Procedure) of this Agreement, except that on disciplinary appeals:
 - a. An appeal for a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by FPOA, self-represented, or independent counsel, and the City who

- may be represented by the Human Resources Department or counsel.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

ARTICLE XIII – LAYOFF

A. Layoff

When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in the Police Department bargaining unit, the order in which employees will be laid off within each class affected by the layoff shall be based on seniority as provided in Section C.

1. Area of Layoff:

The City shall determine the area(s) and positions in which layoffs may occur, including the identification of the division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to FPOA prior to implementation of the layoff, and upon request, shall meet with FPOA in good faith regarding the impact of the layoff (consistent with Section H). Unless agreed otherwise, the following layoff procedure shall be followed:

- a. Employees holding temporary, seasonal, part-time, probationary, or provisional appointments in the class shall be laid off first. Employees serving in a regular part-time position shall be laid off second. Employees who have completed probation (i.e. permanent employees) shall be laid off last. Employees off work on approved leave (workers compensation, disability leave, etc.) who are identified for layoff shall be laid off in the same manner as if the employee was on active duty.
- b. Should it become necessary to lay off permanent employees, the employees laid off shall be those with the least service credit within the identified classifications in the department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the Police department shall determine which person shall be laid off.

2. Seniority Defined:

Seniority shall be defined by the date of the most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.

3. Notification:

Employees to be laid off shall be given final written notification by the City of such action. Whenever possible, such notification shall be given a minimum of thirty (30) calendar days prior to the effective date of the layoff. At its discretion, the City may also issue preliminary written layoff notices.

4. Right to Demote:

Any employee who is scheduled for layoff shall have a right to demote to a class in which the employee formerly held permanent status. Any employee scheduled for layoff in a class outside the bargaining unit shall bump into a class in the bargaining unit if they formerly held permanent status in that class. If there is no authorized position in the class to which the employee would otherwise have a right to demote, then the employee shall be laid off from employment.

The right to demote shall be implemented as follows:

- a. If there is only one other lower salaried class in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees in that class, the demoting employee shall be laid off from that class and from employment.
- b. If there are two or more lower salaried classes in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees in that class, the above process shall continue until the demoting employee either reaches a class in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee in that class, or the employee is laid off from employment.
- c. An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.

- d. An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- e. An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

5. Reemployment:

The names of employees laid off in accordance with the provisions of this section shall be placed on a reemployment list. Names shall be placed on a reemployment list by classification in order of seniority. A reemployment list will be used to fill vacancies in the classification before any other eligible list that exists for that classification. In the event that a person on layoff declines reemployment to a vacant position in the classification from which the employee was laid off or cannot be contacted through telephone and certified mail within fifteen (15) working days, such person's name shall be removed from the reemployment list.

A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner if exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to the layoff, including prior Annual Leave accrual rates, health benefits provided in the current FPOA Memorandum of Understanding, retirement tier (as permitted by PERS law) and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement. Rehire shall be subject to successful completion of pertinent psychological, medical, polygraph, and background investigations.

6. Appeals:

Interpretations of the provisions of this section may be appealed through the grievance procedure (Article XI) of this Agreement. Such grievances must be filed within five (5) workdays of final written notification of the proposed layoff. For the purpose of appealing interpretations of this section, grievances shall be filed directly with the City Manager (Step 3 of the grievance procedure). The filing of a grievance shall not prevent the City from implementing the layoff. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

7. Nothing in this section shall delay or limit the City's right to lay off employees.

ARTICLE XIV – TERM AND SIGNATURE CLAUSE

A. Term of Agreement:

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of January 1, ~~2025~~2026, and shall expire December 31, 2028~~5~~. Should either party desire to commence the meet and confer process for the next subsequent Memorandum of Understanding, that party shall notify the other in writing no earlier than one hundred twenty (120) calendar days prior to the expiration date of the existing Memorandum of Understanding, and the meet and confer process shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

B. Signature Clause:

The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____, 2025 by the employer employee representatives whose signatures appear below on behalf of their respective organizations.

FPOA Memorandum of Understanding
1/1/256 – 12/31/258

CITY OF FOLSOM

FOLSOM POLICE OFFICERS ASSOCIATION

Bryan Whitemyer
City Manager

~~John Triplett~~ Paul Rice
President, FPOA

Allison Garcia
Human Resources Director

Larry Menth
Labor Relations Consultant

~~Richard Hillman~~ Randy Ulibarri
Vavak
Interim Chief of Police

~~Michael Grueneberg~~ Eathan
~~Board Member~~ Vice President, FPOA

Vance Piggott
City Representative

~~Deidre McAuliff~~ Luis Mena
Board Member, FPOA

Gabriela L. Cousineau
Management Analyst, HR

~~Paul Rice~~ Gavin Plank
Board Member, FPOA

~~Daren Prociw~~ Jessica Price
Board Member, FPOA

Attachment A. Salary Schedule

Per MOU dated 01/01/2025 - 3.00% COLA eff: 01/01/2025															
CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:															
Additional 2% market adjustment															
POLICE OFFICER (probationary/pre-service)	C	41P	78,587												
POLICE OFFICER (POST certified/tenure)	C	44P	89,145	91,820	94,574	97,411	100,334	103,344	106,444	109,637	112,926				
POLICE CORPORAL	C	48P	95,316	98,173	101,120	104,154	107,278	110,497	113,812	117,226	120,743				
POLICE SERGEANT	C	54P	108,262	111,510	114,855	118,301	121,850	125,506	129,271	133,149	137,143				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	87,757	90,390	93,101	95,894	98,771	101,734	104,786	107,930	111,172				
CRIME ANALYST	A	45P	82,129	86,287	90,655	95,246	100,067	105,132	107,761						
	B	45P	80,126	82,129	84,182	86,287	88,445	90,655	92,922	95,246	97,626	100,067	102,568	105,132	107,761
DISPATCHER I	A/B	36D	66,788												
DISPATCHER II	A	38D	76,313	78,603	80,961	83,390	85,891	88,468	91,122	93,856	96,671				
COMMUNITY SERVICE OFFICER	A/B	34P	58,390	61,310	62,843	64,414	66,024	67,675	69,367	71,101	72,878	74,700	76,568	78,482	
POLICE RECORDS TECHNICIAN	A	33P	51,383	53,958	56,637	59,482	62,452	65,575	67,215						
	B	33P	51,015	52,290	53,597	54,937	56,311	57,718	59,161	60,640	62,156	63,710	65,303	65,575	67,215
POLICE RECORDS SUPERVISOR	A	51P	63,476	66,640	69,965	73,474	77,146	81,003	83,029						
	B	51P	63,022	64,597	66,212	67,868	69,564	71,303	73,086	74,913	76,786	78,706	80,673	81,004	83,029
VOLUNTEER COORDINATOR	A	51P	63,476	66,640	69,965	73,474	77,146	81,003	83,029						
	B	51P	63,022	64,597	66,212	67,868	69,564	71,303	73,086	74,913	76,786	78,706	80,673	81,004	83,029
ANIMAL CONTROL OFFICER		47P	59,521	62,534	64,098	65,700	67,343	69,026	70,752	72,521	74,334	76,192	78,097	80,333	82,341

Note: Those on Schedule "A" were hired prior to 02/06/2014. All others are Schedule "B."

FPOA Memorandum of Understanding
 1/1/256 – 12/31/258

Per MOU dated 01/01/2026 - 3.00% COLA eff: 01/01/2026

CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY															
Additional 4% market adjustment															
POLICE OFFICER (Probationary/Pre-service)	C	41P	84,183												
POLICE OFFICER (POST Certified/Career)	C	44P	95,492	98,357	101,308	104,347	107,477	110,702	114,023	117,443	120,967				
POLICE CORPORAL	C	48P	102,102	105,165	108,320	111,570	114,917	118,364	121,915	125,573	129,340				
POLICE SERGEANT	C	54P	115,971	119,450	123,033	126,724	130,526	134,442	138,475	142,629	146,908				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	90,393	93,105	95,898	98,775	101,738	104,790	107,934	111,172	114,507				
CRIME ANALYST	A	45P	84,593	88,876	93,375	98,103	103,069	108,286	110,994						
	B	45P	82,530	84,593	86,708	88,876	91,098	93,375	95,710	98,103	100,555	103,069	105,645	108,286	110,994
DISPATCHER I	A/B	36D	68,792												
DISPATCHER II	A	38D	78,603	80,961	83,390	85,891	88,468	91,122	93,856	96,671	99,571				
COMMUNITY SERVICE OFFICER Additional 2.5% market adjustment	A/B	34P	61,646	64,728	66,346	68,005	69,705	71,448	73,234	75,065	76,941	78,865	80,836	82,857	
POLICE RECORDS TECHNICIAN	A	33P	52,924	55,577	58,336	61,267	64,326	67,542	69,231						
	B	33P	52,545	53,859	55,205	56,585	58,000	59,450	60,936	62,460	64,021	65,622	67,262	67,542	69,231
POLICE RECORDS SUPERVISOR	A	51P	65,380	68,639	72,064	75,679	79,460	83,433	85,520						
	B	51P	64,912	66,535	68,199	69,904	71,651	73,442	75,278	77,160	79,089	81,067	83,093	83,434	85,520
VOLUNTEER COORDINATOR	A	51P	65,380	68,639	72,064	75,679	79,460	83,433	85,520						
	B	51P	64,912	66,535	68,199	69,904	71,651	73,442	75,278	77,160	79,089	81,067	83,093	83,434	85,520
ANIMAL CONTROL OFFICER		47P	61,307	64,411	66,021	67,671	69,363	71,097	72,875	74,696	76,564	78,478	80,440	82,742	84,811

Note: Those on Schedule "A" were hired prior to 02/06/2014. All others are Schedule "B."

Per MOU dated 01/01/2026 - 3.00% COLA eff: 01/01/2027

CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY															
Additional 2.5% market adjustment															
POLICE OFFICER (Probationary/Pre-service)	C	41P	88,876												
POLICE OFFICER (POST Certified/Career)	C	44P	100,816	103,840	106,956	110,164	113,469	116,873	120,380	123,991	127,711				
POLICE CORPORAL	C	48P	107,794	111,028	114,359	117,790	121,323	124,963	128,712	132,573	136,550				
POLICE SERGEANT	C	54P	122,436	126,109	129,892	133,789	137,803	141,937	146,195	150,581	155,098				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	93,105	95,898	98,775	101,738	104,790	107,934	111,172	114,507	117,942				
CRIME ANALYST	A	45P	89,575	94,054	98,757	103,695	108,880	114,324	117,182						
	B	45P	87,131	89,309	91,542	93,831	96,176	98,581	101,045	103,571	106,161	108,815	111,535	114,324	117,182
DISPATCHER I	A/B	36D	70,856												
DISPATCHER II	A	38D	80,961	83,390	85,891	88,468	91,122	93,856	96,671	99,571	102,559				
COMMUNITY SERVICE OFFICER Additional 2.5% market adjustment	A/B	34P	65,082	68,337	70,045	71,796	73,591	75,431	77,316	79,249	81,231	83,261	85,343	87,476	
POLICE RECORDS TECHNICIAN	A	33P	54,512	57,244	60,086	63,105	66,256	69,569	71,308						
	B	33P	54,121	55,474	56,861	58,283	59,740	61,233	62,764	64,333	65,942	67,590	69,280	69,569	71,308
POLICE RECORDS SUPERVISOR	A	51P	67,342	70,698	74,226	77,949	81,844	85,936	88,086						
	B	51P	66,860	68,531	70,245	72,001	73,801	75,646	77,537	79,475	81,462	83,499	85,586	85,937	88,085
VOLUNTEER COORDINATOR	A	51P	67,342	70,698	74,226	77,949	81,844	85,936	88,086						
	B	51P	66,860	68,531	70,245	72,001	73,801	75,646	77,537	79,475	81,462	83,499	85,586	85,937	88,085
ANIMAL CONTROL OFFICER		47P	63,146	66,343	68,001	69,701	71,444	73,230	75,061	76,937	78,861	80,832	82,853	85,225	87,355

Note: Those on Schedule "A" were hired prior to 02/06/2014. All others are Schedule "B."

FPOA Memorandum of Understanding
 1/1/256 – 12/31/258

Per MOU dated 01/01/2026 - 3.00% COLA eff: 01/01/2028

CLASSIFICATION	SCH	RNG	1	2	3	4	5	6	7	8	9	10	11	12	13
SAFETY:															
Additional 2.5% market adjustment															
POLICE OFFICER (Probationary/Pre-service)	C	41P	93,831												
POLICE OFFICER (POST Certified/Lateral)	C	44P	106,436	109,630	112,918	116,306	119,795	123,389	127,091	130,903	134,831				
POLICE CORPORAL	C	48P	113,804	117,218	120,734	124,356	128,087	131,930	135,888	139,964	144,163				
POLICE SERGEANT	C	54P	129,262	133,140	137,134	141,248	145,485	149,850	154,345	158,976	163,745				
MISCELLANEOUS:															
COMMUNICATIONS SUPERVISOR	A/B	49D	95,898	98,775	101,738	104,790	107,934	111,172	114,507	117,942	121,481				
CRIME ANALYST	A	45P	92,263	96,876	101,720	106,806	112,146	117,753	120,697						
	B	45P	89,745	91,989	94,288	96,646	99,062	101,538	104,077	106,679	109,346	112,079	114,881	117,753	120,697
DISPATCHER I	A/B	36D	72,981												
DISPATCHER II	A	38D	83,390	85,891	88,468	91,122	93,856	96,671	99,571	102,559	105,635				
COMMUNITY SERVICE OFFICER	A/B	34P	68,711	72,146	75,950	79,799	77,694	79,636	81,627	83,668	85,759	87,903	90,101	92,353	
Additional 2.5% market adjustment															
POLICE RECORDS TECHNICIAN	A	33P	56,147	58,961	61,889	64,998	68,244	71,656	73,447						
	B	33P	55,745	57,139	58,567	60,031	61,532	63,070	64,647	66,263	67,920	69,618	71,358	71,656	73,447
POLICE RECORDS SUPERVISOR	A	51P	69,362	72,819	76,452	80,288	84,299	88,514	90,728						
	B	51P	68,866	70,587	72,352	74,161	76,015	77,915	79,863	81,860	83,906	86,004	88,154	88,515	90,728
VOLUNTEER COORDINATOR	A	51P	69,362	72,819	76,452	80,288	84,299	88,514	90,728						
	B	51P	68,866	70,587	72,352	74,161	76,015	77,915	79,863	81,860	83,906	86,004	88,154	88,515	90,728
ANIMAL CONTROL OFFICER		47P	65,040	68,333	70,041	71,792	73,587	75,427	77,313	79,245	81,227	83,257	85,339	87,782	89,976

Note: Those on Schedule "A" were hired prior to 02/06/2014. All others are Schedule "B."

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