

RESOLUTION NO. 48-23

1 RESOLUTION OF THE COUNCIL OF THE CITY OF CHICO APPROVING  
2 "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE  
3 CHICO POLICE OFFICERS' ASSOCIATION (CPOA) REGARDING PAY, HOURS, AND  
4 OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JULY 1,  
5 2023 THROUGH JUNE 30, 2026" (2023 MOU-CPOA)"

6 WHEREAS, the Council has previously recognized the Chico Police Officers' Association  
7 ("CPOA") as the exclusive representative of sworn Police Department employees of the City of  
8 Chico ("City"); and

9 WHEREAS, pursuant to the provisions of Government Code Section 3500 et. seq. and  
10 Chapter 2R.72 of the Chico Municipal Code ("Personnel and Employee Representation Rules"),  
11 authorized representatives of CPOA and of City have met and conferred in good faith concerning  
12 matters within the scope of representation; and

13 WHEREAS, City and CPOA have memorialized their agreement regarding matters within the  
14 scope of representation pursuant to the above referenced code provisions in the "MEMORANDUM  
15 OF UNDERSTANDING BETWEEN THE CITY OF CHICO AND THE CHICO POLICE  
16 OFFICERS' ASSOCIATION (CPOA) REGARDING PAY, HOURS, AND OTHER TERMS AND  
17 CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30,  
18 2026" (2023 MOU-CPOA);" and

19 WHEREAS, all current negotiated items have been incorporated into the 2023 MOU-CPOA;  
20 and

21 WHEREAS, City and CPOA have executed the 2023 MOU-CPOA and the City Clerk has  
22 made copies of the 2023 MOU-CPOA available to this Council for its consideration; and

23 WHEREAS, this Council has reviewed the 2023 MOU-CPOA and finds that it should be  
24 approved.

25 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chico as follows:

- 26 1. The 2023 MOU-CPOA is hereby approved and supersedes in all respects any and all  
27 terms and provisions of all prior memorandums of understanding between City and employees  
28 represented by CPOA, except to the extent that any term or provision of this 2023 MOU-CPOA  
expressly provides otherwise.

1           2. The City Manager is hereby authorized to make appropriate adjustments to the current  
2 and 2023/2024 Annual Budgets, to City's Administrative Procedure and Policy Manual, and such  
3 other rules and regulations of City as may apply, and to perform all other acts necessary to implement  
4 the terms and conditions set forth in the 2023 MOU-CPOA.

5           THE FOREGOING RESOLUTION WAS ADOPTED by the Council of the City of Chico at  
6 its meeting held on June 20, 2023, by the following vote:

7 AYES: Bennett, Morgan, Tandon, vanOverbeek, Reynolds, Coolidge

8 NOES: Winslow

9 ABSENT: None

10 ABSTAIN: None

11 DISQUALIFIED: None


12

13 ATTEST:

APPROVED AS TO FORM:

14

15   
Deborah R. Presson, City Clerk

16   
Vincent C. Ewing, City Attorney\*

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\*Approved pursuant to The Charter of the  
City of Chico §906 (E)

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF CHICO  
AND  
THE CHICO POLICE OFFICERS' ASSOCIATION (CPOA)  
REGARDING PAY, HOURS, AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF  
JULY 1, 2023 THROUGH JUNE 30, 2026  
(2023 MOU - CPOA)**

Pursuant to California Government Code Section 3500 et seq., the City of Chico, through its designated representative, (“City”) and the Chico Police Officers’ Association (“CPOA”) have met and conferred in good faith regarding various items relating to pay, hours, and other terms and conditions of employment for the employee unit represented by CPOA.

As a result of the aforementioned meetings, City and CPOA have reached agreement as provided in this Memorandum of Understanding (“MOU”) pursuant to California Government Code Section 3505.1.

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## ARTICLE ONE: GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. Generally.** Except as otherwise provided herein, all words and phrases used in this MOU shall have the meanings as set forth in the Charter of the City of Chico (“Charter”), the Chico Municipal Code (“CMC”), the City of Chico Personnel and Employee Relations Rules (“PERRs”), the City of Chico Administrative Procedure and Policy Manual (“AP&P”), and in California Government Code Section 3500 et seq. entitled, the “Meyers-Milias-Brown Act” (“MMBA”).
- B. Specific Definitions.** The following words or phrases shall have the meanings as set forth below, unless the context in which any word or phrase is used requires another meaning:
1. **“Chief of Police”** shall mean the Chief of Police of the Chico Police Department or a designated representative.
  2. **“City”** shall mean either the City of Chico, or the City Manager, or any Department Head thereof acting on behalf of the City of Chico or the City Manager, with regard to the provisions of this MOU.
  3. **“Compensatory Time Off” (“CTO”)** shall mean compensating time off which is granted in lieu of pay for overtime hours worked.
  4. **“Council”** shall mean the City Council of the City of Chico.
  5. **“Employee”** shall mean permanent and probationary full-time employees of City who are represented by CPOA and covered by this MOU, as set forth in Exhibit “A,” entitled “Schedule of Job Titles.”
  6. **Fair Labor Standards Act (“FLSA”)** shall mean the Fair Labor Standards Act of 1938, as amended and as implemented, through Title 29 of the Code of Federal Regulations.
  7. **“Pay”** shall include the term “wages” as used in MMBA.
  8. **Public Employees Retirement System (“PERS”)** shall mean the California Public Employee Retirement System.
  9. **“Registered Domestic Partner”** shall have the same meaning as provided in the California Family Code Section 297.
- C. Structure of MOU.** This MOU is structured with Articles, Subarticles, Sections, Subsections, Paragraphs, and Subparagraphs. As an example, the description of voluntary shift changes is found

in Article Seven - Working Conditions, Subarticle 7.1 - Hours and Shifts, Section C. – Specific Hours and Shifts, Subsection 2 - Shift Rotation, and Paragraph c – voluntary shift changes. This would be specifically cited as 7.1.C.2.c.

## **1.2 EFFECT OF MOU**

- A. Annual Budget(s) and AP&P.** If any provisions of the current City Annual Budget and any AP&P are inconsistent with any of the provisions of this MOU, the provisions of this MOU shall prevail and shall, upon approval by Council, supersede any such inconsistent provisions.
  
- B. City, State, or Federal Laws, Rules, or Regulations.** Unless otherwise specifically provided for herein, this MOU shall not affect or supersede the Charter, the CMC, the PERRs, or any other rule or regulation promulgated thereunder. Further, this MOU shall not affect any Federal or State statutes, or any rules or regulations promulgated thereunder.

## **1.3 TERM**

- A. Term.** Unless otherwise specifically provided for herein, all of the terms, conditions, and provisions of this MOU shall be effective for the period of July 1, 2023, through June 30, 2026. Such term shall remain in full force and effect; however, such terms, conditions, and provisions shall only be applicable to those Employees who are employed on and after the date that this MOU is approved by Council. This MOU supersedes and replaces in all respects the terms, conditions, and provisions established in all prior MOUs.
  
- B. Renewal or Termination.** This MOU shall be renewed automatically from year to year after the term set forth in 1.3.A unless either party shall give to the other party written notice of its desire to terminate this MOU, or unless either party gives written notice of its desire to modify or amend this MOU, in which case the terms, conditions, and provisions of this MOU shall continue in effect until such time as such modifications or amendments are approved by Council. Written notice shall be given to the other party on or before February 1<sup>st</sup> of any year during the term of this MOU in which the MOU expires at the end of the fiscal year, and negotiations over a successor MOU shall begin no later than March 31<sup>st</sup> of that year, unless otherwise agreed between City and CPOA. CPOA shall have thirty (30) days to review memorandum of understanding language, with no

penalty to CPOA, prior to signing a memorandum of understanding, unless otherwise agreed between City and CPOA.

#### **1.4 WAIVER OF MEET AND CONFER OBLIGATION DURING TERM OF MOU**

**A. Waiver.** City and CPOA acknowledge that, during the negotiations which resulted in this MOU, City and CPOA had the unlimited right and opportunity to make proposals regarding any matter not removed by law from the meet and confer or consultation arena, and that understandings and agreements arrived at by City and CPOA after the exercise of such right and opportunity are set forth in this MOU. Therefore, City and CPOA, for the duration of this MOU and subject to the exceptions contained herein, each waives the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to or covered in this MOU.

**B. Matters Not Covered by this MOU.** If, during the term of this MOU, City or CPOA desires to meet and confer or consult in good faith with respect to any matter not specifically referred to or covered in this MOU, City and CPOA agree to abide by MMBA regarding the obligation to meet and confer in good faith.

#### **1.5 LETTER AGREEMENT FOR VARIATION OF PROVISIONS**

It is recognized that occasions may arise during the term of this MOU when it is to the mutual benefit of City and CPOA to vary from the strict adherence to the provisions of this MOU. On such occasions, said provisions may be temporarily changed, modified, suspended, or otherwise varied from upon the voluntary and mutual agreement of the parties hereto as evidenced by a letter agreement signed by City Manager, on behalf of City, and by CPOA President, on behalf of Employees. Each such letter agreement shall temporarily modify this MOU as to its term, conditions, provisions, and requirements, for the stated purpose(s) and duration as set forth in the letter agreement.

#### **1.6 AMENDMENTS**

This MOU represents the entire understanding of City and CPOA as to those matters contained herein. No prior written understanding shall be of any force or effect with respect to those matters covered in this MOU. This MOU may not be modified or altered except by written amendment appropriately designated,

signed, and dated by City and CPOA. Any such amendment shall, unless otherwise provided, be considered as a part of this MOU from the effective date of this MOU.

#### **1.7 NON-DISCRIMINATION**

**A. CPOA Membership.** City and CPOA mutually agree to respect Employee rights as set forth in the PERRs, which includes the right to membership in an employee organization without discrimination on the part of City.

**B. Protected Group Status.** City and CPOA agree not to discriminate against Employees regarding any protected group referenced in the California Government Code Section 12940, as amended, and as set forth in California Government Code Section 3506, as amended.

#### **1.8 EQUAL EMPLOYMENT OPPORTUNITY PLAN**

CPOA agrees to abide by City's Equal Employment Opportunity Plan as set forth in Chapter 2R.76 of the CMC.

#### **1.9 SEVERABILITY**

If any provision of this MOU is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this MOU, and such provisions shall continue to remain in full force and effect.

#### **1.10 EXHIBITS INCORPORATED**

All Exhibits referred to in and attached to this MOU are hereby incorporated in this MOU by this reference.

## ARTICLE TWO: SPECIAL PROVISIONS - CPOA

### 2.1 RECOGNITION

City recognizes CPOA as the exclusive representative of Employees holding job titles as set forth in Exhibit "A" pursuant and subject to the decertification provisions of the PERRs. This supersedes any previous recognition.

### 2.2 CPOA MEMBERSHIP

Employees who elect to become dues paying CPOA members shall commit to paying their dues until the following May 1. Each year Employees shall have the right to withdraw from CPOA membership and their dues-paying obligation during the last full pay period prior to May 1. New Employees, or Employees who had not previously been CPOA members, will be allowed to become CPOA members at any time, and Employees' commitment to membership shall extend only to the following May 1.

### 2.3 CPOA DUES OR SERVICE FEE

**A. Dues or Service Fee Deduction.** City agrees to deduct CPOA dues or service fee from Employees' pay twice per month in accordance with the PERRs and AP&P No. 13-11 entitled, "Payroll Deduction Authorization/Withdrawal Procedures and Policy." The amount of CPOA dues and service fees will be determined by CPOA, and City will be notified of any change in those amounts no less than thirty (30) days prior to the effective date of the change. Employees who work any part of a pay period shall be subject to the full CPOA dues or service fee deduction for that pay period. Employees who are on unpaid leave for the full pay period shall not be subject to CPOA dues or service fee deductions for that pay period.

**B. Dues or Service Fee Deduction Discrepancies.** CPOA agrees to indemnify, defend, and hold City harmless against any claims made and any suits filed against City resulting from the deduction of CPOA dues or service fees. In addition, CPOA agrees to refund forthwith to City any amounts paid to CPOA in error upon presentation of supporting evidence. Finally, City shall not be held responsible to either Employees or to CPOA for errors made in collecting dues or service fees, or for the collection of dues or service fees from Employees, or former Employees, who may be declining payment of same. However, City agrees to collect dues or service fees in the event that

such fees were not properly deducted by City from Employees upon presentation of supporting evidence by CPOA.

**C. Employee Lists.** CPOA and City agree that the City will notify the CPOA via email, to the Labor Relations Representative and the CPOA Office Manager, the time, date, and location of the New Employee Orientation, including the number of bargaining unit employees anticipated to be in attendance at least ten (10) calendar days prior to new hire orientations being held.

The City will allow the CPOA representative thirty (30) minutes to meet with new employee(s) at either the opening or closing of the new employee orientation. City representatives will excuse themselves during the CPOA portion of the orientation and the CPOA agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City activities.

The City agrees to release time for one current employee to attend these meetings and for travel time to and from the orientation. The CPOA will provide the City with the name of the representative at least five (5) calendar days prior to the orientation.

**Information Provided.** Via digital file (e-mail), the City will as soon as possible, but within no more than thirty (30) calendar days of hire, provide the CPOA with the following information regarding the new employee:

- Name                      Job Title
- Department              Work location
- Home Address
- Work, home, and personal cellular telephone numbers (as available)
- Personal email addresses on file with the employer (as available)

The City shall also provide the CPOA this same information, via digital file (Microsoft Excel, or the equivalent), on all bargaining unit members on a quarterly basis.

Notwithstanding the foregoing, limited to the express purpose of Assembly Bill 119 requirements only, an employee may opt out via written request to the City (copy to the CPOA) to direct the City to withhold the disclosure of the employee's:



Home Address

Home Phone Number

Personal Cellular Phone Number

Personal email address

## **2.4 NO STRIKE PLEDGE**

CPOA hereby agrees that neither it nor any of its members will cause, instigate, encourage, condone, or engage in a strike or work stoppage which threatens the public health or safety. As used herein, “strike or work stoppage” means the concerted failure to report for duty, the unexcused absence from one’s position; the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment; or observing other employee organization picket lines against City. If CPOA or any of its members engages in such a strike or work stoppage, City Manager may pursue all remedies or disciplinary actions authorized by law, including but not limited to, a court order to enjoin such strike or work stoppage. In addition, City may prohibit the use of City facilities and may prohibit access to Employee work or duty stations by CPOA. City agrees not to prohibit any Employees from entering Employees’ job sites for the purpose of performing Employees’ duties in accordance with City rules and regulations.

## **2.5 CPOA TIME BANK**

The CPOA Time Bank is established for use by CPOA Employees for the sole purpose of performing or conducting CPOA business without loss of pay, subject to the following conditions:

- A. Maximum Hours.** The maximum number of hours which may be contributed and utilized in any calendar year shall be a total of 400 hours (300 hours from CPOA and 100 hours from the City). Any hours remaining in CPOA’s Time Bank on December 31 shall be carried over into the next calendar year and credited toward the 400-hour maximum. CPOA Time Bank hours carried over from the previous year shall reduce Employees’ contributions commensurately for such year.
  
- B. Employee Contribution.** During the first full pay period of each calendar year, City shall determine the number of hours remaining in CPOA’s Time Bank. That number shall be subtracted from the 300-hour contribution number. The difference between the actual number of hours and the 300-hour maximum will be divided by the number of dues-paying CPOA Employees on the

date of the calculation, and the resulting number of hours will be subtracted from each dues-paying Employees' vacation balance and placed in CPOA's Time Bank. Dues-paying Employees who have insufficient vacation available for such deduction shall have the deduction made from Employee's CTO, and if Employees have insufficient CTO, the deduction shall be taken from Employee's Holiday Time Bank.

- C. City Contribution.** During the first full pay period of each calendar year, City shall contribute 100 hours to the CPOA Time Bank.
  
- D. Scheduling and Chief of Police Approval of Use.** CPOA agrees to give City as much advance notice as is practicable requesting use of CPOA's Time Bank hours. CPOA's Time Bank hours shall not be used by any Employee without prior written approval of Chief of Police, or designee, and only if such use does not unduly disrupt Police Department operations. The use of Time Bank hours will not affect current staffing, nor shall it result in the payment of overtime.
  
- E. CPOA Approval of Use.** CPOA's Time Bank hours shall not be utilized without prior written approval of CPOA's designated representatives.

## **ARTICLE THREE: SPECIAL PROVISIONS - EMPLOYEE**

### **3.1 ATTENDANCE AT GRIEVANCE HEARINGS**

City agrees that an Employee who is a grievant pursuant to PERRs Section 2R.72.240, who is required to attend a grievance hearing pursuant to said Section, or an arbitration hearing pursuant to Article Eight, which is scheduled during such Employee's normal work hours or shift shall be considered to be actively at work for compensation purposes and shall not be required to use vacation time, CTO, or leave without pay for such attendance. Employees required to attend a grievance or arbitration hearing which is scheduled outside of Employees' normal work hours or shift shall not be eligible to receive compensation of any kind or character for such attendance.

### **3.2 WRITTEN RESPONSES**

- A. Performance Evaluations.** City agrees that Employees shall have the right to attach a written response or rebuttal to any probationary, annual, quarterly, or special "Employee Performance Report" to be placed in Employees' personnel files maintained by City's Human Resources and Risk Management Office pursuant to PERRs Section 2R.72.060.
- B. Written Reprimands.** In accordance with PERRs Section 2R.72.150.I and Government Code Section 3306, Employees shall have the right to attach a written response or rebuttal to any written reprimand for placement in Employees' personnel files.
- C. Chief of Police Response.** Chief of Police shall have the right to attach a written response or rebuttal to written responses or rebuttals submitted by an Employee in accordance with Sections A and B, above.

## **ARTICLE FOUR: SPECIAL PROVISIONS - CITY**

### **4.1 ADA ACCOMMODATION**

Recognizing that City is required under the Americans with Disabilities Act (“ADA”)/Fair Employment and Housing Act (FEHA), as amended, to provide reasonable accommodation to all disabled applicants and City employees, and because these accommodations must be determined on an individual, case-by-case basis, CPOA agrees that the provisions of this MOU may be modified by City in cases where it is necessary for City to meet its obligations under ADA/FEHA. City agrees to provide written notice to CPOA and allow CPOA the opportunity to discuss options regarding proposed exemptions to MOU provisions which are required to accomplish reasonable accommodation to disabled applicants or City employees, as is required by ADA/FEHA. Any accommodation provided to an applicant or City employee protected by ADA/FEHA shall not establish a past practice, nor may it be cited or used as evidence of a past practice in the grievance procedure.

## ARTICLE FIVE: PAY

### 5.1 BASIC PAY

**A. Established.** Basic Pay shall be defined as the Pay Ranges assigned to each applicable job title. The Pay Range for the Police Officer classification shall be defined as seven (7) Pay Steps with five percent (5%) between each step. Each of the steps shall have an hourly Basic Pay rate and shall be titled as Steps A- G, respectively. The Pay Range for the Sergeant classification shall be defined as six (6) Pay Steps with five percent (5%) between each step. Each of the steps shall have an hourly Basic Pay rate and shall be titled as Steps A – F, respectively. Employees shall be assigned to hourly Basic Pay rates within the Pay Ranges by applicable job title in accordance with Exhibit “B” entitled, “Schedule of Basic Hourly Pay Rates.” For the purpose of this Article, “Anniversary Date” shall mean the date that Employee is eligible for the next step increase or one year after the date of employment or promotion (see Article 5, Section C, number 2).

**B. Regular Pay.** Regular Pay shall be defined as Basic Pay plus any all full-time assigned certification, alternative, and differential pays. Shift Differential pay shall be excluded from Regular Pay.

#### **C. Pay Step Progression.**

**1. Conditioned Upon Performance.** Progression through Pay Steps for job titles listed in Exhibit “A” shall be subject to and conditioned upon Employee achieving a “Fulfills Job Requirements” or above as the Summary Performance Rating on Employee’s “Employee Performance Report” for each of the time periods required to progress in each Pay Step, in accordance with the required period of service for progression set forth in Subsection 2, below.

#### **2. Period of Service for Progression.**

Periods of service for progression through Pay Steps are applicable to job titles listed in Exhibit “A.” Progression from Pay Step “A” to Pay Step “B” shall require a six (6) month period of service in Pay Step “A.” Progression through all other Pay Steps shall require a twelve (12) month period of service in the prior Pay Step. City may hire an individual in

a Pay Step other than Pay Step “A” in which case the abovementioned progression through Pay Steps shall apply.

**3. Period of Service for Progression - Exception.** The period of service for progression for an Employee whose probationary period has been extended for any reason shall be extended to match the extension of probation.

**4. Effective Date of Progression.** Employees meeting the satisfactory completion requirements herein above shall be advanced to the next applicable Pay Step effective on the first day of the bi-weekly pay period which includes such Employee’s Anniversary Date.

**D. Promotions - Effect on Basic Pay.** Employees, unless otherwise specified herein, who are promoted from one job title in the competitive service to another job title assigned to a higher Pay Range shall be assigned to a Pay Step within the Pay Range assigned to the promotional job title that provides Employee with an increase in Basic Pay rate (base pay), plus any applicable Alternative Assignment Pay that is closest to five percent (5%), but no less than four-and-one-half percent (4.5%). In the event that the promotional pay rate does not equate to an increase that is closest to five percent (5%) but no less than four-and-one-half percent (4.5%), the Chief of Police shall assign the employee to one higher Pay Step within the promotional job title range.

**E. Computation of Pay.** Employees who commence or terminate employment other than at the end or beginning of a pay period shall only be compensated for the actual hours worked during such pay period.

**F. Pay Range Increases.** Effective the first full pay period of July 2023, the City shall increase the salary schedule (Exhibit B) by fifteen percent (15%), in addition to the 2022 MOU-CPOA agreed-upon five percent (5%) general salary increase. Effective the first full pay period of July 2024, the City shall increase the salary schedule (Exhibit B) by two percent (2%). Effective the first full pay period of July 2025, the City shall increase the salary schedule (Exhibit A) by two percent (2%).

## 5.2 OVERTIME PAY

**A. Method of Earning Overtime.** Except as otherwise provided herein, only Employees performing work in excess of their normally assigned work shift or on their regularly scheduled day off shall be eligible for overtime pay. Overtime shall be granted in accordance with the following schedule:

<u>Overtime Worked</u>	<u>Overtime Earned</u>
Less than 8 minutes	None
8 min. but less than 45 min.	½ hour
45 min. but less than 1 hour	1 hour
1 hour or more	hour-for-hour basis subject to fractional increments as set forth above.

**B. Method of Compensation.**

- 1. Rate.** Except as otherwise provided herein, all overtime worked by Employees shall be compensated by City by payment at one-and-one-half (1-1/2) times the Employees' Regular Pay.
- 2. Payment During Pay Period.** All overtime pay earned by Employees within a pay period shall be paid at the same time as payment is made for Basic Pay earned within said pay period.
- 3. Payment at Termination.** An Employee terminating from City service for any reason shall be paid for accrued overtime at the rate set forth in Subsection 1, above. Such payment shall be made in conjunction with and included in Employee's final paycheck.

**C. Employees Working in Management Positions.** Employees who are assigned to work out of class in a management position, on an intermittent basis, shall be eligible to receive overtime pay, pursuant to Section 5.2.A. Employees who are either temporarily promoted, including out of class assignments, to a management position for thirty (30) days or more, shall be excluded from receiving overtime payment and in lieu thereof shall receive a prorated amount of management leave pursuant to the Management Pay and Benefit Resolution, MOU, or Annual Budget approved by resolution of Council.

**D. FLSA Work Period Defined.** The City has elected a twenty-eight (28) consecutive day work period for law enforcement employees under the 7(k) exemption contained in the Fair Labor Standards Act; this FLSA work period does not affect the calculation of MOU overtime pay as set forth in Section 5.2.A through 5.2.C above.

### **5.3 COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAYMENT**

Employees working overtime may accrue CTO in lieu of overtime payment, and may utilize such CTO, in accordance with the following conditions and provisions:

- A. Accrual.** CTO shall be accrued at the rate of one-and-one-half (1½) hours for each hour of overtime worked. The maximum amount of CTO that may be accrued and utilized at any time shall be limited to two hundred (200) hours. Employees may choose to leave CTO in place into the following calendar year.
- B. Utilization.** CTO shall be utilized on a straight time basis. Approval for use of CTO shall be given by Chief of Police, or designee, subject to the same process established for scheduling vacation and in a manner consistent with requirements of FLSA.
- C. Payment for Unused CTO.** By December 15<sup>th</sup> of each year, employees may request payment for up to a maximum of eighty (80) hours of unused CTO accrued in the following year. When requested, such payment shall be made on the Employee's first paycheck in December of the following calendar year. Payment for such hours will be made at the Regular Pay rate, as defined by the FLSA, in effect at the time of payment.
- D. City Manager Authority.** Notwithstanding anything above to the contrary, City Manager shall have the authority to determine and order that CTO be paid or taken as time off.
- E. Bi-Annual Budget CTO Payment Limitations.** Payment of CTO pursuant to Section C, above, shall be limited to a total maximum amount of \$60,000 each calendar year. If the requests submitted by Employees exceed the amount available for payout during any payout period, the actual payout for each Employee shall be prorated so that the total of all payouts does not exceed \$60,000 per calendar year.



#### **5.4 SELECTIVE TIME OFF IN LIEU OF OVERTIME PAYMENT**

Employees assigned to the Patrol Division who work overtime may accrue Selective Time Off (STO) in lieu of overtime payment or CTO, and may utilize such STO in accordance with the following conditions and provisions.

- A. Accrual.** STO shall be accrued at the rate of two (2) hours for each hour of overtime worked. The maximum amount of STO that may be accrued and utilized at any time shall be limited to eighty (80) hours.
- B. Utilization.** STO shall only be utilized when staffing levels on Employee's assigned work shift are at a level that Employee's absence will have little or no impact on other Employees remaining on duty, will not require backfilling on overtime, and no other Employees on such shift are working overtime. Examples of occasions when STO use may be appropriate are: when weather conditions appear to have a limiting effect on criminal activity and service calls are reduced; when Employee training is scheduled and an Employee desiring to use STO has previously completed such training; when, in the discretion of the Watch Commander, sufficient staffing on a particular work shift exists due to shift overlap or reduced calls for service. Approval for use of STO shall be determined by the Chief of Police or a designee, subject to the same process established for scheduling vacation and in a manner consistent with requirements of FLSA.
- C. Conversion of STO When Employees Leave Patrol Division.** Upon transfer from the Patrol Division, for whatever reason, STO hours may be converted, in entirety, at the Employee's written request, to CTO in accordance with the formula set forth in Section D, below. Once converted, CTO cannot be converted back to STO.
- D. Payment for Unused STO.** There shall be no payment made for unused STO. Upon separation from City service for whatever reason, or for payout during an approved leave of absence, STO hours shall be converted to CTO in accordance with the formula set forth below, and Employee shall be compensated pursuant to Subarticle 5.3, entitled "Compensatory Time Off In Lieu of Overtime Payment." The conversion formula shall be as follows: Number of STO hours divided by 2, multiplied by 1.5, equals CTO hours. Any payouts under this section shall be limited by the payment limitations set forth in Section 5.3.E, above.

**E. City Manager Authority.** Notwithstanding anything above to the contrary, City Manager shall have the authority to determine and order that STO be converted to CTO and paid or taken as time off.

## **5.5 CALL-BACK PAY**

**A. Generally.** Employees who are called back to work from off-duty status shall receive a minimum of three (3) hours of overtime credit to be compensated in accordance with Subarticle 5.2., Section B., above. Should the necessary job tasks require more than three (3) hours of call-back time, Employee shall be compensated for the actual time worked. Call-back time shall begin at the time Employee reaches the job site, as may be appropriate for performing the required job duties, and shall end at such time as Employee completes the required job duties and leaves the job site to return to off-duty status.

**B. Call-Back Pay for Court Appearances.** For Court Call-Back, the Police Department Facility will be considered the job site and travel time between such Facility and the court will be included in call-back time worked. Only one minimum three (3) hour call-back will be credited per any court business day, except and unless Employee is required to make an appearance on two or more different cases and there is a minimum of three (3) hours between the end of the appearance for one case and the beginning of the proceedings of another case, in which instance Employee shall be credited with a minimum three (3) hour call-back for each different case.

**1. Telephone Stand-By.** Employees placed on telephone stand-by by the court, the District Attorney, the City Attorney, or the defense attorney in lieu of reporting to or waiting in the courthouse shall receive three (3) hours call-back credit for telephone stand-by. Employees on telephone stand-by who subsequently are required to make a court appearance shall not be eligible to receive call-back pay for a court appearance pursuant to Section B, above. Only one minimum three (3) hours for telephone stand-by shall be credited per any court business day. Employees who appear pursuant to Section B, above, and are placed on telephone stand-by for a period of less than three (3) hours after such appearance shall not be eligible to receive call-back pay for telephone stand-by but shall only receive call-back credit.

2. **Cancellation of Court Appearance.** Employees who are scheduled for a court appearance at a time outside of Employees' scheduled work hours, which court appearance is subsequently canceled after being confirmed to Employees by the Police Department, shall receive three (3) hours of overtime pay. However, to be eligible for overtime pay, Employees must confirm such court appearance with the Police Department pursuant to the procedure established by Chief of Police between 4:00 p.m. and 5:00 p.m. on the court business day prior to such court appearance.

**C. Emergency On-Call Pay.** The On-Call system was developed to improve the after-hours response of the Police Department, without limiting the ability of affected Employees to make use of Employees' off-duty time for Employees' own purposes. The system assures that, should the need arise, Employees are available to be contacted and return to duty within a period of time which is determined by Chief of Police, or a designee, to be reasonable.

1. **Assignment to Emergency On-Call Status.** Assignment to On-Call Status under this system shall be made by the Chief of Police, or a designee, with sole discretion, in a manner that best meets the needs of the Police Department. Chief of Police, or designee, shall have the discretion to determine the periods of such assignment based on the need to the Police Department.

2. **Compensation for Emergency On-Call Status.** Employees assigned to be in Emergency On Call status pursuant to this section shall receive a minimum of three (3) hours of overtime compensation for each 24-hour period they are assigned to Emergency On-Call Status, whether or not called into work, or actual time worked, whichever is greater.

**D. Reporting and Verification.** All of the above shall be subject to the reporting and verification requirements set forth in the General Orders.

## **5.6 OUT-OF-CLASS PAY**

- A. Qualification.** To qualify for Out-of-Class Pay, Employee must be assigned by Chief of Police to the higher job classification.

**B. Compensation.** City agrees to compensate Employees for those times that said Employees are assigned to perform the regular duties of a higher job title than Employee normally fulfills. Employees so assigned shall be compensated at the Pay Step within the Pay Range assigned to the higher paid job title which is closest to five percent (5%) more than Employee's Basic Pay (base pay) plus any applicable Alternative Assignment Pay, but not less than four-and-one-half percent (4.5%).

## 5.7 ALTERNATIVE ASSIGNMENT PAY

**A. Established.** The Alternative Assignments, as identified in Section 5.7.D, "Compensation", are hereby recognized and continued for the term of this MOU.

**B. Assignment.** Assignment to any Alternative Assignments shall be made by Chief of Police from among those Employees who have two (2) or more years' experience with City and whose "Summary Evaluation" on their most recent Employee Performance Report has been rated at "Fulfills Job Requirements" or above, after notice is given to Employees regarding the availability of such assignment and adequate time is allowed for Employees to apply. Should no applications be received within the allowed time period, Chief of Police may make such assignment to any Employee. The duration of Alternative Assignments shall be at the discretion of Chief of Police, who may terminate such assignment at any time for any reason. Alternative Assignments shall not exceed ten percent (10%).

**C. Shift Assignment.** The shift assignment for all Alternative Assignments shall be determined by Chief of Police based on the needs of the Police Department. Shift assignments for Crime Scene Investigator and Field Training Officer will be determined in accordance with normal shift scheduling; however, in order to achieve an appropriate distribution of Employees in these assignments, Chief of Police may re-assign Employees holding such assignments to a shift schedule different from Employees' normal shift schedule. It is the intent of City to maintain at least one Employee on each established work shift who is qualified as Crime Scene Investigator. Alternative Assignments for these positions may require agreement by Employees to accept a specific shift assignment.

**D. Compensation.** Employees assigned to Alternative Assignments listed below shall receive additional compensation over and above Employee's Basic Pay rate during the term of such

assignment. Additional compensation for Alternative Assignments shall be defined as a percentage of Employee's Basic Pay rate as follows:

Crime Scene Investigator	5%
Detective	10%
Detective-Sergeant	10%
Field Training Officer	5%
Field Training Sergeant	5%
K-9 (Canine) Officer	5%
Professional Standards Sergeant	10%
School Resources Officer	10%
School Resources Sergeant	10%
Training Coordinator	10%
Traffic Officer	10%
Traffic Sergeant	10%
Special Operations Officer*	10%
Special Operations Sergeant*	10%

\* Special Operations shall include BINTF, Violence Suppression Unit, and TARGET assignments.

**E. Overtime Pay.** An Employee who is assigned to Alternative Assignments of Detective, Detective-Sergeant, Professional Standards Sergeant, School Resources Officer, Special Operations Officer, or Special Operations Sergeant shall receive overtime payment for work performed in excess of a forty (40) hour work week. An Employee who is assigned to Alternative Assignments of Field Training Officer, K-9 Officer, or Crime Scene Investigator shall receive overtime as is provided for in Subarticle 5.2, above. Employees assigned to Alternative Assignments may work shift overtime when approved by Chief of Police.

**F. Field Training Officer Compensation.** Employees assigned to Field Training Officer Assignment shall receive compensation for the entire duration of the trainee's Field Training program, so long as the Training Officer has not been removed from and/or replaced in the program. The Field Training Program shall commence when the trainee is sworn in as a peace officer, and shall conclude when the trainee successfully passes the Field Training program. Note,

the Chief of Police maintains the right of assignment, pursuant to 5.7.B. above. In the event the assigned Training Officer is absent for a portion of, or the entire, training shift, the compensation shall not be interrupted.

In the event the Training Officer is absent for forty (40) hours or more or thirty-seven and a half hours (37.50) for weekend shift employees, the compensation shall be suspended for that duration of time. Compensation shall resume when the Training Officer is returned to their assigned trainee. A “substitute” Training Officer, assigned for forty (40) hours or more (or, 37.50 hours, as noted above), as a backfill for the absent regularly assigned Training Officer, shall receive the 5% compensation during the duration of the substitute work. Note, if the “substitute” Training Officer is already assigned to a Trainee, and is already receiving the compensation, no additional compensation will be assigned to the Training Officer during the substitute appointment.

In the event the Field Training Officer is assigned to a trainee as a “replacement” or “extension” Training Officer, they shall be eligible for compensation effective the start of the pay period containing the date of assignment. Such pay shall conclude when the trainee successfully passes the Field Training program.

**G. Canine (K-9) Pay.** Only those Designated Canine Officers assigned by the Chief of Police and in an active work status performing those duties shall be eligible for Canine Care and Maintenance Pay. Designated Canine Officers who are on a leave of absence which exceeds two calendar weeks shall not be eligible to continue in such assignment without special approval from the Chief of Police. Canine Care and Maintenance Pay shall terminate as soon as the dog is removed from the Designated Canine Officer’s care.

There shall be no compensation for any other hours of incidental contact, travel time, or for damage the dog may cause at Designated Canine Officer’s home. The purpose of this alternative assignment is to compensate officers for their canine assignment which includes the time it takes to care for, clean, and feed the assigned canine. Both parties agree that such care may occur during regular working hours and non-working hours.

In the event the Canine must be boarded; all associated costs shall be absorbed by the Designated Canine Officer. Alternatively, the City will absorb all said costs; however, the Designated Canine Officer's Canine Pay will be put in abeyance for the duration of the boarding period.

## **5.8 ON-CALL PAY**

- A. Generally.** The On-Call system was developed to improve the after-hours response of the Detective Bureau and the Crime Scene Investigation Unit without limiting the ability of affected Employees to make use of Employees' off-duty time for Employees' own purposes. The system assures that, should the need arise, Employees are available to be contacted and return to duty within a period of time which is determined by Chief of Police to be reasonable.
  
- B. Assignment to On-Call Status.** Assignment of Employees to On-Call status under this system shall be made by Chief of Police, with sole discretion, from among Employees assigned to either the Detective Bureau or the Crime Scene Investigation Unit, in a manner that best meets the needs of the Police Department. Up to two (2) Employees in each assignment may be assigned to On-Call status at any time, with an identified primary and secondary assignment. Chief of Police shall have the discretion to determine the periods of such assignment based on the needs of the Police Department.
  
- C. Compensation.** In recognition of the On-Call Employees' commitment to remain available for possible call back, Employees so assigned will be paid an additional \$100 per week for each week Employees are so assigned or may choose to receive CTO equivalent to \$100 divided by Employees' Basic Pay rate, including the Alternative Assignment compensation. Should Employee be assigned to On-Call status for a period less than a full week, a prorated amount will be paid. On-Call Pay shall be paid as part of the regular City payroll.

## **5.9 DIFFERENTIAL PAYS**

- A. Shift Differential Pay.** Employees whose regular work shift is scheduled to begin between noon and 6:59 p.m. Sunday through Thursday (swing shift), or between noon and 5:59 p.m. Friday or Saturday (swing shift), shall be eligible to receive a Shift Differential Pay of three percent (3%), and Employees whose regular work shift is scheduled to begin between 7:00 p.m. and 4:59 a.m. Sunday through Thursday (graveyard shift), or 6:00 p.m. and 4:59 a.m. Friday or Saturday

(graveyard shift) shall be eligible to receive a Shift Differential Pay of six percent (6%), above Employees' Regular Pay rates for all hours worked. Hours that meet the requirements of Shift Differential Pay shall be reported as such and shall be paid during the regular pay period.

- 1. Limitations.** Employees' work shifts that do not begin between noon and 5:00 a.m., but are extended, or are held over, shall be eligible for Shift Differential Pay only for those hours which fall outside their regular shift and within the noon to 5:00 a.m. shift differential period. Employees called in to begin a shift earlier than scheduled, shall only be eligible for Shift Differential Pay if the shift begins between noon and 5:00 a.m. Employees scheduled to work a full shift and use paid leave (such as sick leave or CTO) for some part of that shift shall continue to be eligible for Shift Differential Pay for hours worked.

#### **5.10 MAJOR ACCIDENT INVESTIGATION TEAM (MAIT) PAY**

Employees who possess specialized training may be assigned, by the Chief of Police, to the Major Accident Investigation Team (MAIT). Employees so assigned, are eligible for MAIT compensation for all actual hours worked on an assigned traffic incident. Such compensation shall be ten percent (10%) of base pay.

#### **5.11 POST CERTIFICATION PAY**

- A. Established.** In recognition of the additional education, training, and experience that is demonstrated through certification of Employees at either an Intermediate or Advanced level by the California Peace Officers Standards and Training Commission ("POST"), POST Certification Pay is hereby authorized.
  
- B. Determination of Eligibility for POST Certification Pay.** Employees who have met the certification requirements for either Intermediate or Advanced Certification from POST shall be eligible to receive POST Certification Pay upon application therefor and approval by City's Human Resources and Risk Management Director. Employees must submit a request for POST Certification Pay on a form to be provided by City's Human Resources and Risk Management Office. A copy of the completed application to POST for certification, approved by the Police Department which verifies Employee's eligibility must accompany that application. The effective date of the pay shall be the first day of the pay period following Human Resources and Risk



Management Director approval of the request for POST Certification Pay. Should POST reject the Employee's application for certification, City will recover the POST pay the employee received and was not eligible for over the same time period it was paid, or in lump sum at the discretion of the Employee.

**C. Compensation.** Employees who possess certification from POST at the Intermediate Officer level shall be eligible for POST Certification Pay of an additional two-and-a-half percent (2.5%) of Employees' Basic Pay rate. Employees who possess certification from POST at the Advanced Officer level shall be eligible for POST Certification Pay of an additional five percent (5%) of Employees' Basic Pay rate. The Basic Pay rate on which POST Certification pay is calculated shall exclude Alternative Assignment, Bilingual, On-Call, Shift Differential, Overtime, Canine Care and Maintenance, and any other pays. Employees shall be eligible only for Intermediate or Advanced POST Certification Pay, not both, for a maximum of five percent (5%) POST Certification Pay.

## **5.12 BILINGUAL PAY**

**A. Bilingual Differential Pay.** In recognition of the additional flexibility and effectiveness that bilingual ability may have in certain Police Department activities, a Bilingual Differential Pay is authorized in accordance with the following.

**1. Qualification.** To be qualified for Bilingual Differential Pay, Employee's conversational language skills as they relate to typical duties performed by Employee will be evaluated by an individual identified by Director of Human Resources as having the knowledge and ability to make that assessment. Such individual may be a bilingual community member, teacher, trainer, certified interpreter, or other similarly qualified individual. The evaluator will provide a written determination regarding Employee's bilingual skills and, if Employee is not qualified, shall also identify problem areas for Employee to work on. If during the initial assessment it is determined that Employee is not qualified, Employee may request second evaluation by a different evaluator who shall also provide a written determination.

2. **Assignment.** Assignment to Bilingual Differential Pay eligibility shall be made by Chief of Police from among those Employees who are qualified for such assignment. Such assignment shall occur only when Chief of Police determines that a need and benefit exist and is limited to a maximum of eight (8) Employees at any time. While only Spanish and Hmong language skills are recognized as having the level of benefit to the Police Department which would result in authorization for a Bilingual Differential Pay, City reserves the right to extend the benefit to other languages as the need and opportunity arise.
3. **Compensation.** Employees assigned to receive a Bilingual Differential Pay shall be compensated with an additional five percent (5%) over and above Employees' Basic Pay rate during the term of Employees' assignment.

**5.12 PAY FOR EMERGENCY INCIDENTS.** Employees who, in the course of their employment, are away from their official duty station and assigned to an emergency incident outside of City jurisdiction or pre-positioned for an emergency response outside of City jurisdiction, shall be compensated on a portal-to-portal basis. Portal to portal shall be defined as beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for City response. Employees on such assignments shall be compensated for overtime pursuant to Section 5.2, entitled "Overtime Pay". Employees on such assignments shall not be eligible for CTO or STO. Additionally, employees who are assigned to the graveyard shift as defined in Section 5.9 under "Shift Differential Pay" shall receive the regular graveyard shift differential pay of 6% for the entirety of the portal-to-portal assignment.

## **ARTICLE SIX: EMPLOYEE BENEFITS**

### **6.1 HOLIDAYS**

**A. Established.** For the purposes of this MOU, City shall provide ten (10) hours of Holiday Time Bank pay for the following established holidays: January 1, third Monday in January, third Monday in February, last Monday in May, July 4, first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and such other days as may be proclaimed by Council as public holidays. These holidays currently constitute the entire and exclusive list of legal holidays observed by City.

#### **B. Holidays - Observed.**

- 1. Holiday - Sunday.** When a holiday falls on a Sunday, the following Monday shall be observed. However, should Christmas Eve fall on a Sunday, such holiday shall be observed on Employee's last regular workday prior thereto.
- 2. Holiday - Saturday.** If a holiday falls on a Saturday, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular workday prior thereto.
- 3. Holiday - Regular Days Off.** If Employee's regular days off are other than Saturday or Sunday and the holiday falls on such day, time off or pay shall be granted at the discretion of City Manager. If time off is granted for Christmas Eve, the holiday shall be observed on Employee's last regular work day prior thereto.

**C. Emergency Call-Back.** Employees who have been granted time off in observance of a holiday and who are subsequently required to work as the result of an emergency shall be compensated on an hour-for-hour (straight time) basis at Employee's Regular Pay, and no deduction will be made from Employee's Holiday Time Bank accrual.

### **6.2 HOLIDAY TIME BANK**

**A. Accrual - Generally.** Employee's Holiday Time Bank shall be credited on January 1<sup>st</sup> and July 1<sup>st</sup>. The January 1<sup>st</sup> Holiday Time Bank accrual includes ten (10) hours for each holiday which

falls into the first six (6) months of the calendar year, plus twenty (20) hours of additional Holiday Time Bank accrual for the purposes of floating holiday. The July 1<sup>st</sup> Holiday Time Bank accrual includes ten (10) hours for each holiday which falls into the second six (6) months of the calendar year. The total annual Holiday Time Bank accrual is one hundred and thirty (130) hours.

**B. Utilization.** All Employees who are scheduled to work and who are not required to be on duty on established City holidays may take time off, charging such time against Employees' Holiday Time Bank. If Employees have previously exhausted their Holiday Time Bank accrual, time off on a holiday would be charged to Employees' CTO balance, or to Employees' vacation balance if they do not have CTO. Upon the request of Employee, and upon the approval of Chief of Police, Employees may use vacation for holidays even if they do have CTO available. Employees who are required to be on duty on designated City holidays may use Employees' Holiday Time Bank accrual for time off on other days that Employees select and which are approved by Chief of Police. Such time off shall be treated as vacation for request and approval purposes.

**C. Payment of Unused Holiday Time Bank.** Employees will be paid for unused Holiday Time Bank hours at the time the next accrual of Holiday Time Bank hours are credited on each January 1 or July 1. Such payment will be made on a separate check and will be paid by the end of the month following the Holiday Time Bank period ending date at Employee's Regular Pay rate which was in effect during the last full pay period of the Holiday Time Bank period.

**D. Newly Hired Employees Accrual.** At the time of hire, new Employees shall accrue an amount of Holiday Time Bank accrual equal to ten (10) hours times the number of full-day designated City holidays remaining in the calendar year in which Employees are hired. If Employees' hire date falls prior to July 1, Employees shall also receive an additional twenty (20) hours Holiday Time Bank accrual for purposes of floating holiday. As an example, a new Employee hired on November 15 would be credited 40 hours of Holiday Time Bank accrual (10 hours each for Thanksgiving, the day after Thanksgiving, December 24, and December 25). A new Employee hired on May 1 would be credited thirty (30) hours of Holiday Time Bank accrual (10 hours for each holiday after May 1 and 20 additional hours because the hire date is prior to July 1).

**E. Holiday Time Bank Balance Upon Termination.** When Employees terminate, Employees' Holiday Time Bank balance will be reduced by the total number of holidays remaining in the semi-

annual period. If Employees do not have an adequate Holiday Time Bank balance to offset previously taken holidays, Employees' CTO or vacation will be reduced accordingly. Any remaining holiday hours which cannot be deducted from Holiday Time Bank, CTO, or vacation accrual will be deducted from Employees' final pay. If the terminating Employee has unused Holiday Time Bank hours following deduction for remaining holidays, Employee will be paid for such hours at the regular rate of pay on the Employee's final paycheck.

**F. Proration for Unpaid Leave.** Employees on unpaid leave will have Employees' Holiday Time Bank balance reduced by ten (10) hours times the number of full-day holidays which actually fall during Employees' period of unpaid leave. The provisions relating to the terminating Employees' Holiday Time Bank or excess use of Holiday Time Bank shall apply to Employees on unpaid leave when calculating Holiday Time Bank balance and/or final pay when Employees are no longer on unpaid leave.

### 6.3 INSURANCES

**A. Medical and Dental Insurance.** Employees shall receive the maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as set forth in Exhibit "C." In the event that the actual monthly premium is less than the maximum contribution set forth in Exhibit "C," City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution.

**B. Insurance Advisory Committee.** City agrees to the continuance of the previously established Health Insurance Review Committee consisting of a designee from the Human Resources and Risk Management Office, who shall coordinate the Committee, and two representatives from each City employee group. The purpose of the Committee is the ongoing review of the City's medical, dental and vision plans and the making of recommendations to the City Council, City Manager and the respective employee groups regarding plan providers, benefit levels, and plan services. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. The primary responsibility of the Committee is to select plan providers who offer the best plan, when considering collectively, plan services, benefit levels and plan premiums. The payment of plan premiums is not a responsibility of the Insurance Review Committee. Determination of who pays plan premiums will be handled during the MOU

negotiation process with each represented and unrepresented bargaining unit. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours nor shall such employees receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information necessary to carry out its purpose.

**C. Approval of Future Plan Changes.**

1. Notwithstanding any provision of this subsection to the contrary, CPOA agrees that future changes from the established medical and dental insurance plan or premium structure to a different plan or premium structure shall be approved by a majority of those City employees covered by the plan who vote on such changes.
  
2. The Health Insurance Review Committee established herein above shall review and recommend to the City Council those proposed changes to the plan or premium structure to be voted upon by the employees pursuant to this paragraph. The proposed changes reviewed by the Committee may be initiated by the Committee, by City employee organizations or groups, or by the City, by and through the City Manager. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council.

Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, CPOA agrees to meet and confer with City, upon City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, no agreement has been reached on the City's proposal, City may submit the proposal to a vote of all covered employees, in which case the results of the election shall be final.

**D. Life Insurance.**

1. **City Contribution.** City agrees to provide Employees with term life insurance in the amount of one times the annual base salary, rounded to the next multiple of \$1,000 and the spouse, registered domestic partner and minor children of such Employees with term life

insurance in the amount of \$1,500, the full cost of the premium for which shall be paid for by City.

**E. Long-Term Disability Insurance.**

1. **City Contribution.** City agrees to establish long-term disability insurance benefits for all eligible employees through the Police Officers Research Association of California (“PORAC”) Insurance and Benefits Trust, and to pay a premium of \$29.70 per month to PORAC for each eligible Employee for such coverage. In no case shall City’s obligation exceed the actual premium cost of the plan.

2. **Computation and Payment of Premium for Tax Purposes.** In order to establish the long-term disability insurance premium as a post-tax Employee contribution so that benefits which might be received by Employees would be treated as such for tax purposes, the actual amount of the premium to be paid by City as provided for above, shall be withheld from Employee taxable earnings. In turn, City will pay a bonus to Employees equal to the amount of Employees’ premium contribution during the period in which the premium deduction is paid. Such bonus shall not be considered part of Employees’ Basic Pay for calculation of Overtime Pay, retirement, life insurance, or any other salary-based benefit, but shall serve only as a mechanism to establish the long-term disability insurance benefit as Employee-paid benefit for tax purposes.

**F. Vision Insurance.**

1. **City Contribution.** City agrees to provide Employees with a vision insurance plan which provides vision care benefits, to Employee only, the full cost of the premium for which shall be paid by City.

2. **Access for Employee Paid Dependent Coverage.** City further agrees that Employees may purchase vision insurance coverage for Employees’ dependent spouse, registered domestic partner and children, at Employees’ sole cost and expense, through bi-weekly payroll deduction of the additional premium amount.

## 6.4 LEAVE

### A. Sick Leave.

1. **Accrual - Generally.** Sick leave credit, which commences upon employment of Employee and may be accumulated without limitation, shall be granted to all Employees for non-job related illness or injury. However, except as otherwise provided herein below, upon termination of Employee's service with City, no compensation for accrued sick leave either in time off or pay shall be granted. It is recognized that sick leave utilization is not considered as a right which may be used at Employee's discretion, but shall be allowed only in case of necessity for actual personal sickness of or injury to Employee or approved family member, and for medical, dental, and vision care appointments.
2. **Accrual Rate.** Employees shall accrue sick leave in the amount of eight (8) hours per month.
3. **Lateral Hires.** All lateral hires employed by the City will receive fifty percent (50%) of their accrued sick leave up to fifty (50) hours from their place of employment as a sworn police officer immediately preceding their City employment. To be eligible for this benefit, the lateral hire must verify their prior accrual balance from the pay stub on their last check within fifteen (15) calendar days of being hired by the City.
4. **Utilization Rate.** Sick leave shall be deducted from an Employee's total amount of accrued sick leave on an hour-for-hour basis. In the event that an Employee utilizes all of Employee's accrued sick leave and is still unable to return to work due to illness or injury, such Employee shall automatically be placed on leave without pay, in accordance with Section C, below, unless Employee advises City's Human Resources and Risk Management Office to charge the additional sick time off against Employee's accrued vacation balance, if any.
5. **Notification Procedures.** An Employee who will be off work on sick leave shall notify Employee's immediate supervisor in accordance with Police Department General Orders and AP&P No. 13-22 entitled, "Sick Leave Utilization."



6. **Job-Related Illness or Disability.** An Employee who is off work as a result of a proven job-related illness or disability shall not have such time off charged against such Employee's accumulated sick leave.
  
7. **Use of Accrued Sick Leave Prior to Effective Date of Ordinary Disability Retirement.** Notwithstanding, anything herein above to the contrary, Employees who are eligible to retire on an ordinary disability retirement pursuant to the contract with PERS due to a non-job related illness or injury shall be entitled to utilize any or all of their accrued sick leave prior to the effective date of such retirement from City employment. However, except as provided Subsection 9, below, no compensation of any kind or character shall be made for any accrued sick leave which may remain credited to Employee on or after such effective date.
  
8. **Upon Service Retirement.** Upon service retirement, accumulated sick leave shall be credited to Employee's retirement account in accordance with the provisions of the retirement plan referenced in Subarticle 6.6, provided, however, should an Employee elect to convert any of such sick leave to cash pursuant to Subsection 9, below, Employee's retirement sick leave credit shall be reduced commensurately.
  
9. **Sick Leave Conversion Upon Termination.** Upon retirement or termination in good standing, Employees may convert accrued sick leave to cash in accordance with the following schedule:

<u>CITY SERVICE YEARS</u>	<u>MAX. CONVERSION %/MAX. \$ AMOUNT</u>
0 - 5 Years	0
5 - 10 Years	10% / \$1,000
10 - 15 Years	25% / \$2,000
Over 15 Years	50% / \$3,000

10. **Sick Leave Incentive Pay.** Employees who use no sick leave for their own or family sick leave, either for illness or medical or other appointments, in the course of a semi-annual period beginning either January 1 or July 1 of each year shall receive payment for eight (8) hours of Sick Leave Incentive Pay at the end of the period (either June 30 or December 31

as appropriate). Transfer of sick leave for illness of other City employees shall not be considered use of sick leave by the donating Employee for purposes of the Sick Leave Incentive Pay. Such Sick Leave Incentive Pay shall be calculated by multiplying Employee's Regular Pay, which was in effect during the last full pay period of the semi-annual period (either June 30 or December 31 depending on the period) times eight (8). Special pays, such as Shift Differential Pay, overtime, out of class, or any other pay shall not be part of the basis for this calculation. Payment shall be made by a separate check from pay for regular hours and be made in conjunction with payment for Holiday Time Bank hours. Such checks will be issued prior to the end of the month following the end of the semi-annual period.

**B. Leave of Absence With Pay - Birth or Adoption of Child.**

1. **Amount; When Taken.** In the event of the birth of an Employee's or Employee's registered domestic partner's child, or the adoption of a child by an Employee or Employee's registered domestic partner, such Employee shall be entitled to a leave of absence with pay for one hundred and twenty (120) hours, the general equivalent of three (3) work weeks. Such leave must commence within one year of birth or adoption, the equivalent timeframe to Family Medical Leave Act/California Family Rights Act protected periods. An Employee shall be eligible for a single leave period for the event of a birth or adoption, without regard to the number of children involved. The birth or adoption of multiple children at one time shall not create eligibility for more than one birth or adoption leave period.
  
2. **Notification Procedure.** Employees shall notify Chief of Police as soon as possible after such birth or adoption date as to which days Employee will be on birth or adoption leave.

**C. Leave of Absence Without Pay.** Employees may apply to take a leave of absence without pay in conformance with the provisions of Administrative Procedure and Policy 13-24, entitled "Leaves of Absence," as is in effect at the time the request is made.

## 6.5 VACATION

**A. Accrual - Generally.** Employees who have served City for a period of six (6) months or more shall be entitled to an annual vacation leave with pay. Such vacation leave shall be earned by Employee in accordance with the schedule set forth herein below provided that an Employee, after satisfactorily completing six (6) months of service, shall be credited with vacation leave equal to the amount they would have accrued during a six-month period.

**1. Rate of Accrual.** Employees shall accrue vacation credit in accordance with the schedule in Exhibit "D" entitled, "Vacation Accrual Schedule." Employees may accrue annual vacation credits to an amount not to exceed the Maximum Accrued Balance as set forth in Exhibit "D."

**2. Termination of Additional Accrual.** Employees shall cease to accrue additional vacation when their accumulated vacation leave balance is equal to the Maximum Accrued Balance identified for their accrual rate, as set forth in Exhibit "D." Accrual shall commence again when the balance drops below the maximum. Employee shall receive written notice from City prior to the anticipated date of such termination of additional accrual. If an Employee is unable to utilize accrued vacation by reason of illness or disability or because the Police Department has canceled previously approved vacation or refused to schedule vacation requests by Employee, City Manager shall approve a limited-time waiver of the termination of additional vacation accrual provisions in Subsection 1, above, based on the written request of Employee.

**3. Lateral Hires.** All lateral hires employed by the City will receive fifty percent (50%) of their accrued vacation leave up to fifty (50) hours from their place of employment as a sworn police officer immediately preceding their City employment. To be eligible for this benefit, the lateral hire must verify their prior accrual balance from the pay stub on their last check within fifteen (15) calendar days of being hired by the City.

**B. Utilization.** Employees may utilize their accrued vacation as it is earned, at a time that shall be determined by Chief of Police in accordance with the needs of City and with due regard for the wishes of Employee.

**C. Effect of Termination of Employment.** Employees who terminate employment, or who are terminated, and who have completed satisfactorily at least six (6) months of service, shall be paid in lump sum for all accrued vacation earned prior to the effective date of their termination. Said payment shall be determined by multiplying Employee's Regular Pay times the number of hours of accrued vacation credited to Employee at the time of termination. Employees with less than six (6) months of service shall not be paid for any accrued vacation.

## **6.6 RETIREMENT PLAN**

**A. Established and City Contribution - Employees Hired Before January 1, 2013 or Classic Members.** Employees hired before January 1, 2013 or those Classic Members, as defined by CalPERS, shall receive the 3% at age 50 retirement benefit formula. Employees covered by this section 6.6.A. shall contribute the employee contribution amount established by CalPERS for the 3% @ 50 Pension Formula. The required employee contribution as of the date of this MOU is nine percent (9%). The City shall not pay any portion of the required employee contribution.

**B. Employees Hired On or After January 1, 2013.** Employees hired on or after January 1, 2013, shall receive the 2.7% at age 57 retirement benefit formula. Employees covered by this section 6.6.B. shall contribute the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS. The City shall not pay any employee contribution. Employees covered by this section 6.6.B. who are classic members as defined by CalPERS may be eligible for a different pension formula.

**C. City Contribution.** Except as provided in section 6.6.D., City agrees to pay the benefit employer contribution as established by that certain "Contract Between the Board of Administration, Public Employees' Retirement System and the City Council of the City of Chico" which was in effect as of June 30, 2002, and to abide by all terms and conditions as established by such Contract so long as the contract exists between City and PERS.

**D. Employee Cost Sharing of Additional Benefits.** All employees shall pay, through payroll deduction, 100% of the required employee contribution plus an additional three percent (3%) of PERSable compensation toward the normal cost of pension benefits as permitted by Government Code Section 20516. Any cost-sharing percentage above three percent (3%) shall be rolled back

effective the first pay period of July 2023. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to Government Code Section 20516. As soon as practicable after ratification and approval by the City Council of this MOU, City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code Section 20516, Employee Cost Sharing of Additional Benefits. Notwithstanding the above, until the contract amendment is complete, the three percent (3%) cost sharing described in this section shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. CPOA and City will take all actions necessary to implement the pension cost sharing agreement described in this section 6.6.D.

- E. Old Age and Survivors Disability Insurance Program.** If, during the term of this MOU, the Federal Government mandates public agencies and public employees to participate in the Old Age and Survivors Disability Insurance Program (i.e., Social Security), CPOA and City agree to automatically reopen negotiations within thirty (30) days of City's receipt of such notice from the Federal Government. Such negotiations shall be for the purpose of determining the impact of such mandate on the implementation or continuation of the current retirement plans and any measures which can be taken to mitigate such impact.
  
- F. Deferred Compensation Plan.** City has established a Deferred Compensation Plan in accordance with Internal Revenue Code (IRC) 457. City agrees to match ten percent (10%) of Employee contributions. However, the ten percent (10%) City match shall not be applicable to Employee catch-up contributions.
  
- G. Consistency with PEPRA.** It is the intent of the Parties that the terms set forth herein be consistent with the provisions of PEPRA, as it may be amended from time to time. In the event of any inconsistency, the provisions set forth in PEPRA shall prevail.

## 6.7 RETIREE MEDICAL EXPENSE AND HEALTH INSURANCE TRUST

- A. **Established.** The Retiree Medical Expense and Health Insurance Trust ("Trust") administered and managed by CPOA. The Trust shall be in conformance with those applicable Internal Revenue Code requirements that allow for City contributions to be made on a tax-free basis.
- B. **Funding.** The Trust will be partially funded by monthly contributions made by the City to the party designated to receive such contributions by CPOA. The CPOA President shall be responsible for informing City of changes to the party designated to receive such contributions. The negotiated City contribution, per Employee in active status for the prior month, is one-hundred dollars (\$100) monthly.
- C. **Purpose and Restrictions.** CPOA shall be responsible for payment of all costs associated with the maintenance of the Trust. The sole purpose of the Trust is to provide funding for medical expenses and health insurance costs for eligible retirees, or qualified family members of eligible retirees as established by the Trust.

If at any time, the Trust is deemed by the Internal Revenue Service (IRS) to not have tax-free status, in relation to City contributions, the City shall hold all further contributions to the Trust in an escrow account until such time that CPOA can re-establish a tax-free contribution Trust that meets the intended purposes outlined above. City makes no guarantee, either direct or implied, that payments for medical expenses and health insurance for eligible retirees, or qualified family members of eligible retirees as established by the Trust, would exist or continue beyond the financial resources of the Trust.

- D. **Continued Participation for Promoted Employees.** Employees who promote out of the CPOA bargaining unit to a Chico Police Department management position shall continue to be eligible for participation in the Trust.

## 6.8 VARIOUS BENEFITS

- A. **Employee Assistance Program.** City agrees to provide counseling services to Employees at City's cost, in accordance with the provisions of AP&P No. 13-15 entitled, "Employee

Counseling.” City retains the right to annually select the counseling service provider for the ensuing year in accordance with City’s purchasing system.

**B. Defense of Employee from Civil Actions or Proceedings.** City agrees to defend Employees from civil actions or proceedings in accordance with the applicable provisions of the Government Code.

**C. Section 125 Plan.** City’s Section 125 Plan was established pursuant to Sections 105, 125, and 129 of the Internal Revenue Code of 1986, as amended. Such Plan allows Employees who make a contribution for medical, dental, and vision insurance coverage to make that contribution on a pre-tax basis through the Plan. City shall pay the costs to maintain the Section 125 plan, however, if Employees wish to access other benefits, such as Dependent Care Plan or Medical Flexible Spending Account Plan, Employees shall be responsible for any additional fees related to those benefits.

**D. Uniforms.** Uniform allowances are subject to CalPERS reporting requirements pursuant to Government (Gov.) Code section 20636 and 20636.1, and section 571 of the California Code of Regulations (CCR) (Uniform Allowance), which pertains only to classic CalPERS members. Any applicable CalPERS premiums will be deducted in the last pay period of each fiscal year, or upon termination for probationary employees.

**1. Initial Uniform Items Purchased by City.** City agrees to provide newly hired Employees with the initial uniform items identified in the Uniform GO. Newly hired Employees will receive a pro-rated Uniform Allowance after successful completion of probation. The Uniform Allowance will be pro-rated beginning the first of the month after successful completion of probation through June 30 of the same fiscal year.

**2. Uniform Allowance.** City agrees to appropriate funding for the Uniform Allowance in the Annual Budget, in the amount of thirteen hundred dollars (\$1,300) per employee, per fiscal year, payable in one lump sum no later than July 31st. These lump-sum payments, subject to required withholdings, shall be made on a separate check from the employee’s regularly issued payroll check.

3. **Essential Items.** Essential items will be specifically identified on the list of Authorized Items. City and CPOA agree that an essential item will not be added or removed from the list of Authorized Items in the Uniform GO without meeting and conferring prior to the addition or removal.

**E. Cleaning Service Accommodation.** Chief of Police will make arrangements with a private dry cleaning vendor to accommodate Employee drop-off and pickup of uniform items at Police Department. The cost for cleaning will remain the responsibility of Employee who will pay the vendor directly. City takes no responsibility for the quality of the service provided by the vendor, but will endeavor to obtain the lowest rates possible for quality services, which Employee has an option of purchasing. City will have no responsibility for payment to vendor, and vendor will be clearly notified of such. City will not handle any funds or perform any record keeping for Employees or vendor.

**F. Federal Insurance Contributions Act - Medicare Contribution.**

1. **Applicability.** The Federal Insurance Contributions Act (“FICA”) mandates that Employees hired after April 1, 1986 be covered by and make payroll contributions for the Medicare portion of FICA at a rate of 1.45% of salary. City is also required to contribute 1.45% of salary.
2. **Employee Contribution.** Employees are required to contribute 1.45% of their salary to the FICA - Medicare program.
3. **Future Changes.** Notwithstanding anything herein above to the contrary, if in the future the Federal Government mandates that all City employees shall be covered by and make payroll contributions for the Medicare portion of FICA, Employees covered by this MOU shall be required to make such contributions.

**G. Health and Fitness Facilities.**

1. **City Reimbursement.** City agrees to reimburse Employees up to the single person rate or \$50.00 per month, whichever is less, for the cost of health and fitness facilities to assist Employees in attaining and maintaining overall wellness and physical fitness goals.



- 2. Selection of Facility and Reimbursement Procedure.** Employees shall have the right to select a qualified health and fitness center based on the following.
- a.** “Qualified health and fitness centers” shall mean privately operated physical fitness businesses which provide at least the following: weight training equipment, aerobic apparatus and equipment, and aerobic exercise classes;
  - b.** Employees shall be responsible for the payment of any initiation fee;
  - c.** City’s maximum obligation for payment of Employee’s monthly membership fee shall not exceed \$50.00. CPOA agrees that Employees who select health/fitness centers with membership fees exceeding City’s maximum payment amounts shall be responsible for the payment of such additional fee amounts;
  - d.** City shall reimburse Employees for monthly membership fees up to the maximum City payment amount set forth above upon submittal by such Employees of the appropriate City claim form and evidence of payment of such fees. Such claim must be submitted within ninety (90) days following the end of the covered period to be eligible for reimbursement.

## ARTICLE SEVEN: WORKING CONDITIONS

### 7.1 HOURS AND SHIFTS

**A. Generally.** City shall retain the right, in its sole discretion, to assign Employees to appropriate and necessary work shifts. City shall also retain the right to adjust or change the work hours and starting times of Employees to meet the needs of the Police Department. However, City agrees, whenever possible, to give affected Employees seven (7) calendar days advance notice of such adjustments or changes. City further agrees that it will not act arbitrarily in adjusting or changing Employee work hours and starting times.

#### **B. Work and Meal Breaks.**

- 1. Employees, Generally.** During each work shift, Employees shall be entitled to take two (2) fifteen (15) minute breaks and a half (½) hour meal break. Said meal break shall be paid. However, Patrol Division Employees assigned to the three (3) 12 ½ hour (3-12) shift schedule shall receive a 45-minute meal break instead of the half (½) hour meal break. Such breaks shall be taken at such times and at such locations as are determined or not prohibited by Chief of Police. However, it is recognized that the time of such breaks may vary because of emergencies, training periods, or unusual circumstances and that during such occurrences, the exact time of the meal break will be determined by the shift supervisor. It is further recognized and agreed that should the needs of City, emergencies, or other unusual circumstances cause Employees not to be able to take a work break, Employees shall not be entitled to accumulate and/or save such lost work break for use at another time.
  
- 2. Employees while attending out of area training.** Employees shall be entitled to take two (2) fifteen (15) minute work breaks and a one (1) hour lunch break to be taken at such times and at such locations as are determined by Chief of Police. Said meal break shall be unpaid. However, it is recognized that the time of such breaks may vary because of emergencies, training periods or unusual circumstances and that during such occurrences, the exact time of the lunch break will be determined by Employee's supervisor. It is further recognized and agreed that should the needs of City, emergencies, or other unusual circumstances

cause Employees not to be able to take a work break, Employees shall not be entitled to accumulate and/or save such lost work break for use at another time.

### **C. Specific Hours and Shifts.**

- 1. Patrol Division Shift Assignments.** Police Officers and Sergeants, regularly assigned to the Patrol Division of the Police Department shall work a shift schedule consisting of a combination of three (3) 12.5 hour (3-12) and four (4) 10 hour (4-10) shift schedules, subject to the provisions of Subsection D, below. Police Officers and Sergeants who may be assigned on a non-regular or occasional basis to the Patrol Division on an overtime basis may be assigned to a different shift schedule than the 3-12 or 4-10 shift schedule. Overtime pay for Officers and Sergeants assigned to these shifts, when applicable, shall be calculated as set forth in Section 5.2, entitled “Overtime Pay” of this MOU, and Employees shall continue to be paid on a bi-weekly basis.
  
- 2. Shift Rotation.** The shift rotation system set forth in Exhibit “E” entitled, “Patrol Division Shift Schedule,” shall be established by the Chief of Police in his or her sole discretion and shall continue subject to the following provisions and conditions:
  - a. Seniority.** Assignment of shift hours and Employee days off within each shift shall be made based on seniority, with Employee having the longest period of employment as a Police Officer in the case of Police Officer shifts, and as a Police Sergeant in the case of Police Sergeant shifts, being given preference in the selection of such hours and days off.
  
  - b. Chief of Police - Modification.** Chief of Police shall have the right to modify the schedule when it is in the best interests of the Police Department in order to ensure a reasonable level of experienced officers and a uniform distribution of Field Training Officers, Crime Scene Investigators, and Canine Officers on all shifts.
  
  - c. Voluntary Shift Changes.** After consideration of the needs of City and the desires of Employee, voluntary shift schedule changes (“trades”) between Employees may be approved by Chief of Police. Requests for shift trade approval shall be made for good cause and shall be in writing.

### **3. Donning and Doffing.**

- a.** Effective December 23, 2007, the Chico Police Department will allow ten (10) minutes at the beginning of a shift in order to provide all affected CPOA members time to don their police uniforms and protective gear, and will allow ten (10) minutes prior to the end of a shift in order to provide all affected CPOA members time to doff their police uniforms and protective gear. For the purposes of this section regarding donning & doffing at the start and end of work shifts, the terms “don” or “donning” and “doff” or “doffing” are intended to cover putting on and taking off uniforms and protective gear, as well as all associated time for preparing, maintaining, storing, and otherwise associated with required uniforms and protective gear. Also for the purposes of this section, existing start and end times for scheduled work shifts are not being changed; rather, the ten (10) minutes being allowed for donning at the start of shifts will begin at the start of the scheduled shift, and this ten (10) minute period will end at the start of briefing (or ‘roll call’), such that briefing will not start until ten (10) minutes after the beginning of the scheduled work shifts.

Similarly, the ten (10) minutes being allowed at the end of shifts will begin ten (10) minutes prior to the end of the scheduled shifts, such that employees covered by this provision are allowed to enter their respective locker/dressing rooms ten (10) minutes prior to the scheduled end of their shifts.

- b.** CPOA agrees that, for the duration of this MOU and as long as the ten (10) minutes at the start of shifts and the ten minutes at the end of shifts are provided by the Police Department for donning & doffing, CPOA will not approve, file or process any grievance concerning or related to donning & doffing, nor will CPOA encourage, support, or fund any lawsuit or lawsuits regarding donning & doffing by past or present CPOA members. CPOA also represents that as of December 23, 2007, CPOA has not approved or funded and is not participating in any grievances or lawsuits regarding donning & doffing for its past or present members.

- c. As documented in the separate, stand-alone Waiver and Release form maintained by the Human Resources and Risk Management Office, Employees receive the ten (10) minutes at the beginning of work shifts and the ten (10) minutes at the end of work shifts for donning & doffing if and only if such CPOA member has signed the Waiver and Release form agreeing to waive, relinquish, release, acquit and discharge City from any and all actions, claims, or demands regarding donning & doffing, as described on such Waiver and Release forms.
- d. City and CPOA agree that this section effectively resolves the dispute over donning & doffing time incurred by past and present CPOA members, and the appropriate compensation for such time, for the duration of this MOU and as long as the ten (10) minute periods described herein are provided by the Police Department to all affected CPOA members.
- e. This section regarding donning & doffing, and the associated separate Waiver and Release form, represent the entire understanding of City and CPOA as to the donning & doffing of uniforms and protective gear at the Chico Police Department. No prior written understanding shall be of any force or effect with respect to donning & doffing. This section of the agreement for donning & doffing may not be modified or altered except by written amendment appropriately designated, signed, and dated by City and CPOA. Any such amendment shall, unless otherwise provided, be considered as a part of this section from the effective date of this MOU.

**4. Other Divisional Shift Assignments.** All Employees assigned to other Departmental bureaus, divisions, or units shall work a shift assignment as determined by Chief of Police subject to the provisions of Subsection D, below.

**D. Hours and Shift Modification.**

- 1. Shift Modification - Emergencies.** City may, in its sole discretion and upon determination of Chief of Police, determine that emergency conditions exist which threaten the public health and safety and modify the shift schedules herein established in any manner deemed necessary by Chief of Police to meet the requirements of said emergency. The term

“emergency conditions” shall include, but shall not be limited to, any of the following conditions, singularly or in combination: Civil unrest, strikes, riot, natural disasters, major criminal situations, unexpected, substantial and protracted reductions in manpower and such other similar conditions as may be reasonably determined by Chief of Police to require reallocation of departmental resources by modification of the existing shift assignments to ameliorate such circumstances. City shall not, however, unreasonably, arbitrarily, or capriciously make a determination of emergency conditions. Further, City agrees that when the need for such shift modification arises, it will attempt to notify the Employee(s) whose shift(s) will be affected, as early as is practical, in advance of the effective dates of said shift change.

**2. Shift Modification - Staffing Shortages.** Chief of Police may modify the shift schedules herein established to a five (5) day, eight (8) hour shift schedule to meet the needs of the Police Department in the event that the number of uniformed Police Officers and Sergeants regularly assigned to patrol duties in the Patrol Division, fall twenty percent (20%) or more below the number of positions regularly assigned to such Division by the Police Department. Only personnel vacancies resulting from workers’ compensation leave, leave without pay, illness or other medical condition, light duty assignments, and retirement or other terminations shall be counted in determining such twenty percent (20%) amount. In determining the number of Police Officers and Sergeants regularly assigned to the Patrol Division, newly appointed Employees who are in the field training program shall be excluded. Further, City agrees that when the need for such shift modification arises, it will notify Employee(s) whose shift(s) will be affected, as early as is practical, in advance of the effective dates of said shift change. Shift modifications between a five (5) day, eight (8) hour shift schedule, 3-12 shift schedule, and a 4-10 shift schedule, shall be made effective at 01:00 Sunday morning, the first day of an established pay period.

**3. Dispute - Modification for Emergencies and Staffing Shortages.** In the event of a dispute regarding the existence of an emergency or the need to implement emergency or staffing shortage shift modifications, Employees shall have the right to request a hearing before a hearing officer, which hearing shall be conducted in accordance with the applicable provisions relating thereto as set forth in PERRs Section 2R.72.240. Further,

the parties hereto agree that all other grievance procedures provided in the cited PERRs Section preceding said hearing procedure are hereby waived in this regard, and that the binding arbitration provisions of Article Eight shall not apply hereto.

**4. Shift Modification - Minimum Off-Duty Time Period - Court Call-Back.** In the event that an Employee is required to make a court appearance during said Employee's off-duty time between work shifts, Chief of Police, upon proper notification, shall rearrange the beginning time of such Employee's subsequent work shift schedule so as to provide Employee with a minimum rest period of eight (8) hours before or after such court appearance, subject to the provisions of Subsections 1, 2, and 3, above.

**5. Shift Modification - Minimum Off-Duty Time Period - Shift Rotation.** When shift rotation occurs, Chief of Police shall make every reasonable effort to modify the beginning time of an Employee's new shift, if necessary, to ensure that Employee has a minimum rest period of eight (8) hours between the end of one shift and the beginning of the next shift, subject to the provisions of Subsections 1, 2 and 3, above.

**E. Workers' Compensation Modified Duty.** All Physician Letters, identifying work restrictions, shall be evaluated by the department and Human Resources to assess what reasonable accommodation may be made. In the event an injured worker's regular schedule is swing shift or night shift, and that injured worker is reasonably accommodated on day shift, the employee shall be "kept whole" and shall maintain their swing or night shift differential for the duration of the reasonable accommodation, or until the next scheduled shift change. The department and Human Resources shall review all forms of reasonable accommodation every thirty (30) days to assess the appropriateness of said accommodation.

## **7.2 SAFETY**

**A. Safety Rules.** CPOA agrees that Employees shall abide by adopted rules and regulations regarding the usage of safety equipment and the utilization of safe working operations and procedures. Any such Employee in violation of such safety rules and regulations shall be disciplined in accordance with the appropriate provisions of the PERRs.

**B. Workstations, Equipment, and Tools.** City recognizes its responsibility to and will provide safe work stations, equipment, and tools.

### **7.3 JOINT LABOR MANAGEMENT COMMITTEE**

The City and CPOA agree to meet at least biannually during the term of the MOU to discuss issues of mutual interest involving staffing levels, retention, recruitment and training. All meeting dates will be set at mutually agreeable times. The parties understand that these meetings do not constitute meet and confer as those terms are used under the Meyers-Milias-Brown Act. Any agreements to modify the terms of the MOU as a result of these meetings will be achieved through side letters based on mutual agreement of the parties.



## **ARTICLE EIGHT: BINDING ARBITRATION**

### **8.1 AGREEMENT TO BINDING ARBITRATION**

City agrees to a process of third-party binding arbitration, as set forth herein, which only shall be used for grievances arising out of the interpretation of the provisions of this MOU. AP&Ps on the following subjects are also subject to the grievance procedure:

- a. Medical Suitability for Employment
- b. Transfer of Sick Leave for Illness of Other City Employees
- c. Bereavement Leave
- d. Military Training Leave
- e. Educational Reimbursement
- f. Damage Reimbursement – Personal Clothing and Property
- g. Department Safety Committees

### **8.2 PROGRESSION TO BINDING ARBITRATION**

If requested by the grievant, the binding arbitration request replaces the hearing request in the formal grievance procedure set forth in PERRs Section 2R.72.240.A.5.b(5). However, the fifteen (15) working day time limit set forth in such PERRs Section shall be applicable to such binding arbitration request.

### **8.3 REVIEW BY CITY MANAGER**

At the option of the grievant, a fourth level of review, consisting of a review by City Manager, may be utilized prior to implementation of the binding arbitration process. However, the request for such review shall be made within ten (10) working days after receipt of the written decision of the third level of review. City agrees that City Manager shall review the matter and render a written decision within fifteen (15) working days. Should Employee still feel aggrieved, or should City Manager not render a decision within fifteen (15) days, Employee shall have ten (10) working days to initiate the Binding Arbitration process.

### **8.4 SELECTION OF ARBITRATOR**

Arbitrator selection and the arbitration process shall proceed in accordance with the “Expedited Labor Arbitration Rules” of the American Arbitration Association (“AAA”) provided, however, that arbitrator

selection and the arbitration process may proceed under the “Voluntary Labor Arbitration Rules” of the AAA upon mutual agreement between City and CPOA.

**8.5 AUTHORITY OF ARBITRATOR**

The authority of the arbitrator shall be limited to making determinations regarding the violation, misapplication, or misinterpretation of the provisions of this MOU. The arbitrator shall not have the authority to add to or delete from such provisions nor make decisions which involve direct changes or modifications to the scheduled pay or benefit provisions contained herein. In the event that there exists between the parties hereto a dispute as to whether a matter is subject to the arbitration process set forth herein, the arbitrator shall consider and determine whether the matter is subject to arbitration prior to hearing and considering the merits of the grievance issue.

**8.6 COST OF ARBITRATION**

The cost of the arbitration process assessed by the AAA shall be shared equally between City and CPOA. City and CPOA shall each be responsible for their own costs in securing witnesses for legal or other representation and for presentation of material.

//

Signed and dated as follows:

For the Chico Police Officers’ Association:

Tyler Rainey Jun 14, 2023  
Tyler Rainey (Jun 14, 2023 08:07 PDT)  
Tyler Rainey (Date)  
CPOA President

For the City of Chico:

Mark Sorensen Jun 14, 2023  
Mark Sorensen (Jun 14, 2023 08:15 PDT)  
Mark Sorensen\* (Date)  
City Manager

\* Authorized pursuant to Chico  
Municipal Code 2R.04.060

APPROVED AS TO FORM:

Vincent Ewing Jun 14, 2023  
Vincent Ewing (Jun 14, 2023 09:01 PDT)  
Vincent C. Ewing, City Attorney\* (Date)

\*Approved pursuant to The Charter of the City of  
Chico Section 906 (D)

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF CHICO  
AND  
THE CHICO POLICE OFFICERS' ASSOCIATION (CPOA)  
REGARDING PAY, HOURS, AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF  
JULY 1, 2023 THROUGH JUNE 30, 2026  
(2023 MOU - CPOA)**

**EXHIBIT "A" - SCHEDULE OF JOB TITLES**

The following job titles shall be covered by the provisions of this MOU:

*Police Officer*  
*Police Sergeant*

**MEMORANDUM OF UNDERSTANDING BETWEEN  
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**EXHIBIT "B" - SCHEDULE OF BASIC HOURLY PAY RATES**

Basic hourly pay rates are memorialized in the City's B-1 Appendix and are noted below for reference.

Effective July 2, 2023

	POLICE OFFICER						
	A	B	C	D	E	F	G
Hourly	\$37.52	\$39.40	\$41.37	\$43.44	\$45.61	\$47.89	\$50.28
Monthly	\$6,503.47	\$6,829.33	\$7,170.80	\$7,529.60	\$7,905.73	\$8,300.93	\$8,715.25
Annually	\$78,041.60	\$81,952.00	\$86,049.60	\$90,355.20	\$94,868.80	\$99,611.20	\$104,582.40

	SERGEANT					
	A	B	C	D	E	F
Hourly	\$52.90	\$55.55	\$58.33	\$61.25	\$64.31	\$67.53
Monthly	\$9,169.33	\$9,628.67	\$10,110.53	\$10,616.67	\$11,147.07	\$11,705.20
Annually	\$110,032.00	\$115,544.00	\$121,326.40	\$127,400.00	\$133,764.80	\$140,462.40

Effective First Pay Period in July 2024

	POLICE OFFICER						
	A	B	C	D	E	F	G
Hourly	\$38.27	\$40.19	\$42.20	\$44.31	\$46.52	\$48.85	\$51.29
Monthly	\$6,633.54	\$6,965.92	\$7,314.22	\$7,680.19	\$8,063.84	\$8,466.95	\$8,889.56
Annually	\$79,602.43	\$83,591.04	\$87,770.59	\$92,162.30	\$96,766.18	\$101,603.42	\$106,674.05

	SERGEANT					
	A	B	C	D	E	F
Hourly	\$53.96	\$56.66	\$59.50	\$62.48	\$65.60	\$68.88
Monthly	\$9,352.72	\$9,821.24	\$10,312.74	\$10,829.00	\$11,370.01	\$11,939.30
Annually	\$112,232.64	\$117,854.88	\$123,752.93	\$129,948.00	\$136,440.10	\$143,271.65

Effective First Pay Period in July 2025

	POLICE OFFICER						
	A	B	C	D	E	F	G
Hourly	\$39.04	\$40.99	\$43.04	\$45.19	\$47.45	\$49.82	\$52.31
Monthly	\$6,766.21	\$7,105.23	\$7,460.50	\$7,833.80	\$8,225.12	\$8,636.29	\$9,067.35
Annually	\$81,194.48	\$85,262.86	\$89,526.00	\$94,005.55	\$98,701.50	\$103,635.49	\$108,807.53

	SERGEANT					
	A	B	C	D	E	F
Hourly	\$55.04	\$57.79	\$60.69	\$63.72	\$66.91	\$70.26
Monthly	\$9,539.77	\$10,017.67	\$10,519.00	\$11,045.58	\$11,597.41	\$12,178.09
Annually	\$114,477.29	\$120,211.98	\$126,227.99	\$132,546.96	\$139,168.90	\$146,137.08

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**EXHIBIT "C" - HEALTH INSURANCE CARRIERS AND CONTRIBUTIONS**

**I. CARRIERS**

Employees shall be covered by the medical and dental insurance carriers on file with the Human Resources and Risk Management Office.

**II. CITY CONTRIBUTIONS**

City shall make the following maximum contribution per month toward the monthly premium rate for City's employee group medical and dental insurance plans, as defined herein. The amount of the Employee's contribution shall vary based on the medical plan selected by the Employee. In the event that the actual monthly premium is less than the maximum contribution set forth below, City's contribution shall be the actual monthly premium amount and Employees shall not be required to make a contribution. Any premium costs in excess of City's contribution shall be paid by Employee.

Effective January 30, 2011, Employees shall be responsible for payment of the dental insurance premium, up to a maximum of \$74.09 per month. If the dental insurance premium increases above \$74.09 during the term of this MOU, City agrees to pay such increases.

**Effective January 1, 2021**

<b>MEDICAL</b>					
<b>City Contribution</b>					
	<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>	<b>HSA</b>
Single	620.00	620.00	573.00	402.00	78.14
Double	1,321.00	1,320.00	1,217.00	859.00	125.02
Family	1,700.00	1,699.00	1,567.00	1,108.00	156.27
<b>Employee Contribution</b>					
	<b>EPO</b>	<b>PPO 90/10</b>	<b>PPO 80/20</b>	<b>HDHP</b>	<b>HSA</b>
Single	84.44	270.13	175.45	0.00	---
Double	164.86	578.95	373.62	0.00	---
Family	218.011	734.99	473.39	0.00	---
<b>DENTAL</b>			<b>VISION</b>		
<b>City Contribution</b>					
Single		0.91			5.47
Double		0.91			5.47
Family		0.91			5.47
<b>Employee Contribution</b>					

Single	74.09		0.00
Double	74.09		4.66
Family	74.09		10.24

**Future Premium Increases.**

Future medical premium increases shall be shared proportionately between the City and CPOA based on the percent of total premium cost used for 2015 premium contributions/deductions.

**III. EMPLOYEES NOT REQUIRED TO PARTICIPATE IN CITY’S INSURANCE PLAN.**

Employees who have alternative group medical insurance coverage are not required to participate in City’s medical insurance plan. Employees are required to provide verification of such alternative coverage to the Human Resources and Risk Management Office during the open enrollment period. Employees shall continue to provide verification during the open enrollment period in all subsequent years that Employees choose to opt out of City’s medical insurance plan. Employees who opt out of City’s medical insurance plan shall receive a payment of \$200.00 per month, cash.

Employees who lose their alternative coverage shall be required to immediately enroll in City’s medical insurance plan, and shall no longer receive the \$200.00 per month payment.

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**EXHIBIT "D" - VACATION ACCRUAL SCHEDULE**

<b>Length of Service</b>	<b>Hours</b>		
	<b>Bi-weekly Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Accrual Balance</b>
7th month through 36th month	3.08	80.08	320
37th month through 96th month	4.62	120.12	320
97th month through 108th month	4.93	128.18	320
109th month through 120th month	5.23	135.98	340
121st month through 132nd month	5.54	144.04	360
133rd month through 144th month	5.85	152.10	380
145th month through 156th month	6.16	160.16	400
157th month through 168th month	6.47	168.22	420
169th month through 180th month	6.78	176.28	440
181st month through 192nd month	7.09	184.34	460
193rd month and forward	7.39	192.14	480

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**EXHIBIT "E" – PATROL SECTION SHIFT SCHEDULE**

The shift schedule set forth on Exhibit E-1 shall apply to Employees assigned to the Police Department's Patrol Section.

EXHIBIT "E-1" - PATROL SECTION SHIFT SCHEDULE

(3/12.5 & 4/10 COMBINATION STAFFING PLAN)

	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat
<b>Days A</b> 0700-1700		0700-1700	0700-1700	0700-1700	0700-1700				0700-1700	0700-1700	0700-1700	0700-1700		
<b>Mid-days*** A</b> 1200-2200		1200-2200	1200-2200 1/2 team M-Th and 1/2 team Tu-F	1200-2200	1200-2200	1200-2200			1200-2200	1200-2200 1/2 team M-Th and 1/2 team Tu-F	1200-2200	1200-2200	1200-2200	
<b>Swing*** A</b> 1600-0200		1600-0200	1600-0200	1600-0200	1600-0200				1600-0200	1600-0200	1600-0200	1600-0200		
<b>Grave*** A</b> VARIES		2200-0800	2200-0800	2200-0800	2100-0700				2200-0800	2200-0800	2200-0800	2100-0700		
<b>Days** B</b> 0600-1830	0600-1830					0600-1830	0600-1830	0600-1830					0600-1830	0600-1830
<b>*Mid-days** B</b> 0900-2130 *Vacant	0900-2130 *Vacant					0900-2130 *Vacant	0900-2130 *Vacant	0900-2130 *Vacant					0900-2130 *Vacant	0900-2130 *Vacant
<b>Swing** B</b> 1600-0430	1600-0430					1600-0430	1600-0430	1600-0430					1600-0430	1600-0430
<b>Swing** C</b> 1600-0430					1600-0430	1600-0430	1600-0430					1600-0430	1600-0430	1600-0430
<b>Grave** B</b> 1900-0730	1900-0730					1800-0630	1800-0630	1900-0730					1800-0630	1800-0630

\*\* 3-12 1/2 hr teams require a 10 hour payback day every 28 day cycle. The payback day may be assigned to satisfy the needs of the Department pursuant to 7.I.C. of this MOU.  
\*\*\* Training days for the 4-10 teams may require alternate shift hours, usually 0700-1700.