



CITY OF
LA MESA
JEWEL of the HILLS

**MEMORANDUM
OF
UNDERSTANDING
2018 - 2020**

**LA MESA
POLICE OFFICERS'
ASSOCIATION**

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Memorandum of Understanding

Between

**CITY OF LA MESA, CALIFORNIA
MUNICIPAL EMPLOYEE RELATIONS COMMITTEE,
hereinafter known as MERC,**

and

**LA MESA POLICE OFFICERS' ASSOCIATION,
hereinafter known as ASSOCIATION**

SECTION 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between EMPLOYEES (hereinafter referred to as "EMPLOYEES") represented by the La Mesa Police Officers' Association (hereinafter referred to as "ASSOCIATION") and further represented by the Police Officers Negotiating Committee (hereinafter referred to as POANC) and the City of La Mesa (hereinafter referred to as "CITY") represented by the Municipal Employee Relations Committee of the City of La Mesa (hereinafter referred to as "MERC").

POANC agrees to recommend ratification to its membership, and MERC agrees to recommend to the City Council of the CITY that all terms of this MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party effective on July 1, 2018.

SECTION 1.02 RECOGNITION

For the purpose of meeting and conferring in accordance with the Meyers-Milias-Brown Act, the ASSOCIATION is formally recognized as the duly authorized representative of the SWORN EMPLOYEES in the following job classifications:

Police Officer
Police Sergeant
Police Corporal

The ASSOCIATION is also formally recognized as the duly authorized representative of the NON-SWORN EMPLOYEES in the following job classifications:

Animal Control Officer
Community Services Officer
Communications Supervisor

Police Dispatcher
Police Officer Trainee
Police Property Officer I
Police Property Officer II
Police Services Specialist
Police Services Technician

SECTION 1.03 SCOPE OF MEETING AND CONFERRING

The scope of representation shall include, but not be limited to, wages, hours, and other terms and conditions of employment.

SECTION 1.04 MEET AND CONFER PROCESS

A reasonable number, not to exceed five, of ASSOCIATION representatives will be allowed reasonable time off without loss of compensation or other benefits when formally meeting and/or meeting and conferring with representatives of the CITY on matters within the scope of representation.

SECTION 1.05 ACCESS TO WORK LOCATIONS

Reasonable access to EMPLOYEE work locations shall be granted officers of the ASSOCIATION and its official representatives, for the purpose of processing grievances or contacting members of the ASSOCIATION concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the Municipal Employee Relations Officer or their designees. Access shall be restricted so as not to interfere unduly with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of ASSOCIATION, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours except as authorized by the Department.

SECTION 1.06 USE OF CITY FACILITIES

The ASSOCIATION may, with the approval of the Municipal Employee Relations Officer, be granted the use of CITY facilities during non-work hours for meetings of EMPLOYEES provided space is available and provided such meetings are not used for organizational activities or membership drives of EMPLOYEES. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The use of CITY equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of other equipment in approved CITY facilities notwithstanding.

SECTION 1.07 USE OF BULLETIN BOARDS

The ASSOCIATION may use a designated CITY bulletin board space under the following conditions:

- A. The Police Chief and the ASSOCIATION shall designate the authorized bulletin board space by mutual agreement, and said space shall be the only space, which is authorized for the posting of ASSOCIATION business. The ASSOCIATION shall have sole and exclusive use of the space.
- B. Materials posted on the bulletin board shall be only for legitimate communication with members and shall not be offensive to good taste, defamatory, involve support or opposition to candidates for, or incumbents in, political office, or be in violation of Section 1.45 of this MOU.
- C. All material must be dated and authenticated and identify the ASSOCIATION.
- D. Materials considered objectionable by the department head under the terms of these guidelines shall be removed provided, however, that the department head shall first discuss the matter with the ASSOCIATION and then with the Municipal Employee Relations Officer.
- E. The ASSOCIATION shall be responsible for maintaining the space provided in an orderly condition under the terms delineated in this section and shall promptly remove outdated materials.

SECTION 1.08 DUES DEDUCTION

EMPLOYEES may authorize ASSOCIATION dues deduction or cancellations upon forms provided by the Administrative Services Department - Finance Division of the CITY.

Dues withheld by the CITY shall be transmitted to the officer designated in writing by the ASSOCIATION as the person authorized to receive such funds, at the address specified.

The ASSOCIATION, upon receipt of the dues deducted, shall indemnify, defend, and hold the CITY harmless against any claims made and against any suit instituted against the CITY on account of check-off of ASSOCIATION dues. In addition, the ASSOCIATION shall refund to the CITY any amounts paid to it in error upon presentation of supporting evidence.

The CITY shall remit said withholdings to the ASSOCIATION in a timely manner.

The CITY shall continue to maintain dues deduction authorizations as is set forth above until such time as ASSOCIATION presents the CITY with a certification that it will maintain a list of members that have authorized dues deductions, and the authorizations, as set forth in California Government Code section 1157.12. Upon receipt of the certification from

the ASSOCIATION, the City shall comply with California Government Code section 1157.12.

SECTION 1.09 GRIEVANCE PROCEDURE

A grievance procedure is appended as Annex A.

SECTION 1.10 GENERAL

The CITY will correct errors in record keeping and will make retroactive adjustments for salary and leave time purposes. Unless specifically provided by law or elsewhere in this Memorandum of Understanding, such adjustments will be limited to a maximum period of one year prior to the time of discovery. Any monies owed by the EMPLOYEE, or owed by the CITY, will be retroactive for one year only. For purposes of this section, discovery is that date on which the CITY notifies the EMPLOYEE, or that date on which the EMPLOYEE notifies the CITY of such error.

SECTION 1.10.01 DRUG FREE WORKPLACE

The CITY and the ASSOCIATION both agree that the use, and/or being under the influence of drugs on the job may detrimentally affect the work performance, safety and security of EMPLOYEES, and commit to a "drug-free workplace".

SECTION 1.10.02 TOBACCO PRODUCT USE

The CITY and the ASSOCIATION both agree that the use of cigarettes and other tobacco products can adversely affect the health and work performance of EMPLOYEES, and commit to a "tobacco-free" workplace. This will mean that EMPLOYEES shall not smoke or use tobacco products while on duty. EMPLOYEES are not permitted to smoke while in City buildings or in City vehicles at any time.

Non-Sworn EMPLOYEES may smoke or use tobacco products when on lunch or rest periods but only outside in non-public areas as designated by the Police Chief.

City policy shall be to prohibit smoking and use of tobacco products in City buildings or in City vehicles.

SECTION 1.11 HOURS OF WORK AND OVERTIME

A. The shift schedules established by the Department are defined as follows:

5-8 Schedule: The normal hours of work for those working the 5-8 schedule shall be forty (40) hours per week of five (5) consecutive days of eight (8) hours each or five (5) work days with two (2) consecutive days off in a work period.

4-10 Schedule: The normal hours of work for those working the 4-10 schedule shall

be forty (40) hours per week of four (4) consecutive days of ten (10) hours each or four (4) work days with three (3) consecutive days off in a work period.

5-9 Schedule: The normal hours of work for those working the 5-9 schedule shall be forty (40) hours per week of five (5) consecutive days of nine (9) hours each including a one (1) hour "duty free" lunch period.

3-12 Schedule: The normal hours of work for those working the 3-12 schedule shall be eighty (80) hours per fourteen (14) day work period consisting of six (6) days of twelve (12) hours each plus one (1) day of eight hours.

When EMPLOYEES are working their eight hour shift, they may not alter the start or end time of their shift without prior approval of their supervisor.

Lunch periods shall be defined in section "C" below.

Employees shall indicate their preference for available shifts/days off by seniority, in a schedule format for the Division, or Unit within the Division, approved by the Chief of Police. Schedule formats will be designed to meet the operational needs of the Department, as determined by the Chief of Police in consultation with the ASSOCIATION.

Upon an EMPLOYEE'S promotion, the Chief of Police will determine the EMPLOYEE'S new work assignment. Work assignments for other EMPLOYEES may be changed as a result. In determining which EMPLOYEE'S work assignment will be changed, the Department will select the least senior EMPLOYEE in the affected work assignment who is not on probation.

Once the EMPLOYEE has completed the probationary period, the EMPLOYEE will make shift selections in accordance with the procedures set forth in this section, beginning with the shift selection following completion of probation.

B. The following definitions shall apply to hours of work and overtime:

FLSA Work Period: A work period for all non-sworn employees, whether on the 5-8, 5-9, 4-10 or any other schedule other than the 3-12 schedule, shall consist of seven (7) consecutive days, beginning and ending at 6:00 a.m. on Sunday. For non-sworn employees on the 3-12 schedule, a work period shall consist of seven (7) consecutive days, beginning and ending at four (4) hours into the employee's shift on the day the employee is regularly scheduled to work the eight (8) hour shift. Pursuant to 29 USC Section 207(k), a work period for sworn employees, whether on the 5-8, 5-9, 4-10, 3-12 or any other schedule shall consist of fourteen (14) consecutive days, beginning and ending at 6:00 a.m. on Sunday.

Work Hours: "Hours worked" for the purpose of calculating overtime shall include any scheduled or unscheduled shifts (either full or in part), court time, formal

classroom training time (excluding class preparation time), Labor Code Section 4850 time, holiday leave, vacation, sick leave, compensatory time off, weapons qualification, and report writing.

In the event that an EMPLOYEE is required by the CITY to attend training or perform other official functions at the direction of the CITY, travel time to and from the required training/duty site to the La Mesa Police Station or home, whichever is closer shall be considered as hours worked and paid accordingly. In the event that the EMPLOYEE is required to report to the La Mesa Police Station prior to the required training/duty, then travel time from the La Mesa Police Station shall be considered as hours worked.

In the event that the CITY deems it necessary to telephone an off-duty EMPLOYEE at home for information, the actual time spent on the telephone will be considered as hours worked and paid accordingly. This provision does not apply when the City is only making notification of shift and/or schedule change.

Overtime: For full-time EMPLOYEES, overtime shall be any "hours worked" beyond the EMPLOYEE'S regular daily shift (as defined in Section A), or over forty (40) hours per work week (eighty (80) hours per work period for sworn). Overtime pay shall be one and one-half (1½) times the EMPLOYEE'S regular rate of pay unless another rate is specifically provided in this MOU.

For EMPLOYEES regularly working less than a forty-hour workweek, overtime shall be any "hours worked" beyond the applicable regular daily shift for a full-time EMPLOYEE or over forty (40) hours per work week. (For example, an EMPLOYEE regularly working four (4) hours per day on a 5-8 shift would be paid overtime after working eight (8) hours per day or over forty (40) hours per week.)

C. Each daily shift schedule shall include:

5-8, 4-10, and 3-12 schedules: Each shift shall include one meal break and two (2) fifteen (15) minute rest periods. The meal period will consist of thirty (30) minutes for a 5-8 or 4-10 shift, while the meal period will be forty five (45) minutes for a 3-12 shift. A fifteen (15) minute "line-up" may be scheduled before the shift begins to be paid on an overtime basis or such "line-up" may be included within the regular workday, at the option of the CITY.

5-9 schedule: Each shift shall include eight (8) hours of work time, including two (2) fifteen (15) minute rest periods, exclusive of a one (1) hour duty-free non-paid lunch period.

D. The CITY will make every reasonable effort to schedule uniformed EMPLOYEES for their meal period, and uniformed EMPLOYEES shall remain available either by radio or by phone.

- E. Overtime limitation: Except in emergency conditions or unforeseen or extraordinary circumstances, an EMPLOYEE will not be required to work more than twelve (12) hours in any 24-hour period. Except in emergency conditions or unforeseen or extraordinary circumstances, an EMPLOYEE may not volunteer to work more than sixteen (16) hours in a 24-hour period.
- F. If an EMPLOYEE is unable to work all or part of a regularly scheduled shift after being required to work more than 12 hours in any 24-hour period, the employee will be permitted an off-work period of at least ten (10) hours before being required to return to duty for all or part of a regularly scheduled shift. An EMPLOYEE will be paid for any regularly scheduled work during such an off-work period, with the exception of overtime work that was assigned or for which the EMPLOYEE volunteered.
- G. If an EMPLOYEE works more than 12 hours in any 24-hour period and qualifies for an off-work period as provided in paragraph "F" above and the CITY does not permit the EMPLOYEE the rest period, any work beyond the 12 hours will be at an overtime rate. Payment for the preceding 12 hours shall be as otherwise provided in this MOU.
- H. Except during changes of shift, it shall be the CITY'S policy to avoid scheduling EMPLOYEES to work more than seven days in a row for a 5-8 schedule, more than six days in a row for a 4-10 schedule, and more than five days in a row for a 3-12 schedule. If an EMPLOYEE is scheduled to work more than seven, six or five days in a row, depending on their shift, the CITY will compensate the EMPLOYEE at an overtime rate for all time worked on the eighth, seventh or sixth day and succeeding days until his or her next scheduled day off. This payment of overtime will not be provided if the EMPLOYEE elects to work additional shifts or if the EMPLOYEE works more than seven, six or five days in a row, depending on their shift, at the time of shift change.
- I. Split Shifts: Any shift may be split with the prior mutual agreement of the EMPLOYEE and supervisor.
- J. Flex Time: A flex time schedule may be worked on any shift with the prior mutual agreement of an EMPLOYEE and supervisor.
- K. Police Dispatchers and Police Services Technicians working a 5-8, 3-12, 4-10 or any other schedule with a paid duty meal break must remain on the police department's property during lunch periods so that they may respond to emergencies as needed. With notification of their on-duty supervisor or watch commander, they may leave the station property for a maximum of 15 minutes of the meal break to travel to and from a meal pick-up. At all times the Police Dispatchers and Police Services Technicians will remain in communication with the Watch Commander or Communications staff via a handheld police radio.

Full-time Police Dispatchers have the right of first refusal for overtime shifts before offering them to part-time employees.

SECTION 1.11.02 REDUCED WORKWEEK

The following section applies to NON-SWORN EMPLOYEES only

The CITY may permit full-time EMPLOYEES to work a regularly scheduled reduced workweek with the approval of the Police Chief. Salary and benefits for EMPLOYEES working a reduced workweek will be proportional to the regularly scheduled reduced bi-weekly hours as shown below.

70-79 bi-weekly hours	=	Full benefits
60-69 bi-weekly hours	=	75% benefits
40-59 bi-weekly hours	=	50% benefits
Less than 40 bi-weekly hrs	=	No benefits

SECTION 1.12.01 HOLIDAY LEAVE

- A. Each EMPLOYEE shall be credited on January 1 with an advance posting of 124 hours of available holiday time.
- B. New EMPLOYEES who commence employment after January 1 shall be credited with an advance posting of the number of actual CITY holidays yet remaining in the calendar year.
- C. The CITY encourages the use of holiday leave on an annual basis. Unless a specific exception is provided by the City Manager, an EMPLOYEE may carry not more than 220 hours of holiday leave. Holiday time off will be guaranteed if the request is made seven (7) calendar days in advance of the affected shift and minimum staffing levels are met at the time of the request.
- D. Scheduled holiday time may be cancelled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice prior to the start of the scheduled holiday time. Scheduled holiday time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.
- E. If an EMPLOYEE is separated prior to December 31, and if the pre-credited holidays, which occur after separation, have been used, the salary cost of the pre-credited holiday time so used shall be deducted from the EMPLOYEE'S final paycheck.
- F. EMPLOYEES shall, upon separation, be paid for holidays occurring before separation that were credited but not used.

In addition, any other day proclaimed by the La Mesa City Council as a public holiday, shall be added to the EMPLOYEE'S accumulated holiday time.

SECTION 1.12.02 HOLIDAY PAY

EMPLOYEES that are scheduled to work on the holidays of Thanksgiving, Christmas, or Easter shall be paid at a rate two times their regular rate of pay for actual time worked on these days. This pay provision will commence at 12:01 a.m. and end at 12:00 midnight on the identified holiday.

EMPLOYEES that work overtime or are called back on the above holidays shall be paid at a rate of two and one half (2½) times their regular rate of pay for call-back pay or overtime worked on these days.

SECTION 1.13 VACATIONS

Accrual: EMPLOYEES shall accrue paid vacation leave as follows:

<u>Months of Service</u>	<u>Vacation Hours Authorized Per Year</u>	<u>Accrual Rate Per Pay Period</u>
0 - 60	80	3.077
61 - 120	120	4.615
Over 120	160	6.154

Eligibility: A probationary EMPLOYEE may use accrued vacation time only after six (6) months of employment.

Accumulation: The CITY encourages the use of vacation leave on an annual basis. Unless a specific exemption is provided by the City Manager, an EMPLOYEE may carry not more than two (2) times the yearly allowance of vacation leave.

Payment upon separation: All EMPLOYEES with over six months service shall, upon separation, be paid at their current rate of pay for up to their maximum accumulated vacation time.

Scheduling: The times during a calendar year when an EMPLOYEE may take leave in weekly increments shall be determined as follows:

- A. A vacation schedule specifying available time slots based upon staffing needs of the Department during the ensuing year will be posted for each division no later than October of each year. EMPLOYEES assigned to the Patrol Division will select their vacation from within their division. EMPLOYEES from the Special Enforcement Detail, Investigations Unit, and Traffic Unit will select their vacation from within their units.

- B. In order to ensure a more equitable distribution of available vacation times among the ranks in the Department, EMPLOYEES initially may select up to a four (4) week block on a seniority basis within each rank.
- C. The process shall then be repeated three times.
- D. The Police Chief may authorize an EMPLOYEE with a specific pre-planned and pre-approved longer vacation plan to select an initial block of vacation time greater than the four (4) week initial limitation.
- E. After all EMPLOYEES have exercised their options as above; an EMPLOYEE may then request additional time-off still available on the master vacation schedule on a first-come, first-serve basis.
- F. Once vacations have been selected based on the vacation schedule available allotments, said vacations are deemed to be approved by the Department.
- G. Additional unscheduled vacation time-off must be requested and approved at least 24 hours before said unscheduled vacation is to begin.
- H. Scheduled vacation time may be cancelled by the EMPLOYEE provided that the EMPLOYEE has provided a minimum of seven (7) calendar days notice prior to the start of the scheduled vacation time. Scheduled vacation time may be cancelled by the EMPLOYEE with less than seven (7) calendar days notice only upon approval of the Division Commander.
- I. When assigned to a special assignment (Investigations, Traffic, etc.), vacation selection shall be based on the employee's current level of seniority in the specific unit and not on the overall seniority in the Department. Prior time in the unit shall not be counted for purposes of this section.
- J. An EMPLOYEE'S previously approved vacation time off may be cancelled or rescheduled upon promotion. The employee may select vacation time off in the remainder of the year from the time slots that are available in the vacation schedule applicable to the new rank.

SECTION 1.13.01 EXCHANGE OF DAYS OFF OR SHIFTS

An EMPLOYEE shall be allowed to exchange days off or shifts with another EMPLOYEE, at the initiation of the EMPLOYEES involved and with the approval of the immediate supervisors, watch commanders, and division commander under the following conditions:

Days Off: Requests for exchange of days off shall be submitted in writing, signed by both parties, and shall normally be submitted 72 hours before the first day of exchange. Exchange of days off not submitted 72 hours in advance may be approved

by the supervisor(s) and watch commander(s). All supervisors and watch commanders involved shall receive a copy of the request and shall indicate approval or disapproval.

Shifts: Requests for exchange of shifts shall normally be submitted in writing, signed by both parties, no less than five (5) days before the first day of the proposed new shift. Requests for exchange of shifts must be approved by the EMPLOYEE's shift Sergeant, Lieutenant and Division Commander. Once approved, the Lieutenants impacted by the exchange shall make the appropriate schedule adjustments. In cases of verifiable need, an EMPLOYEE may be authorized to exchange shifts after the shift schedule has been made up.

Responsibilities: The individual EMPLOYEES shall be responsible for ensuring that the exchange results in the prospective positions being filled and filled without recourse to sick leave or other reasons. The Department and the CITY accept no responsibility for the time worked and not repaid, or any default of the exchange agreement between the two EMPLOYEES. All exchanges must be completed within one (1) year.

If the exchange of days off is not fulfilled due to the EMPLOYEE who agreed to work failing to appear for work, the EMPLOYEE who agreed to work in his/her place is subject to discipline and if overtime is paid as a result of the EMPLOYEE's failure to appear, the amount of overtime paid may be deducted from the EMPLOYEE who agreed to work.

SECTION 1.14 COMPENSATORY TIME OFF

Overtime compensation shall be payable to EMPLOYEES in cash or in compensatory time off, at the election of the EMPLOYEE.

Determination of pay or compensatory time off for overtime shall be made at the conclusion of the overtime worked.

Compensatory time off shall not be accumulated in excess of 120 hours for all employees covered under this agreement.

The CITY and ASSOCIATION agree that consideration of requests for the use of compensatory time off must take into account public safety and the safety of EMPLOYEES, and should not unduly disrupt the operations of the Department. The CITY and ASSOCIATION further agree that in providing EMPLOYEES with the ability to select compensatory time off in lieu of paid overtime, that the CITY will make a reasonable effort to grant requests for the use of compensatory time off, as described in this section.

The Department agrees to have the work schedules posted at least twenty-one (21) days in advance. Requests for compensatory time off may be submitted up to six weeks in advance of the requested leave date, to the supervisor for the affected shift. Compensatory time off shall be granted when requested at least 14 days in advance if, at

the time of the request, granting the leave will not reduce patrol staffing below minimum requirements or if a qualified EMPLOYEE is found, as specified below. In cases where granting the leave would reduce patrol staffing below minimum requirements, the Department will post a request for a qualified EMPLOYEE, as determined by the Chief of Police or the Chief's designee, to work on an overtime basis so that the leave request may be granted. The EMPLOYEE requesting leave may assist by arranging for a qualified EMPLOYEE to work in his/her place but is not required to do so. If a qualified EMPLOYEE does not fill the request to work in place of the EMPLOYEE requesting the leave, the leave request will not be granted. Requests for compensatory time off that are not made with 14 days advance notice shall be subject to approval by the supervisor.

If the granting of compensatory time off for EMPLOYEES of the Investigations Unit and/or the Special Enforcement Detail would cause staffing to fall below the staffing standards established for the unit and/or detail, the Department may choose to deny the request, offer overtime to qualified employees to fill the vacancy, or operate below staffing standards. Department staffing standards are found in Department Instructions 314 and 621.

SECTION 1.14.01 PHYSICAL FITNESS PROGRAM

A. Program Summary

The Physical Fitness Program has been designed to promote greater overall health, reduced illness and reduced injuries for program participants. Physical Fitness Program participation shall be voluntary at the choice of all SWORN and NON-SWORN EMPLOYEES. It consists of Police Department proctors testing the fitness level of the EMPLOYEE on a quarterly basis. Paid time off will be awarded to the EMPLOYEE at their regular rate of pay based on the testing procedures outlined in Section 1.14.01 (C) and Annex B. Proctors shall be recommended by the ASSOCIATION and approved by the Police Chief.

Any exercise participated in to improve an EMPLOYEE's conditioning is strictly voluntary. The CITY does not endorse or recommend that an EMPLOYEE engage in any particular exercise to achieve physical fitness. EMPLOYEES are encouraged to consult with their own physician before beginning any fitness program. Nothing in this section is intended to limit or restrict any rights the EMPLOYEE or CITY may have under California Workers' Compensation law.

Nothing in this section is intended to amend or replace Department fitness standards relative to the Special Response Team (SRT) program.

B. Physical Fitness Time Off

Paid time off earned under this program shall be credited to an EMPLOYEE's compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU. Overtime will not be paid in lieu of compensatory time if EMPLOYEE has

reached the maximum accrual of compensatory time. Any hours above the maximum accrual will not be credited.

C. Fitness Testing Procedures

Any EMPLOYEE that volunteers to participate in the assessment program shall sign a release acknowledging that they participate in the measurement activities voluntarily, and that they shall not be compensated for time spent in the assessment. This waiver shall not affect any rights that the EMPLOYEE may have under California Workers' Compensation law. Physical fitness testing shall be conducted on a quarterly basis. The assessment will consist of six (6) measurements. Participants can earn from one (1) to five (5) points based on their performance in each of the following measured activities:

- Resting Heart Rate
- Resting Blood Pressure
- Flexibility
- Sit-ups
- Push-ups
- 1.5 mile walk/run

Participants can earn a maximum of 30 points. Physical Fitness Time (PFT) hours shall be earned according to the following formula:

26 points or more	10 hours
19 to 25 points	6 hours
12 to 18 points	4 hours
8 to 11 points	2 hours
Less than 8 points	1 hour (program proctors must certify that the participant made a valid effort)

Points in each of the measured activities shall be awarded according to the standards outlined in Annex B.

D. Review of Fitness Testing Procedures

The Police Chief shall review Physical Fitness Testing procedures and standards every two years to ensure that they are consistent with current health and fitness standards and best practices. The ASSOCIATION shall provide input to the Police Chief regarding testing procedures and standards. ASSOCIATION input shall include participation by program proctors. The Police Chief, in conjunction with the ASSOCIATION, shall have discretion to make changes to Physical Fitness Testing procedures and standards following his review. Changes shall be limited to the procedures and standards outlined in Annex B. All other program changes shall be subject to negotiation between the CITY and ASSOCIATION.

SECTION 1.14.02 MOTOR MAINTENANCE PROGRAM

Motorcycle Officers shall receive 2.5 hours per week at straight time for Motor Maintenance

Time Off in exchange for keeping their motorcycles in safe operating condition and cleanliness maintained. Paid time off earned under this program shall be credited to an EMPLOYEE's compensatory time off (CTO) bank. Requests for time off based on hours earned under this program shall be administered according to CTO provisions contained in Section 1.14 of this MOU.

SECTION 1.14.03 CANINE OFFICER PROGRAM

The CITY and the ASSOCIATION have agreed to initiate a Canine program and agree to the following consideration for employees serving as canine officers:

The CITY agrees that EMPLOYEES serving as canine officers require a half hour per day for the care and feeding of the police canine. Such EMPLOYEES will receive a half hour of overtime compensation for each scheduled day off while serving as a canine officer. The overtime compensation may be in the form of pay or compensatory time off, at the election of the EMPLOYEE (the election of compensatory time off must be within the limits described in Section 1.14). On scheduled work days where the EMPLOYEE utilizes leave time (vacation, holiday, or compensatory time off) the amount of leave time required will be reduced by a half hour per day to account for time required for the care and feeding of the police canine. The half hour of overtime compensation shall not be provided on days when the police canine is not in the care of the assigned EMPLOYEE, such as when kenneled, being held at a veterinary office or hospital, or otherwise not in the care of the assigned EMPLOYEE.

The regularly scheduled work shift of an EMPLOYEE serving as a canine officer will be adjusted by a half hour each day to provide time for the care and feeding of the police canine within the regular hours of work on the EMPLOYEE'S work days.

SECTION 1.15 HEALTH INSURANCE

The CITY agrees to contribute on behalf of each EMPLOYEE and each eligible annuitant, the minimum contributions as required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the payment of premiums for health insurance under the PERS Health Insurance program. The EMPLOYEE agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses, and the CITY's contribution of the minimum required by the PEMHCA. The City's minimum contribution toward health insurance under this section shall be included in the amount contributed to an employee under the City's cafeteria plan as defined in Section 1.18.01.

All EMPLOYEES must enroll in an available City health program unless they opt out. An EMPLOYEE may receive cash in lieu for opting out of the City's health insurance program if he/she provides proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"), by signing an attestation to that

effect. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

SECTION 1.16 LIFE INSURANCE

The CITY will provide its EMPLOYEES at no cost to them, one (1) times their annual pay in term life insurance and will make available a voluntary supplemental life insurance program for up to an additional one (1) times the basic amount which must be paid for by the EMPLOYEE.

SECTION 1.17 STATE DISABILITY INSURANCE

NON-SWORN EMPLOYEES covered by this agreement shall participate in the State of California's State Disability Insurance (SDI). All premiums required by the State for SDI shall be automatically deducted from the pay of covered EMPLOYEES and forwarded to the State pursuant to governing rules and regulations.

SECTION 1.17.01 EAP PROGRAM

The CITY will provide an Employee Assistance Program (confidential assessment and referral system) which includes up to six (6) counseling sessions at no cost to the EMPLOYEE. This program is on a voluntary basis. If the EMPLOYEE seeks to use any of the referral agencies in this program, the cost shall be paid for by the EMPLOYEE. The CITY agrees to distribute details of this program to all EMPLOYEES.

SECTION 1.18 FLEXIBLE SPENDING ACCOUNT

A flexible benefit spending account, in accordance with Section 125(g) of the Internal Revenue Service Code, will be offered to all EMPLOYEES so that EMPLOYEES may elect to budget for certain health and welfare benefits on a pre-tax basis. If the CITY does not meet IRS regulations for any reason, this benefit will be discontinued.

SECTION 1.18.01 CAFETERIA PLAN

The CITY agrees to provide a cafeteria style benefit plan for all EMPLOYEES. The CITY's current monthly cafeteria contributions are:

Employee Only	Employee + 1	Family
\$604.72	\$1,069.32	\$1,394.58

Effective with pay period ending December 27, 2018, to be paid beginning on January 4, 2019, the following additional monthly contributions shall be added to the current monthly cafeteria benefit plan amounts:

➤ Employee Only:	Additional \$20/mo. (\$624.72)
➤ Employee + 1:	Additional \$30/mo. (\$1,099.32)
➤ Family:	Additional \$40/mo. (\$1,434.58)

Effective with the pay period ending December 26, 2019, to be paid beginning on January 3, 2020, the following additional monthly contributions shall be added to the monthly cafeteria benefit plan amounts:

➤ Employee Only:	Additional \$20/mo. (\$644.72)
➤ Employee + 1:	Additional \$30/mo. (\$1,129.32)
➤ Family:	Additional \$40/mo. (\$1,474.58)

The allocation shall be used to pay for the benefits in the cafeteria plan selected by the EMPLOYEE, to include health insurance, dental insurance, flexible spending accounts, and other options as the CITY may make available. In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE'S salary as a payroll deduction.

In the event that the total cost of benefits or flexible spending accounts is less than the cafeteria allotment, the EMPLOYEE will receive the balance in the form of cash (less all applicable taxes). An EMPLOYEE who has met the requirements stated in Section 1.15 and elects not to be covered under City-provided medical insurance shall receive an allotment of \$115 per month for other cafeteria benefits.

AFFORDABLE CARE ACT (ACA) REOPENER ON HEALTH INSURANCE

The City may reopen negotiations on the issue of health insurance or the cafeteria plan in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by the Internal Revenue Service (including, but not limited to, a revenue ruling, regulation or other written guidance) or a ruling by a court of competent jurisdiction.

SECTION 1.19 RETIREMENT

For SWORN EMPLOYEES the following retirement benefits apply.

- A. Sworn Employees Who Are Classic Members (i.e., Employees Who Do Not Qualify As New Members Under The California Public Employees' Pension Reform Act Of 2013 ("PEPRA").

The CITY shall provide the 3 percent at age 50 retirement for all EMPLOYEES hired on or before December 31, 2010, as provided for under the Public Employees' Retirement System (PERS) including the post-retirement survivor allowance, the third level of the 1959 Survivor Benefit, and sick leave conversion benefit (as defined in the current CITY contract and amendments with PERS). The EMPLOYEE will pay the EMPLOYEES' PERS contribution rate of nine (9.0) percent of salary, and said contribution shall be vested to the EMPLOYEES' account.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on January 1, 2011. For all SWORN EMPLOYEES hired on or after January 1, 2011, the CITY shall provide the 3% @ 55 retirement formula, as set forth in Government Code section 21363.1. The EMPLOYEE will pay the EMPLOYEES' nine (9.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account.

Cost Sharing for Classic Sworn Members:

Classic sworn members shall contribute 1.5% of compensation earnable toward the CITY's required employer contribution to CalPERS via payroll deductions pursuant to Government Code section 20516(f). Cost sharing shall be effective the first full pay period on or after July 1, 2019.

In the event that this MOU expires without a successor MOU already in place, the CITY and ASSOCIATION agree that they intend that the cost sharing contributions described above shall continue after expiration of the MOU.

B. Sworn Employees Who Qualify As New Members Under PEPRA.

Employees who are "New Members" under PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

The retirement formula shall be 2.7% @ 57; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS and the City may not pay any part of the member contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

New members shall not be required to make cost sharing contributions under Government Code section 20516(f).

For NON-SWORN EMPLOYEES the following retirement benefits apply.

A. Non-Sworn Employees Who Are Classic Members.

The CITY shall provide the 3% @ age 60 retirement formula for all EMPLOYEES hired on or before December 31, 2010 with highest single year benefit as provided for under the Public Employee's Retirement System (PERS). The EMPLOYEE will pay the EMPLOYEES' PERS contribution rate of eight (8.0) percent of salary, and said contribution shall be vested to the EMPLOYEES' account.

The CITY shall amend its contract with PERS to create a two-tier retirement system under Government Code section 20475 effective on January 1, 2011. For all NON-SWORN EMPLOYEES hired on or after January 1, 2011, the CITY shall provide the 2.5% @ 55 retirement formula with highest single year benefit, as set forth in Government Code section 21354.4. The EMPLOYEE will pay the EMPLOYEES' eight (8.0) percent retirement contribution to PERS and said contribution shall be vested in the EMPLOYEES' account.

Cost Sharing for Classic Non-Sworn Members:

Classic non-sworn members shall contribute .5% of compensation earnable toward the CITY's required employer contribution to CalPERS via payroll deductions pursuant to Government Code section 20516(f). Cost sharing shall be effective the first full pay period on or after July 1, 2019.

In the event that this MOU expires without a successor MOU already in place, the CITY and ASSOCIATION agree that they intend that the cost sharing contributions described above shall continue after expiration of the MOU.

B. Non-Sworn Employees Who Are New Members Under PEPRA.

Employees who are "New Members" as defined by PEPRA (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will qualify as New Members and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

The retirement formula shall be 2% @ 62; three year average final compensation. New Members shall pay at least 50% of normal cost as determined by CalPERS, and the City may not pay any part of the New Member's contribution. All other CalPERS contract amendments/benefits listed in the tiers above shall apply to New Members unless prohibited by PEPRA.

New members shall not be required to make cost sharing contributions under Government Code section 20516(f).

SECTION 1.20 USE OF PAID LEAVE

Paid leave shall be used prior to an employee being eligible for unpaid leave. This provision does not apply if an employee is receiving temporary disability benefits through Workers' Compensation, State Disability Insurance, the Paid Family Leave program, or while the EMPLOYEE is on military leave. Any exceptions to this provision must be approved by the City Manager prior to the unpaid leave.

EMPLOYEES who resign shall not use paid leave to extend their resignation dates. The last day worked shall be considered the date of resignation and compensable accrued paid

leave shall be paid off in lump sum. EMPLOYEES who retire may use paid leave to extend their retirement dates with prior approval of the City Manager.

Leave (except catastrophic and compensatory leave) must be earned prior to the pay period in which it is used.

SECTION 1.21 SICK LEAVE ACCUMULATION AND USE

Sick leave with pay shall accumulate without limit for each probationary and regular EMPLOYEE at the rate of 3.692 hours per pay period.

Sick leave with pay is collectible only when an EMPLOYEE reports promptly to his department head the reason for the absence, keeps the department head informed of his condition if the absence is more than three (3) days, the EMPLOYEE permits the CITY to make such examinations it deems desirable, and the EMPLOYEE furnishes written reports from a licensed and practicing physician when requested by the CITY.

A sworn EMPLOYEE may use sick leave with pay for absences necessitated by illnesses or injuries unrelated to Workers' Compensation, temporary disability related to pregnancy, required medical or dental care, exposure to contagious diseases, or the death, illness, or injury of a member of his/her immediate family. NON-SWORN EMPLOYEES may use sick leave to supplement Workers' Compensation benefits.

1. Personal Sick Leave:

Subject to the restrictions set forth above, when an EMPLOYEE is absent from work due to personal illness, injury, a health related reason (such as the diagnosis, care or treatment of a health condition), or preventive care, said leave time shall be taken and paid from the EMPLOYEE'S accrued and unused sick leave balance.

2. Family Sick Leave:

When an EMPLOYEE is absent from work, or needs a leave of absence, due to the illness or injury or health related reason (such as the diagnosis, care or treatment of a health condition), or preventive care of a qualified family member, said leave time shall be taken and paid from the EMPLOYEE'S accrued and unused sick leave balance.

For the purpose of Family Sick Leave, a qualified family member means the EMPLOYEE'S: child (includes any age or dependency status, or for whom the EMPLOYEE is a legal ward of or stands in loco parentis), parent (includes person who stood in loco parentis of the EMPLOYEE as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from the EMPLOYEE'S accrued and unused sick

leave balance to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

(a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).

(b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event sick leave absences due to personal illness or injury, which exceeds three (3) consecutive work days, the Department Head or Human Resources may require a physician's statement indicating the EMPLOYEE's fitness to return to work. However, the CITY may require a physician's certification at any time regarding the sickness or injury of the EMPLOYEE and the date of the EMPLOYEE'S intended return to work if the CITY suspects fraud or abuse of sick leave. A physician's certification will be required for all absences in excess of five (5) working days pursuant to La Mesa Municipal Code section 3.28.030.

The physician's certification will be required upon return to duty. Failure to produce it on the day the EMPLOYEE returns to work may result in the EMPLOYEE being placed on unpaid leave for the absence and no leave shall be charged, nor future adjustments made.

Sick Leave for Bereavement Purposes: When an EMPLOYEE requests to be absent from work because of death of a qualified family member, he/she will be granted up to three (3) days sick leave plus travel time. Travel time will be actual time used, not to exceed two (2) working days.

Sick Leave during Vacation or Holiday: Any EMPLOYEE on vacation or holiday leave who becomes ill or injured will be permitted to use sick leave during such period provided the EMPLOYEE furnishes a written report from a licensed and practicing physician.

SECTION 1.21.01 CATASTROPHIC LEAVE PROGRAM

Vacation, floating holiday, or compensatory time credits may be transferred from one or more EMPLOYEES to another EMPLOYEE on a cost-for-cost basis, upon the request of both the receiving EMPLOYEE and the transferring EMPLOYEE and upon approval of the EMPLOYEE's department head, under the following conditions:

- a. The receiving EMPLOYEE is required to be absent from work due to injury or to the prolonged illness of the EMPLOYEE, or the EMPLOYEE's parent, spouse, child, or Domestic Partner as defined in the State of California; has exhausted all earned leave credits, including but not limited to sick leave, vacation leave, compensatory time and holiday credits; and is therefore

facing financial hardship.

- b. The transfers must be for a minimum of eight hours and in whole hour increments thereafter.
- c. The total credits received by an EMPLOYEE shall normally not exceed 520 hours; however, if approved by the City Manager the total credits may be increased.
- d. The request for transfers must be made in writing with the signature of the transferring EMPLOYEE, receiving EMPLOYEE, and department head(s). The Human Resources Division will verify eligibility, determine the cost for transferable hours, and prepare the appropriate transaction.
- e. The transfers are irrevocable, and will be indistinguishable from other vacation, holiday or compensatory credits belonging to the receiving EMPLOYEE. Transfers will be subject to all taxes required by law.
- f. This program is not subject to the Grievance Procedure of this Agreement.

SECTION 1.22 UNUSED SICK LEAVE REIMBURSEMENT

All sworn EMPLOYEES are eligible to convert unused sick leave to additional service credit as provided through the PERS sick leave conversion program as provided in section 1.19 of this Memorandum of Understanding.

- 1. EMPLOYEES with 10 or more years of service with the CITY may elect to convert their sick leave to cash as provided below or to additional years of service through PERS. Any sick leave converted to cash will reduce the available time for conversion to years of service through PERS.
- 2. EMPLOYEES shall be paid an amount equal to 40 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, or death. The provisions of this Section do not alter the accumulation of sick leave as defined in this MOU.
- 3. For the purpose of defining "Normal" retirement, an EMPLOYEE will be eligible for this benefit as a retiree if he/she has attained the age of 50 with ten (10) years of service. For "disability" retirees, all that is required is ten (10) years of continuous service with the CITY.

For NON-SWORN EMPLOYEES the following reimbursement program applies:

EMPLOYEES with ten (10) or more years of service shall be paid an amount equal to 40 percent of a maximum of 1200 hours of the current cash value of the unused sick leave credited to his or her account upon normal or disability retirement, death, or termination for

any reason.

SECTION 1.23 UNUSED SICK LEAVE CONVERSION

EMPLOYEES may convert a portion of accumulated sick leave to an equal amount of vacation or pay, based on the following formulas:

Standard 40-hour / 5-day work schedule:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
8 or less	40
8.1 to 24	32
24.1 to 40	24
Over 40	Not eligible for conversion

9/80 work schedule:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
9 or less	40
9.1 to 27	32
27.1 to 45	24
Over 45	Not eligible for conversion

4/10 work schedule:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
10 or less	40
10.1 to 30	32
30.1 to 50	24
Over 50	Not eligible for conversion

3/12 work schedule:

<u>Hours Used</u>	<u>Maximum Convertible Hours</u>
12 or less	40
12.1 to 36	32
36.1 to 60	24
Over 60	Not eligible for conversion

For purposes of this conversion program, usage shall be calculated for the twelve (12) month period beginning and ending with the first pay period in November.

In no event can an EMPLOYEE reduce his/her accumulated sick leave balance below 192 hours. No prorating shall be made for EMPLOYEES terminating on or before the first pay period in November. Sick leave conversion benefits will be paid no later than the 15th day of December of each year, and retroactive payments are not available. Any payroll corrections made regarding past sick leave usage will only apply to this benefit if corrections are made by December 31st of the calendar year in which payment is made.

SECTION 1.23.01 LIMITED DUTY/RETURN TO FULL DUTY

The CITY may provide limited duty for EMPLOYEES who have physical limitations due to pregnancy, off-duty injuries, or illnesses, subject to the following conditions:

- A. The availability of limited duty and the ability of the EMPLOYEE to perform the limited duty shall be determined by the Police Chief, taking into consideration the EMPLOYEE'S job description and the recommendations of the EMPLOYEE'S physician.
- B. An EMPLOYEE who is on limited duty shall immediately notify the Department when the EMPLOYEE is available for full duty and shall give the Department a physician's statement indicating that the EMPLOYEE may return to full duty.
- C. Regardless of whether the employee has participated in limited duty, the CITY may require the EMPLOYEE to go to a doctor selected by the CITY to confirm the return to duty status prior to returning to full duty.

Nothing in this Section is intended to limit or restrict any rights the CITY may have under California Workers' Compensation law.

SECTION 1.24 OUT-OF-CLASS PAY

Where an EMPLOYEE is temporarily assigned to a higher job classification for the convenience of the CITY for a period of not less than one full shift (8,10,12, hours depending on the shift of the individual being replaced) he/she shall be paid at least 5 percent above his/her regular base rate for that time and for the time he/she continues in the assignment to the higher classification.

Out-of-Class Pay shall be payable to Police Sergeants who serve as Acting Watch Commander for a minimum of (4) hours.

SECTION 1.24.01 DISPATCHER/POLICE SERVICES TECHNICIAN TRAINING PAY

Any Police Dispatcher or Police Services Technician who is assigned as a "Training Officer" will receive an additional five (5) percent in salary during the time he/she continues in the training assignment for increments of one (1) hour or more. Such assignments must be designated and approved by the supervisor.

SECTION 1.25 TUITION REIMBURSEMENT

The CITY shall reimburse, up to a maximum of \$1000 per fiscal year, any full-time EMPLOYEE for tuition and textbook costs for an approved college course related to the EMPLOYEE'S job responsibilities. Prior approval of the department head, the Human Resources Manager, and the City Manager are required. In order to qualify for reimbursement, the EMPLOYEE must receive a "C" grade or better.

In addition, the \$1,000 may be used for non-college classes that are job related and enhance job skill. Classes must be approved by the Police Chief and Human Resources Manager prior to attendance. Proof of attendance will be required for reimbursement.

SECTION 1.26 UNIFORM ALLOWANCE

The CITY will provide EMPLOYEES in certain classifications an annual uniform allowance as listed below, payable the first pay period in October of each year, for the purchase and maintenance of uniforms in accordance with departmental uniform policies.

The uniform allowance for new EMPLOYEES shall be one full year's allowance plus the amount prorated for the period from date of hire to September 30, and shall be paid to the EMPLOYEE in their first paycheck. This is intended to provide new EMPLOYEES with sufficient funds for the purchase of their initial set of uniforms but not to increase the overall amount of uniform allowance they would receive during this time frame. Accordingly, such EMPLOYEES will not receive a uniform allowance in the first pay period of October of their first year of employment.

Job Classifications and the annual amounts for which the CITY provides a uniform allowance are as follows:

<u>Classification</u>	<u>Amount</u>
Police Officer	\$800
Police Officer Trainee	800
Police Corporal	800
Police Sergeant	800
Animal Control Officer	650
Community Services Officer	650
Communications Supervisor	600
Police Property Officer I	600
Police Property Officer II	600

Police Dispatcher	600
Police Services Technician	600

The CITY shall reimburse any EMPLOYEE for the actual cost of replacement or repair as appropriate up to a maximum of \$300 per incident, of any uniform or personal items that are damaged as a result of his/her duty responsibilities. The CITY shall pick up the cost of any newly implemented change in uniform standards during the life of this Memorandum of Understanding.

SECTION 1.26.01 PROTECTIVE VEST ALLOWANCE

The CITY will reimburse a maximum of \$1,000 to each SWORN EMPLOYEE and Community Services Officer covered by this MOU for the purchase of a protective vest. SWORN EMPLOYEES and Community Services Officers seeking reimbursement must have the make and model of protective vest approved in advance by their Division Commander and must then submit satisfactory evidence of purchase to the Services Division Commander, including date of manufacture and the warranty period for the ballistic material.

SWORN EMPLOYEES and Community Services Officers will be eligible for reimbursement if they do not have a protective vest under current warranty for the ballistic material or in the 90 days prior to the expiration of their current protective vest ballistic material warranty. Reimbursement will be provided in other circumstances, as approved by the Police Chief.

The definition and terms qualifying a protective vest as serviceable and policy governing its use will be as outlined in departmental written guidelines on protective vests.

The SWORN EMPLOYEE or Community Services Officer has the option of being reimbursed for the protective vest or purchasing the protective vest from an approved location and having the CITY invoiced up to the allotted amount for the vest.

SECTION 1.27 COURT LEAVE (JURY DUTY)

This section applies to Non-Sworn EMPLOYEES Only.

Court leave is paid leave granted by the CITY to enable that EMPLOYEE to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the EMPLOYEE is not a party, before a Federal, Superior, or Municipal Court located within San Diego County. Paid Court Leave shall also be granted by the CITY for EMPLOYEES required by the Court to serve on a Grand Jury.

Upon receipt of a notice to serve as a juror, the EMPLOYEE will notify his/her division commander of the notice and scheduled time of service. When in the opinion of the Police Chief, such duty will adversely affect the operations of the Department, the EMPLOYEE will request deferral or exemption from jury duty. The CITY will submit a letter confirming the need for such deferral or exemption if required by the court.

When service as a juror is required, court leave shall be limited to:

1. Required attendance before Federal, Superior, Municipal, or Justice Courts located within San Diego County; or required Grand Jury service.
2. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the EMPLOYEE can reasonably be expected to return to work.
3. Court leave shall not be granted when the EMPLOYEE is paid an expert witness fee or when attendance is part of the EMPLOYEE'S official CITY duties.
4. EMPLOYEES shall retain all payments received for serving as a juror.

SECTION 1.29 BILINGUAL PAY

EMPLOYEES who meet the departmental requirements for recognition as "bilingual" (languages as approved by the Police Chief, including sign language) and who are in assignments where they may regularly use their bilingual abilities shall receive additional compensation of \$60 per month.

SECTION 1.29.01 PAYMENT FOR BODILY SEARCH / SURVEILLANCE

Non-Sworn EMPLOYEES may be required to perform a bodily search of suspects of the same sex as the EMPLOYEE and/or may be required to monitor suspects while the suspect is using the restroom. In the event that a Non-Sworn EMPLOYEE is required to perform such a search and/or surveillance, he/she shall receive additional compensation in the amount of one (1) hour pay at an overtime rate for each incident. An EMPLOYEE may receive more than one such payment per day, however, it is recognized that one incident may involve multiple searches and/or surveillances and would only require one payment under this section.

Police Service Technicians will not conduct bodily searches or surveillance and are exempt from this section, except in cases of emergency.

SECTION 1.29.02 NIGHT SHIFT DIFFERENTIAL

EMPLOYEES scheduled or called in to work a full (8 hours minimum) graveyard shift (scheduled between the hours of 1700 – 0600) shall receive a differential in the amount of 2% of base salary.

SECTION 1.30 MILEAGE

CITY will provide transportation to EMPLOYEES as required for the performance of their duties. When such transportation is not available, EMPLOYEES may use their private

vehicles for transportation (upon direction and/or approval of the Police Chief or his designee), and will be reimbursed for mileage based on the City's adopted Expense and Use of Public Resources Policy.

SECTION 1.30.01 REIMBURSEMENT OF TRAVEL EXPENSES

CITY will provide a per diem rate at the GSA sanctioned rate. Guidelines for receiving the per diem rate are provided in departmental policy.

SECTION 1.31 CALL-BACK PAY

EMPLOYEES called back to duty shall be paid for a minimum of two (2) hours at the overtime rate. This two-hour minimum shall also apply when EMPLOYEES are called to work early before the start of their regular shift, except when the EMPLOYEE is already at the station and is required to begin work prior to the start of his/her regular shift. In such cases, the EMPLOYEE shall be paid at the overtime rate for actual time worked.

When EMPLOYEES are on duty, still in the station at the conclusion of their shift and are required to work additional time, or are scheduled for overtime, the EMPLOYEE shall be paid at the overtime rate for actual time worked and call-back pay would not be provided.

SECTION 1.32 PEACE OFFICER STANDARDS AND TRAINING (P.O.S.T.) INCENTIVE PROGRAM

This section applies to SWORN EMPLOYEES only.

Educational incentive pay for Police Officer will be based on 5% of Police Officer Step E for an Intermediate P.O.S.T. or 10% of Police Officer Step E for an Advanced P.O.S.T. Educational incentive pay for Police Sergeant will be based on 5% of Police Sergeant Step E for an Intermediate P.O.S.T. or 10% of Police Sergeant Step E for an Advanced P.O.S.T. The amounts for "Intermediate" or "Advanced" educational incentive pay will not be cumulative. Intermediate P.O.S.T. educational incentive pay will be replaced by Advanced P.O.S.T. educational incentive pay when qualifications are met.

Educational incentive pay for Intermediate or Advanced P.O.S.T. certificates shall be reported to CalPERS as special compensation.

Employees at Step E and below prior to the ratification of this MOU by the City Council, who also have P.O.S.T. certificates, shall remain at their current step on the salary schedule and shall be eligible for educational incentive pay for P.O.S.T. certificates under this section, calculated as a percentage of Step E of the applicable EMPLOYEE classification.

The EMPLOYEE shall be responsible for notification of the CITY and for providing appropriate documentation as required by the CITY and by P.O.S.T. Payment for obtaining such Certificate will be based on the date of issuance on the P.O.S.T. certificate,

except when new EMPLOYEES possess a P.O.S.T. Certificate upon employment. For new EMPLOYEES, the date for the additional pay shall be the date of employment.

The CITY shall promptly review the information provided by the EMPLOYEE and will send a completed application to P.O.S.T. within fourteen (14) calendar days of submittal to the CITY.

Because of the additional complexity of the P.O.S.T. certification process, retroactive adjustment of errors as provided in section 1.10 of this agreement will be extended to a maximum period of three (3) years prior to the time of discovery.

SECTION 1.33 MASTER OFFICER/FIELD TRAINING OFFICER

This section applies to SWORN EMPLOYEES only.

If an EMPLOYEE meets the standards for qualification as a Master Officer or Field Training Officer, and is designated as such by the Police Department he/she shall receive an additional five (5) percent salary compensation during the time he/she performs Master Officer/Field Training Officer duties for increments of one (1) hour or more. For purposes of this section Master Officer duties include acting supervisor duties, field training of regular and reserve police officers, in-service training presentations to regular and reserve police officers, and time required for periodic Master Officer meetings.

For purposes of this section, Field Training Officer duties include field training of regular and reserve police officers, in-service training presentations to regular and reserve police officers, and time required for periodic Master Officer/Field Training Officer meetings.

In the event that the CITY desires to modify the Master Officer/Field Training Officer program as described above, with respect to the duties, schedules, pay, or benefits of Master Officers/Field Training Officers, the CITY and the ASSOCIATION will meet-and-confer to determine what modifications should be made to this Memorandum of Understanding.

SECTION 1.33.01 LONGEVITY PAY

This section applies to SWORN EMPLOYEES only.

- An EMPLOYEE who has at least 5 but less than 10 years of continuous and uninterrupted service with the City of La Mesa, in a sworn classification who is covered by this MOU, shall receive \$30 a month.
- An EMPLOYEE who has at least 10 but less than 15 years of continuous and uninterrupted service with the City of La Mesa, in a sworn classification who is covered by this MOU, shall receive \$40 a month.

- An EMPLOYEE who has at least 15 but less than 20 years of continuous and uninterrupted service with the City of La Mesa, in a sworn classification who is covered by this MOU, shall receive \$45 a month.
- An EMPLOYEE who has 20 or more years of continuous and uninterrupted service with the City of La Mesa, in a sworn classification who is covered by this MOU, shall receive \$50 a month.
- The longevity pay is not cumulative.

SECTION 1.34 COURT APPEARANCE PAY

This section applies only to EMPLOYEES on scheduled time off, who are subpoenaed in the line of duty to be present in court, or at the direction of the Police Chief.

Court Appearance Pay

EMPLOYEES shall receive time and one-half pay for all time actually spent in court on each case. Court recess for lunch will not be considered "time worked" and will not be compensated, provided that the recess is one hour or less in duration. EMPLOYEES shall be compensated for lunch recesses that last more than one hour. Pay for lunch recesses in such instances shall commence following the first hour (i.e. the first hour shall be considered a duty-free, unpaid lunch recess).

EMPLOYEES shall be guaranteed a minimum of three (3) hours of overtime pay per appearance. On any given day, the three (3) hour minimum shall not be paid more than once in the morning and once in the afternoon.

If the EMPLOYEE appears once in the morning and once in the afternoon on the same case, and the appearance is continuous except for the lunch recess, only one three hour minimum shall apply.

Court Call-Off Pay

EMPLOYEES shall receive one (1) hour overtime pay if the case is called off the day of the subpoena. It shall be the responsibility of the EMPLOYEE to contact the Police Department on the day of the scheduled case to determine if the case is called off. Call-off pay shall be the exclusive pay received for cases called off and shall be instead of court appearance, overtime, or other pay for such cases.

Court Continuance Pay

EMPLOYEES shall receive one (1) hour overtime pay if their appearance time is continued from the morning to the afternoon, or continued to another day.

SECTION 1.35 SPECIAL PROGRAMS

A Suggestions Awards Program is available to all EMPLOYEES.

SECTION 1.36 MANAGEMENT RIGHTS

It is agreed that, except as specifically delegated, abridged, granted, or modified by this MOU, all rights, powers, and authority of the CITY and prior to the signing of this MOU are retained by the CITY and remain the exclusive right of management without limitation. The exercise of such rights, powers, and authority shall not conflict with this MOU.

SECTION 1.37 EMPLOYEE RIGHTS

The CITY affirms its intent not to use the management rights clause as a guise to discriminate against or harass any EMPLOYEE, group of EMPLOYEES, or the ASSOCIATION.

SECTION 1.37.01 PERSONNEL FILES

EMPLOYEES may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the Human Resources Division of the City (personnel file), or the Police Department (administrative file), whichever applies.

The EMPLOYEE shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the CITY shall honor his/her request under normal conditions.

Any EMPLOYEE wishing to review his/her file under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval, but may set reasonable time limits and schedules so as not to affect Departmental operations. The EMPLOYEE need not notify his/her supervisor if this review is not done while on an on-duty status.

Material derogatory to an EMPLOYEE's conduct, service, character, or personality, shall not be entered in an EMPLOYEE'S personnel or administrative file unless and until the EMPLOYEE is notified and given the opportunity when required to review, comment and appeal the material pursuant to California law. The EMPLOYEE shall be given a copy of the material on request. The EMPLOYEE shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

SECTION 1.37.02 VOLUNTEERS

This section applies to NON-SWORN EMPLOYEES only.

The use of volunteers by the CITY shall enhance the services of regular EMPLOYEES and not affect the administration of their benefits as listed in the MOU.

SECTION 1.39 MINIMUM NOTICE FOR SHIFT AND/OR SCHEDULE CHANGE

The intent of the CITY is to provide reasonable notice to EMPLOYEES of schedule changes in regularly assigned days or hours of work or in the assignment of additional overtime days or hours of work. A schedule change is defined as any CITY-mandated adjustment to an EMPLOYEE's previously assigned working days and/or previously assigned working hours. Except in the event of extraordinary circumstances and for EMPLOYEES assigned to the "Special Enforcement Detail," described in La Mesa Police Department Instruction 505, Section H, the CITY shall provide no less than seven (7) days written or oral notice before a schedule change.

If the EMPLOYEE is off-duty, the CITY can satisfy this notice by making a reasonable attempt to contact the EMPLOYEE by email or telephone in addition to placing a written notice in his/her departmental mailbox. It is understood that unforeseen or extraordinary circumstances may require decisions by CITY management that are related to operational necessity or public safety, and these decisions may require less than seven (7) days notice.

If for any reason, regardless of any extraordinary circumstances except for those specified below, the CITY determines that a schedule change is necessary and provides less than the seven (7) days notice as provided above, the CITY shall provide additional compensation to the EMPLOYEE. This compensation shall be equal to two (2) hours pay or compensatory time at an overtime rate for each time that the schedule is changed. This compensation will not be paid for schedule changes where the EMPLOYEE receives compensation as provided for in Sections 1.31 (Call-Back Pay) or 1.34 (Court Appearance Pay), where overtime work is required to complete assignments or activities during the EMPLOYEE'S current work shift, where the schedule change results from a use of sick leave with less than 24 hours notice, or when the change is necessary or desired for a "Special Enforcement Detail" operation.

Shift changes will be posted no later than twenty-one (21) days prior to the effective date of the new shift rotation.

SECTION 1.40 REVIEW

The ASSOCIATION and MERC may meet to discuss and consult with each other the content of this MOU during the term of the existence of this MOU.

SECTION 1.41 SAFETY

The CITY shall replace worn out legally-required or departmental-authorized safety equipment. The Division Commander shall determine when safety gear is worn out or

needs replacement. If an EMPLOYEE disagrees with the decision of the Division Commander, the EMPLOYEE may appeal the decision to the Police Chief.

The CITY will strive to provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. Where safety devices or protective equipment is required through such regulations or through department policy, its use shall be mandatory by EMPLOYEES.

It is agreed that careful observation of safe working practices and CITY safety rules is a primary duty of all EMPLOYEES.

SECTION 1.42 LAYOFF PROCEDURE

A. Scope and Order of Layoff

When the working force is decreased, layoffs shall occur on a reverse seniority basis, or order of "last hired, first laid off", WITHIN EACH CLASSIFICATION.

B. Return to Former Class

In the event of a layoff, employees may bump back to a lower classification within the same job series. An EMPLOYEE who bumps back to a lower classification will be considered to have the greatest seniority within this lower classification.

C. Seniority Date

The seniority date of an EMPLOYEE shall be based upon the original date of hire for regular CITY employment, or in cases where there has been a break in continuous employment, the most recent date of hire for regular CITY employment. Periods of military leave or approved leaves of absence, or if the employee served in good standing for a minimum of two years with a service interruption of not more than one year, shall be credited as continuous service with the CITY. (If interrupted service, time on "non-paid" status will be deducted.)

D. Notice of Layoff to EMPLOYEES

An EMPLOYEE to be laid-off shall be notified in writing of the impending action at least fourteen (14) calendar days in advance of the effective date of the layoff.

E. Reinstatement Following Layoff

For a period of twelve (12) months from the date an EMPLOYEE is laid off due to non-disciplinary reasons, the name of the EMPLOYEE shall be placed on a reinstatement list for the job classification held by the employee at the time of the layoff. For positions covered by this MOU at time of demotion, EMPLOYEES who are demoted due to non-disciplinary reasons shall be placed on a reinstatement list for the

job classification for a period of thirty-six (36) months from the date that the EMPLOYEE is demoted.

Placement on the reinstatement list shall be in order of seniority and EMPLOYEES will be reemployed in reverse order of layoff within a classification. Any vacancy occurring in a classification for which such a list has been developed shall be filled by a person on the list provided that the following conditions are met:

1. The person is still qualified for the classification (must pass medical exam, polygraph, interim period background, and any other conditions required by P.O.S.T. for reinstatement);
2. The person is available and accepts the reinstatement offer; and
3. The CITY is not prohibited by law or court ruling from making the reinstatement on this basis.

F. Removal of Names from List

The Human Resources Manager may remove an EMPLOYEE'S name from a reinstatement list if any of the following occur:

1. The individual indicates that he/she will be unable to return to employment with the CITY during the life of the list;
2. The individual cannot be reached after reasonable efforts have been made to do so; or
3. The individual refuses two (2) reinstatement offers.

G. Reduced Hours

In the event that the CITY elects to reduce hours of EMPLOYEES in lieu of layoffs, the CITY will meet-and-confer with the ASSOCIATION to discuss changes in benefits and other aspects of this MOU that would be affected by such a reduction in hours.

The Human Resources Manager shall make every effort to transfer an EMPLOYEE who is affected by a layoff to a vacant position for which the Human Resources Manager determines the employee is qualified.

SECTION 1.43 SAVING CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU. The parties agree to "meet and consult" within a reasonable time as to the effect of any section invalidated by a Court, State, or Federal

agency.

SECTION 1.43.01 AMERICANS WITH DISABILITIES ACT

Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the act, and because these accommodations must be determined on an individual case-by-case basis, the CITY and the ASSOCIATION agree that accommodations necessary to comply with the Americans With Disabilities Act shall supersede any conflicting provisions of this Memorandum of Understanding.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual EMPLOYEE to be accommodated before any adjustment is made in working conditions. The CITY will notify and seek the input of the ASSOCIATION of these proposed accommodations prior to implementation. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

SECTION 1.43.02 NON-DISCRIMINATION

The CITY and the ASSOCIATION agree that all persons are entitled to equal employment opportunity and the CITY and the ASSOCIATION do not discriminate against qualified persons because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, veteran status, disability, physical handicap, or medical condition. It is the CITY's and the ASSOCIATION's policy to treat all persons on the basis of merit, qualifications, and competence.

SECTION 1.43.03 CHANGES IN STATE OR FEDERAL HEALTH LAWS

In the event that the State of California or the Federal Government pass laws that change health coverage provided or the amount that the EMPLOYEES or the CITY pay for Health Insurance Premiums, the CITY and the ASSOCIATION agree to meet and confer regarding possible changes to Sections 1.15 and 1.18.01 of this MOU.

SECTION 1.44 CONTINUATION

Except as expressly set forth in this MOU, all existing Ordinances, Resolutions and Policies of the CITY pertaining to the employment relationship shall remain in full force and effect.

SECTION 1.45 NO STRIKE CLAUSE

EMPLOYEES represented by the ASSOCIATION shall not engage in any strike, sit-down, slowdown, or work stoppage during the life of this MOU.

SECTION 1.45.01 APPEAL OF DISCIPLINARY ACTION

This section applies to Non-Sworn EMPLOYEES only.

In instances of demotion or suspension for a period exceeding three days, an EMPLOYEE may within ten days of the effective date of the action, appeal in writing to the Personnel Appeals Board for a formal review of the facts of demotion or suspension. The appeal shall be deemed filed when it is filed with the City Clerk, and upon the filing of the appeal within the time stated any demotion or suspension shall be stayed pending the final decision of the Appeals Board. All other language as provided in La Mesa Municipal Code Section 3.32.050 applies to this MOU Section.

SECTION 1.46 SALARIES

Sworn Employees:

Effective July 27, 2018, the CITY shall provide increases for the following sworn classifications as follows:

- Police Officer: 4.0% base salary increase
- Police Sergeant: 4.5% base salary increase
2.0% market adjustment

Effective with the first full pay period beginning on or after July 1, 2019, the CITY shall provide increases for the following sworn classifications as follows:

- Police Officer: 5.0% base salary increase
\$750 one-time, non-pensionable stipend (Classic members only)
- Police Sergeant: 5.5% base salary increase
2.0% market adjustment
\$750 one-time, non-pensionable stipend (Classic members only)

Non-Sworn Employees:

Effective July 27, 2018, the CITY shall provide increases for all non-sworn classifications covered under this MOU by 2.5%.

Effective with the first full pay period beginning on or after July 1, 2019, the CITY shall provide increases for all non-sworn classifications covered under this MOU by 2.5%.

FY 2018-2019

	A	B	C	D	E	F*	G*
Police Officer	33.73	35.41	37.18	39.04	40.99	43.04	45.19
Police Officer Trainee***	33.73	35.41	37.18	39.04	40.99	43.04	45.19
Police Sergeant	42.43	44.55	46.78	49.11	51.57	54.15	56.86

Police Corporal **					
Animal Control Officer	21.70	22.78	23.92	25.11	26.37
Communications Supervisor	31.95	33.55	35.23	36.99	38.84
Community Services Officer	21.70	22.78	23.92	25.11	26.37
Police Dispatcher	25.63	26.91	28.26	29.67	31.15
Police Property Officer I	21.06	22.12	23.23	24.39	25.60
Police Property Officer II	23.19	24.35	25.56	26.84	28.19
Police Services Specialist	23.47	24.64	25.88	27.17	28.52
Police Services Technician	21.69	22.78	23.91	25.11	26.37

FY 2019-2020

	A	B	C	D	E	F*	G*
Police Officer	35.41	37.18	39.04	40.99	43.04	45.19	47.45
Police Officer Trainee***	35.41	37.18	39.04	40.99	43.04	45.19	47.45
Police Sergeant	45.61	47.89	50.28	52.80	55.44	58.22	61.13
Police Corporal **							
Animal Control Officer	22.24	23.35	24.52	25.75	27.03		
Communications Supervisor	32.75	34.38	36.10	37.91	39.81		
Community Services Officer	22.24	23.35	24.52	25.75	27.03		
Police Dispatcher	26.27	27.59	28.97	30.42	31.94		
Police Property Officer I	21.59	22.67	23.80	24.99	26.24		
Police Property Officer II	23.76	24.95	26.20	27.51	28.88		
Police Services Specialist	24.06	25.26	26.53	27.85	29.24		
Police Services Technician	22.23	23.35	24.51	25.74	27.02		

*Step F (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and Step G (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) are part of the pay scale and advancement will be based on satisfactory performance on the EMPLOYEE'S performance evaluation and years of service.

** No employees are currently in the Police Corporal classification and no salary has been listed for this position at this time. If the City elects to place employees in this classification, the Corporal salary will be set at that time.

***Pay for Police Officer Trainee shall be the same as Police Officer. Police Officer Trainees shall be enrolled in PERS as Miscellaneous, Non-Safety members. An employee shall progress from Police Officer Trainee to Police Officer upon:

1. Graduation from a law enforcement training academy certified by the State Commission on Peace Officer Standards and Training (P.O.S.T.), or upon assignment to a field training program after completion of a portion of such an academy meeting the requirements of Penal Code Section 832, and:
2. Subscribing to the oath or affirmation required by the California Constitution and

administered by a duly empowered official of the City of La Mesa.

These ranges do not include Bilingual pay (See Section 1.29 for explanation). Any Bilingual pay shall be in addition to the above amounts.

Advancement from one step to another is based upon merit and is not automatic. With satisfactory performance on an EMPLOYEE'S performance evaluation, however, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "C" step, at six-month intervals. Advancement between "C" step and "E" step may occur at one-year intervals with satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "F" step will be based on years of service (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "G" step will be based on years of service (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation.

For EMPLOYEES hired on or after August 15, 1994, an EMPLOYEE may advance from the lowest salary step in each classification, "A" step to the "B" step, at six-month intervals. Advancement between "B" step and "E" step may occur at one year intervals with satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "F" step will be based on years of service (5 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation. Advancement to "G" step will be based on years of service (8 years of service as a sworn peace officer in the State of California or equivalent, as approved by the Chief of Police) and satisfactory performance on the EMPLOYEE'S performance evaluation.

SECTION 1.47 DURATION

The terms of this MOU shall be effective July 1, 2018 and continue in effect through June 30, 2020, and shall not be modified without mutual consent of the parties except as provided for by the Meyers-Milias-Brown Act.

Negotiations for a succeeding term shall begin no later than May 1, 2020 provided that either the CITY or the ASSOCIATION had provided notice of intent to negotiate a new MOU no later than March 1, 2020. Whichever party provides such written notice of intent to negotiate a new MOU shall submit a full written proposal at the first negotiation session.

In the event that neither the CITY nor the ASSOCIATION provide written notice of intent to negotiate a new MOU by March 1, 2020, the current MOU shall remain in effect for one additional year with no changes except that the notice period of this section shall be extended for one year.

The above is, hereby, agreed to by the negotiators for the CITY and the ASSOCIATION on September 18, 2018.


CITY OF LA MESA MUNICIPAL
RELATIONS COMMITTEE

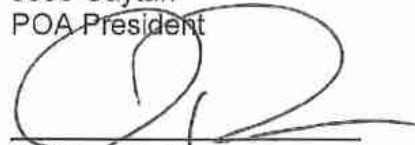
LA MESA POLICE OFFICERS'
ASSOCIATION


BY:

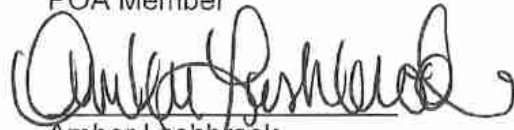

Steven M. Berliner
Chief Negotiator


Jose Gaytan
POA President


Gregory P. Humora
Assistant City Manager

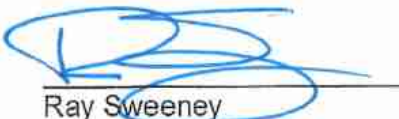

Jeff Raybould
POA Member



Rida Freeman
Human Resources/Risk Manager


Amber Lashbrook
POA Member


Sarah Waller-Bullock
Director of Finance


Brad Fields
Negotiator for POA


Ray Sweeney
Police Captain


Glenn Sabine
City Attorney

ANNEX A - GRIEVANCES

A grievance shall be considered as the complaint of an employee or a group of employees arising out of the application or interpretation of existing rules, regulations or policies which come under the application of the Department Head.

For the purpose of this regulation, two types of grievances shall be considered as in existence - reviewable and non-reviewable.

A. Reviewable grievance

Elements of a reviewable grievance shall be stated on Form 223 as follows:

1. Facts surrounding specific incident; and
2. Specific act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department has control; and
3. Specific inequity or damage suffered by employee as a result of (1) and (2) above; and
4. Specific relief sought by employee, which relief must be within the power of the Department Head to grant.

B. Non-Reviewable Grievance

A grievance is not reviewable if:

1. The incident is reviewable under any other administrative procedure. For example, applications for changes in job title, job classification, salary increases or denial of a merit increase; appeals from formal disciplinary proceedings, etc.
2. Processing of the grievance would require the modification of a policy as established by the City Council or by law in the form of an ordinance or resolution.

REVIEWABLE GRIEVANCE PROCEDURE

A reviewable grievance procedure must be submitted in writing on PER Form 223 to the appropriate party not later than ten (10) calendar days after the specific incident comes to the attention of the grievant. Submission shall activate applicable steps as follows:

- Step 1. After investigation and discussion with the employee but not later than three (3) working days after submission, the immediate supervisor shall

give his written decision to the employee using PER Form 223.

- Step 2. If Step 1 fails to achieve settlement, employee must present Form 223 to second line supervisor not later than two (2) working days after submission of first line supervisor's Step 1 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the second line supervisor shall submit his written decision to the employee.
- Step 3. If Step 2 fails to achieve settlement, employee must present Form 223 to Department Head not later than five (5) working days after submission of second line supervisor's Step 2 decision. After investigation and discussion with the employee but not later than five (5) working days after receiving the Form 223, the Department Head shall submit his written decision to the employee.
- Step 4. If Step 3 fails to achieve settlement, employee must present Form 223 to City Manager not later than five (5) working days after submission of the Department Head's Step 3 decision. After investigation and discussion with the employee but not later than ten (10) working days after receiving the Form 223, the City Manager shall submit his written decision to the employee.
- Step 5. If Step 4 fails to achieve settlement, employee must appeal in writing to Personnel Appeals Board within ten (10) working days. The Board shall render a decision or recommendation within thirty (30) days which shall be final.

The time limits of each step as outlined may be extended by the mutual written consent of both parties. If said extension is agreed to, the duration of the extension shall be agreed to in writing and the statement signed by both parties involved at the step to be extended. If any reviewable grievance is not appealed within the stated time limits or extension of any of the above steps, the reviewable grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.

Employees may have their employees' organization present their grievances for them. Employees may be permitted reasonable time off with pay to process grievances.

Authorized representatives of their employee organization may visit the City's work premises during working hours by first contacting the designated City representative at the location. Their employee organization representative shall not interfere with normal work operations or cause unnecessary loss of time to the City.

Visitations of their employee organization representatives shall be limited to employee grievances.

ANNEX B – PHYSICAL FITNESS TESTING STANDARDS

Points in each of the measured activities shall be awarded according to the following standards (Fit Score indicates the points to be earned):

Resting Heart Rate: This is a simple measure of how many times per minute the heart beats while the body is at rest.

Age Group	Fit Score	Males	Females
20-59	5	65 or less	70 or less
	4	66-71	71-75
	3	72-76	76-81
	2	77-82	82-87
	1	83 or more	88 or more

Resting Blood Pressure: Blood pressure measures the amount of force the blood exerts outward against the inner wall of the arteries. High blood pressure readings are often correlated with coronary heart disease.

Age Group	Fit Score	Male Systolic	Male Diastolic	Female Systolic	Female Diastolic
20-29	5	120 or less	76 or less	107 or less	74 or less
	4	121-126	77-80	108-118	75-78
	3	127-131	81-84	119-124	79-83
	2	132-139	85-88	125-128	84-85
	1	140 or more	89 or more	129 or more	86 or more
30-39	5	121 or less	81 or less	109 or less	75 or less
	4	122-126	82-86	110-121	76-79
	3	127-131	87-89	122-128	80-83
	2	132-138	90-93	129-132	84-86
	1	139 or more	94 or more	133 or more	87 or more
40-49	5	122 or less	82 or less	112 or less	76 or less
	4	123-127	83-86	113-120	77-79
	3	128-133	87-92	121-128	80-82
	2	134-140	93-95	129-133	83-86
	1	141 or more	96 or more	134 or more	87 or more
50-59	5	123 or less	83 or less	116 or less	78 or less
	4	124-129	84-87	117-127	79-83
	3	130-138	88-90	128-132	84-87
	2	139-147	91-95	133-145	88-91
	1	148 or more	96 or more	146 or more	92 or more

Flexibility: Flexibility may be defined as the possible range of motion in a joint or in a group of joints. There is no known test that measures the flexibility of all joints, but the sit and reach test will measure the all important flexibility of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured.

After removing his/her shoes, the officer sits on the floor or mat with the legs extended forward, knees slightly bent, and leans forward at the waist as far as possible. The fingers are placed on a bench while leaning forward and the distance from the toes is measured. If the officer is flexible enough to reach their toes, a score of 10 is recorded. If the officer is more flexible, a reading of above 10 will be recorded. If the officer is

not flexible enough to reach their toes, a score of below 10 will be recorded. The officer must reach and hold the position of both hands on the bench to have the effort measured and recorded. The officer will have three attempts, recording the best attempt.

Age Group	Fit Score	Males	Females
20-29	5	15.75 or more	16.50 or more
	4	14.00-15.50	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	10.50 or less
30-39	5	15.50 or more	16.50 or more
	4	14.00-15.25	14.75-16.25
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	10.50 or less
40-49	5	15.25 or more	16.00 or more
	4	14.00-15.50	14.75-15.75
	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.50 or less	11.00 or less
50-59	5	14.75 or more	15.50 or more
	4	13.75-14.50	14.75-15.25
	3	12.00-13.50	12.75-14.50
	2	10.50-11.75	10.75-12.50
	1	10.25 or less	12.25 or less

Sit-ups: This test measures muscular endurance in the abdominal muscle group, an area of great concern to the sedentary individual. Muscular endurance is the ability of the muscle(s) to contract repeatedly for a particular amount of time. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissue and lower back problems. In this test, the officer starts by lying on his/her back, arms bent, and the heels flat of the floor with a partner holding the feet secure, or secured by sit-up bench foothold. On the command to begin, the officer performs as many correct sit-ups (elbows touching knees when at upright position) as possible in one minute.

Age Group	Fit Score	Male/Female		Age Group	Fit Score	Male/Female
20-29	5	52 or more		40-49	5	46 or more
	4	44-51			4	39-45
	3	35-43			3	28-38
	2	24-34			2	17-27
	1	23 or less			1	16 or less
30-39	5	50 or more		50-59	5	43 or more
	4	42-49			4	36-42
	3	32-41			3	24-35
	2	21-31			2	13-23
	1	20 or less			1	12 or less

Push-ups: This test also measures muscular endurance. A low level of muscle endurance indicates any inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm, which are important if physical confrontations such as pushing, pulling, controlling and handcuffing. The officer starts with only his/her toes and hands touching the floor. Once the test begins, the toes and hands cannot be repositioned. The officer begins by lowering his/her body towards the floor so

as to bring the shoulders even with or below the level of the elbow. He/she then pushes up so that elbows "lock out" and immediately thereafter proceeds to repeat the exercise. The total numbers of correctly performed pushups, with stopping or resting, are recorded.

Age	Fit Score	Male	Female		Age	Fit Score	Male	Female
20-29	5	40 or more	25 or more		40-49	5	34 or more	18 or more
	4	34-39	20-24			4	28-33	14-17
	3	27-33	14-19			3	21-27	9-13
	2	21-26	9-13			2	15-20	5-8
	1	20 or less	8 or less			1	19 or less	4 or less
30-39	5	37 or more	23 or more		50-59	5	30 or more	14 or more
	4	31-36	18-22			4	24-29	10-13
	3	24-30	12-17			3	17-23	6-9
	2	18-23	7-11			2	11-16	3-5
	1	22 or less	10 or less			1	10 or less	2 or less

1.5 Mile Run/Walk: This test is an excellent indication of the condition of the heart and lungs, as it measures one's aerobic capacity or the ability of the heart and lungs to utilize oxygen.

Age Group	Fit Score	Males	Females
20-29	5	11:29 or less	13:39 or less
	4	11:30-12:09	13:40-15:09
	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54
	1	14:30 or more	17:55 or more
30-39	5	11:50 or less	13:54 or less
	4	11:49-12:54	13:55-15:14
	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
	1	14:45 or more	18:25 or more
40-49	5	12:04 or less	15:11 or less
	4	12:05-13:24	15:10-16:04
	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
	1	15:20 or more	19:30 or more
50-59	5	12:56 or less	15:44 or less
	4	12:55-14:04	15:45-17:29
	3	14:05-15:09	17:30-18:54
	2	15:10-16:04	18:55-20:29
	1	16:05 or more	20:30 or more