

**RESOLUTION NO. 2017-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMI VALLEY AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SIMI VALLEY AND THE SIMI VALLEY POLICE OFFICERS' ASSOCIATION AND RESCINDING RESOLUTION 2015-62, AND ALL PREVIOUS RESOLUTIONS TO THE EXTENT THAT THEY ARE IN CONFLICT HEREWITH**

**WHEREAS, the City Council and the Simi Valley Police Officers' Association have met and conferred in good faith and have reached mutual agreement regarding terms and conditions of employment;**

**WHEREAS, the City of Simi Valley desires to implement the attached amended and restated Memorandum of Understanding (Exhibit 1) by revising portions of the present benefits plan where the attached is inconsistent with prior resolutions; and**

**WHEREAS, the City Council finds and determines that all provisions of the Memorandum of Understanding with the Simi Valley Police Officers' Association were in effect for the period of July 1, 2015, up to and including June 30, 2017, and the revised Memorandum of Understanding shall be in effect retroactively as of July 1, 2017, up to and including June 30, 2021.**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. The attached Memorandum of Understanding (Exhibit 1) is ordered implemented to be effective for the period of July 1, 2017, up to and including June 30, 2021 for all Simi Valley Police Officers' Association employees.**

**SECTION 2. Those portions of Resolution No. 2015-62, and all prior resolutions are hereby rescinded to the extent that they are inconsistent with this resolution.**

**[CONTINUED ON FOLLOWING PAGE]**

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 21st day of August 2017.

**Attest:**

  
Ky Spangler, Deputy Director/City Clerk

  
Robert O. Huber, Mayor of the City of  
Simi Valley, California

**Approved as to Form:**

  
Lonnie J. Eldridge, City Attorney

**Approved as to Content:**

  
Eric J. Levitt, City Manager

  
Samantha Argabrite,  
Deputy City Manager

CERTIFICATION

I, Deputy Director/City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 2017-35 which was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 21<sup>st</sup> day of August 2017, by the following vote of the City Council:


AYES: Council Members Cavanaugh, Mashburn, Becerra, Mayor Pro Tem Judge, and Mayor Huber

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 5<sup>th</sup> day of September 2017.

  
\_\_\_\_\_  
Ky Spangler  
Deputy Director/City Clerk

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF SIMI VALLEY**

**AND THE**

**SIMI VALLEY POLICE OFFICERS' ASSOCIATION**

**JULY 1, 2017 - JUNE 30, 2021**

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## **PREFACE**

### **CalPERS Pension Costs and Association Intent**

**On December 21, 2016, the CalPERS Board of Administration voted to lower the discount rate from 7.5 percent to 7 percent over the next three years. This incremental lowering of the discount rate forced employers, including the City of Simi Valley, to greatly increase their pension contribution costs to CalPERS. For public agencies such as the City of Simi Valley, the implementation of that discount rate change is structured as:**

**FY 2018-19: 7.375%**

**FY 2019-20: 7.25%**

**FY 2020-21: 7.00%**

**In early 2017, CalPERS presented an actuarial estimate of the fiscal impact of these changes, projected over 20 years, beginning in FY 2017-18. That estimate projected millions of dollars of increased normal cost and unfunded liability costs for the City, and is based upon an expected 3% increase in payroll costs, every year. The Simi Valley Police Officer's Association recognizes the severe financial impact of the change in discount rate and subsequent increase in normal costs and unfunded liability. The Association recognizes that these increases are a result of financial decisions beyond the scope or control of the Association or the City.**

**It is the intent of the Association to show strong fiscal responsibility and provide a leadership example for other City employees in dealing with the issue. By volunteering to sign a lengthy 4-year contract, and offering to potentially forego any foreseeable compensation increases during that time frame, it is the intent of the Association to help the City deal with these pension cost increases for the betterment of the City, all its employees and their families.**

**The Association expects these voluntary contractual decisions to have a significant positive effect on the City's fiscal health. The Association looks forward to a time of fiscal strength after successfully dealing with the pension cost issue, and it expects the City will remember the Association's efforts at this time.**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SIMI VALLEY AND THE SIMI VALLEY POLICE  
OFFICERS' ASSOCIATION (SVPOA)**

**SECTION I**

**RECOGNITION**

Representatives of the City of Simi Valley, hereinafter referred to as "CITY," have met and conferred in good faith with representatives of the Simi Valley Police Officers' Association, hereinafter referred to as "ASSOCIATION," and have mutually agreed as a result of that process to recommend to the City Council adoption of the Memorandum of Understanding, hereinafter referred to as "M.O.U.," for all employees of the City in the classifications of Police Officer, Senior Police Officer, and Police Sergeant (hereinafter referred to as "Police Unit Employees"):

**Article 1.     Term of Agreement**

The term of this M.O.U. is July 1, 2017 through June 30, 2021. It shall supersede and replace the previous M.O.U. between the parties that covered the period between July 1, 2015 and June 30, 2017 except that all of the provisions of that M.O.U. were in effect up to the date this M.O.U. was adopted.

The Association may request to re-open negotiations by submitting a request in writing within 30-days prior to July 1, 2019 and within 30-days prior to July 1, 2020. The City agrees not to unilaterally impose any reductions proposed during re-opened negotiations and the Association agrees to allow the City to propose re-instating the FTO program in place during the July 1, 2015 to June 30, 2017 contract in the event the Association exercises its option to reopen the Agreement.

**Article 2.     Savings Clause**

If any provisions of this M.O.U. are held to be invalid or unenforceable by a court of competent jurisdiction, or by State or Federal legislation or initiative or referendum, such provisions will not be deemed valid and subsisting except to the extent permitted by law, provided however, that all other provisions of this M.O.U. will continue in full force and effect; and the parties to the M.O.U. will immediately meet and confer to seek appropriate substitute provision or provisions.

**Article 3.     Maintenance of Benefits**

During the term of this M.O.U., there shall be no changes in wages, hours and other terms and conditions of employment of Police Unit employees except as provided herein or by mutual consent of the parties hereto. The parties agree that consent shall not be unreasonably withheld by either party.

**Article 4.     Non-Discrimination**

In accordance with applicable law, the Association agrees not to illegally discriminate

against any employee or applicant for Association membership on the basis of actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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## **SECTION II**

### **UNION BUSINESS**

#### **Article 1.     Time Off for Association Business**

Upon receipt of at least thirty (30) days advance notice to the Chief of Police, at the option of the Association two designated representatives of the Association shall be afforded four working days paid leave, or three designated representatives of the Association shall be afforded three working days paid leave, in order to attend the annual P.O.R.A.C. Conference. In addition, the City shall cooperate with those designated representatives so as to adjust their work schedules to cause the remaining day(s) necessary to attend the P.O.R.A.C. Conference to be on (a) regular scheduled day(s) off.

In addition, upon receipt of at least seven days advance notice to the Chief of Police, one designated representative of the Association shall be allowed eight hours paid leave per month to attend the P.O.R.A.C. Tri-County business activities and meetings, if such activities or meetings are held during scheduled working hours. If the employee does not use eight such hours in a particular month, he/she may accumulate the unused hours for use in future months; provided that the total aggregate accumulations shall not exceed 24 hours.

The 11 designated members of the Board of Directors of the Association shall be afforded, together, up to a total of twenty hours paid leave each month as necessary to attend to Association business, not counting time spent in formal grievance proceedings, disciplinary proceedings or negotiation sessions with the City. Such paid leave may be accumulated; provided that the total aggregate accumulation shall not exceed 60 hours. Additional time to accomplish such Association business, if necessary, may be approved by the Chief of Police.

Upon receipt of five-days notice to the Chief of Police, or in the case of emergency meetings, twenty-four hour notice, the Association shall be entitled to conduct one monthly membership meeting at any time between the hours of 3:00 p.m. and 8:00 a.m., not to exceed one-and-one-half hours duration, wherein members shall be allowed to attend while on-duty, without loss of pay, subject to the needs of the department. The City may, under emergency circumstances, postpone the above leaves; request different designates; or, if necessary, deny such leaves.

#### **Article 2.     Forwarding of Withheld Dues**

The City shall forward forthwith to the Association all dues withheld from each bi-weekly paycheck of each affected employee.

#### **Article 3.     Union Activity and Performance Evaluations**

Participation in authorized union activity shall not have a bearing on an employee's performance evaluation.

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## **SECTION III**

### **SALARY**

#### **Article 1.     Salary for Term of MOU**

During the term of this agreement ending on June 30, 2021, should any recognized City bargaining unit reach a signed agreement that results in an increase in the total compensation of City employees that is greater than any increase provided to Police Unit employees as a result of the reopeners described in Article I, the City agrees to increase the total compensation provided to Police Unit employees by an equal amount. The Association reserves the right to allocate any resulting increases at its discretion.

For example, should other City employees receive the same increase in flexible benefit contributions as those provided to Police Unit employees pursuant to Section IV Article 3, the fact that because those employees have a lower total compensation base so that the increases they receive amount to a larger percentage increase in total compensation will not cause the me too clause to be invoked.

However, if other City employees receive a greater contribution than Police Unit employees to bring the contribution level applicable to them to the level provided to Police Unit employees, that "catch up" increase would invoke the me too clause.

#### **Article 2.     Merit Increase Effective Date**

Except as provided below, the effective date of merit increases, if any, shall be the employee's actual salary review anniversary date.

Police Officers starting at Step One shall be eligible for an increase to Step Two after six (6) months and to Step Three after twelve (12) months.

A Police Unit employee's merit review date will not be affected by any absence due to an industrial injury, and payment will be made in accordance with Labor Code § 4850.

Light Duty is considered to be time worked, for purposes of maintaining an employee's merit review date.

#### **Article 3.     Overtime Pay**

Rate of Overtime - The City agrees to pay overtime at the rate of 1½ times the regular rate of pay for hours worked in excess of 8 hours per duty shift for employees on a 5/8 schedule, in excess of 10 hours for employees on a 4/10 work schedule, and in excess of 40 hours worked per week, rounded to the nearest one-tenth hour of overtime worked.



For the purpose of computing premium overtime compensation, absences due to Annual Leave and Holidays shall be treated as time worked. (Note that this does not affect the holiday benefit described in Article 4. – Holiday Pay.)

Dispatch- All Police Unit employees shall be allowed to be trained as Police Dispatchers to cover available overtime shifts, which will be posted in accordance with Section V, Article 2: Assignment of Overtime. As of January 1, 2020, overtime as a Police Dispatcher will be compensated at 1½ times the regular rate of pay of a top step Sr. Police Dispatcher (as of 7/20/17, the top step base salary rate is \$37.34 per hour). All minimum staffing vacancies (i.e. Patrol staffing) shall be filled prior to an Officer or Sergeant working overtime in dispatch. Should a last minute vacancy occur, the Officer/Sergeant working in dispatch should be reassigned from dispatch to fill the vacancy prior to another Officer/Sergeant being mandated to fill the vacancy.

#### **Article 4.     Holiday Pay**

Employees shall receive the following eleven (11) paid ten (10) hour holidays per calendar year, as well as any other days proclaimed by City Council as a public holiday:

- 1. January 1\* – New Year’s Day**
- 2. Third Monday in January – Dr. Martin Luther King, Jr. Day**
- 3. Third Monday in February – Presidents’ Day**
- 4. Last Monday in May – Memorial Day**
- 5. July 4\* – Independence Day**
- 6. First Monday in September – Labor Day**
- 7. Veterans’ Day**
- 8. Thanksgiving Day\***
- 9. Day after Thanksgiving**
- 10. December 24\* - Christmas Eve**
- 11. December 25\* – Christmas Day**

**\*Special Holiday Pay is applicable, as further described below.**

Observance of Holidays – With the exception of Christmas Eve, when a holiday falls on a Sunday, the holiday shall be observed by the City on the following Monday; when a holiday falls on a Saturday, the holiday shall be observed by the City on the preceding Friday.

Christmas Eve Holiday – If the December 24 Christmas Eve Holiday falls (1) on a Wednesday, then it will be observed on December 26; or (2) on a Friday, then it will be observed on December 23; or (3) on a Sunday, then it will be observed on December 22.

Employees Required to Observe Holidays – Employees assigned to the following Units are required to observe City holidays, unless called in or required to work due to special circumstances, or if working a traffic or patrol shift: Administration, Special Operations, Detectives, and Auxiliary Services. Employees assigned to the Patrol and Traffic Units shall be required to work on holidays if the holiday falls within the regular work schedule.

Holiday Benefit - Employees may either accrue ten (10) hours of annual leave, or be paid ten (10) hours to compensate for each holiday listed above. Each employee must indicate their selected payment method on their timesheet on the date the holiday is observed. Employees must select one payment method per holiday and may not split the ten (10) hours between the two payment methods.

Employees who work on a holiday will be compensated for the ten (10) hour Holiday Benefit described above, along with the following applicable pay:

Patrol and Traffic Unit employees who are regularly scheduled to work will receive their regular pay. Those who are not regularly scheduled to work (RDO) will receive Overtime Pay for the number of hours worked.

Employees who are required to observe holidays are compensated at the time and one-half rate for the actual number of hours worked on an observed holiday.

Employees who do not work on a holiday will be compensated only for the ten (10) hour Holiday Benefit described above.

If the holiday occurs on an employee's regularly scheduled work day and the employee does not work, the employee must use annual leave to account for their absence.

Special Holiday Pay – Eligible employees, as described below, shall receive Special Holiday Pay equal to 50% of the employee's regular rate of pay for hours worked on a holiday where Special Holiday Pay is applicable [up to a maximum of ten (10) hours worked]. Employees will not receive Special Holiday Pay for hours worked in excess of ten (10) hours. Thus, an employee who works ten (10) or more hours will record five (5) hours of Special Holiday Pay on their timesheet.

Patrol and Traffic Unit employees who begin their shift on the actual holiday (not an observed holiday if on a different date) will receive Special Holiday Pay for the hours worked during the shift, as described above.

Employees who are required to observe holidays who begin their shift on the actual holiday (not an observed holiday if on a different date) may receive Special Holiday Pay as follows:

Employees who are called in or required to work due to special circumstances/special events, or who sign up to work a patrol/traffic shift or special event (ie, July 4 Fireworks), will receive Special Holiday Pay for the hours worked during the shift, as described above.

Employees who volunteer to work for reasons other than those stated in the prior paragraph (for example, catch-up on paperwork, etc.) will not receive Special Holiday Pay.

Pensionable Holiday Pay – Additional compensation paid to employees for working on a holiday is not reported to CalPERS as pensionable compensation in all cases. CalPERS applies state law when determining if holiday pay is pensionable or not. State law defines pensionable holiday pay as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. If these employees are paid over and above their normal monthly rate of pay (ie, Special Holiday Pay, Holiday Benefit) for approved holidays, the additional compensation is reportable to CalPERS.

Holiday pay that is paid to an employee that volunteers to work, bids for the option to work, or elects to work on a holiday (for example, catching up on paperwork) does not meet the definition of holiday pay and therefore is not reportable to CalPERS (CalPERS Circular Letter No. 200-064-14).

Employees who work on a holiday that occurs on their regular day off (RDO), or outside of their regular work schedule, may receive additional compensation for working on the holiday (over and above their normal monthly rate of pay) in accordance with the holiday pay guidelines in this section; however, such compensation is considered overtime because it exceeds the employee's regular work schedule. Overtime is not considered pensionable and will not be reported to CalPERS as pensionable compensation.

## **Article 5. Educational Incentive Pay and POST Incentive Pay**

### **A. Educational Incentive Pay**

The City shall provide educational incentive pay to any permanent Police Unit employee who possesses either an Associate of Arts or Science, or a Bachelor of Arts or Science degree. The incentive shall be 2.5% of base pay for an Associate's degree or 5% of base pay for a Bachelor's degree. These incentives shall not be concurrent. Such incentive pay shall be retained upon the employee's promotion to any subsequent rank.

Police Unit employees will continue receiving an educational incentive benefit when working in an acting assignment.

### **Educational Standards**

The following constitutes the agreement between the City and Association with regard to eligibility for tuition reimbursement and educational incentive benefits for Police Unit employees:

Except as hereinafter provided, the City shall provide educational incentive pay only to Police Unit employees who have attained degrees from fully accredited institutions of higher education as described below. Similarly, tuition reimbursement will be paid only for coursework from institutions meeting the accreditation standards specified below. Institutions will be acceptable if they have received accreditation from one of the following regional accrediting bodies:

Middle States Association of Colleges and Schools New England Association of Schools and Colleges North Central Association of Colleges and Schools Northwest Commission on Colleges and Universities Southern Association of Colleges and Schools Western Association of Schools and Colleges or any other accreditation institution recognized by the United States Department of Education.

It is the policy of the City that any coursework approved herein be work-related or degree-directed and provides the equivalency of three semester credits or units. The educational criteria for employees seeking promotion will be based on these standards.

Police Unit employees who were entitled to and receiving educational incentive pay under the standards in effect as of May 25, 2005 shall continue to receive educational incentive pay.

Police Unit employees not currently receiving educational incentive pay, but enrolled in a course of study for which tuition reimbursement approval had been granted or for which other employees have been deemed eligible as of May 25, 2005, shall be entitled to educational incentive pay upon attaining a degree from such course of study.

Police Unit employees either enrolled in or desiring to enroll in a course of study that does not meet the prescribed standards, will be deemed ineligible for tuition reimbursement and educational incentive, unless such course of study receives approval from the Educational Standards Committee. The Educational Standards Committee will consist of one representative appointed by the Association, one Police Department manager appointed by the Chief of Police, and one City representative appointed by the City Manager.

#### **B. POST Incentive Pay**

Each employee who has earned an Intermediate Certificate from the California Commission on Peace Officers Standards and Training (POST Certificate) shall receive incentive pay equal to three percent (3%) of base pay and each individual who has earned an Advanced POST Certificate shall receive an incentive equal to six percent (6%) of base pay.

### **Article 6. Overlapping Activities for which Minimum Compensation is Granted**

Whenever a Police Unit employee works two or more activities which entitle him/her to minimum overtime compensation, such that the minimum time for any such activity overlaps with another, the employee shall receive the highest available minimum overtime compensation for the applicable activity, or the actual time worked, whichever is greater.

Non-overlapping, back-to-back assignments require payment of a minimum for each assignment.



## **Article 7. Court Time Pay**

The City agrees that a Police Unit employee subpoenaed to court to testify in an official capacity, when not regularly scheduled to be on duty, and who makes a reasonable effort to coordinate with the appropriate representative of the subpoenaing agency to ascertain the time of testimony, shall be paid at the overtime rate for a minimum of 2.5 hours when the court is in Simi Valley, and a minimum of 4.5 hours when the court is outside of Simi Valley.

If court appearances take longer than these minimums, the employee will be paid for actual time involved. If a court appearance outside Simi Valley is called off, prior to the employee's departure from Simi Valley, the minimum for a Simi Valley court appearance will be paid. The City does not pay for travel time to or from an employee's residence, in connection with court proceedings. Court time shall start at the Police Station or court, at the employee's selection, unless otherwise directed by the department. If court appearances start while on-duty, but due to circumstances beyond the employee's control, extend beyond regular work hours, only the time beyond normal work hours shall be paid. No minimums shall be applicable.

If an employee is subpoenaed for anything other than traffic court, the court time minimum shall stay in effect until the employee is released for the day, provided that if the employee actually works more time than the court time minimum, he/she shall be compensated for the actual time worked. If an employee is subpoenaed for traffic court, up to two court time minimums can apply if an employee is subpoenaed for a both a morning and an afternoon time slot and those two start times are at least 2.5 hours apart.

Timesheets shall reflect the actual time of arrival in court and departure from court, even in instances involving minimum allowance for court as specified. Timesheets shall reflect the actual time of leaving the Police Station, arrival at court, leaving court, and return arrival at the Police Station.

Court Time Pay will be provided regardless of whether the duty hours overlap with minimum court time.

## **Article 8. Telephonic Hearing Pay**

Police Unit employees who are subpoenaed for telephonic hearings which are scheduled outside of their regular duty hours will receive minimum overtime compensation equal to two hours at the premium overtime rate of 1½ times their regular rate of pay for this pre-scheduled activity.

## **Article 9. Range Qualification and Pay**

Police Unit employees must qualify at the shooting range at least three times with the primary handgun and two times with the Department shotgun during each six months, with no more than two months between qualifications. If an alternate duty handgun is carried on-duty, the employee shall qualify with the departmental-issued handgun at least once per six-month period. All Police Unit employees shall demonstrate proficiency with their back-up

and/or off-duty handgun at a minimum of once during each six-month period. Police Unit Employees will be paid four hours overtime when traveling to an out of City range (such as the Angeles Crest range or Sheriff's Department Range in Camarillo) and two hours for a range in the City to include the proposed range on Waste Management property on off-duty time for one pistol qualification per month and one rifle qualification every six months. The City will not reimburse for mileage driven to the range.

Range Pay will be provided regardless of whether the duty hours overlap with the minimum range time.

Department vehicles, if available, may be authorized for Officers' use for transportation to the pistol range for qualification purposes.

Whenever possible, handgun and shotgun ranges will be scheduled on one Monday or Friday each month, one Saturday each month, and the balance of the Ranges for the month on Tuesday-Thursday.

#### **Article 10. Call Back Pay**

Call Back is the unexpected, unplanned necessity for an employee to return to work. The City agrees that a Police Unit employee having left duty after completing a normal shift and any extensions thereof, who is called back to work from home, when not regularly scheduled to report for duty, and is then released from on-duty status in less than 2 hours, will nevertheless be paid for 2 hours at the overtime rate.

Call Back compensation will be computed on the basis of actual driving time from an employee's home to work and back (portal to portal) added to actual time spent at work. Call Back will be paid at 1.5 times the regular rate of pay for either the guaranteed 2 hour minimum, or for actual time, whichever is greater.

The purpose of Call Back Pay is to compensate an officer, at a guaranteed minimum rate, whenever personal time off is interrupted by requiring the officer to report for duty. Any time an officer is called out or called back the minimum (of two hours of premium overtime) shall be paid. However, Department initiated telephone calls are not subject to this provision. Work related telephone calls during off duty hours will be compensated if they last six or more minutes. Such calls will be compensated at the overtime rate for the actual time of the call.

#### **Article 11. Stand-By Pay**

A Police Unit employee requested to Stand-By shall receive .25 hours of overtime credit per hour of scheduled stand-by time, irrespective as to whether the employee is called to return to work.

An employee on Stand-By status for court appearance will receive Stand-By Pay until called to court or not required. Stand-By Pay will not exceed eight hours.

### **Article 12. Stand-By Overtime**

The calculation of Stand-By overtime pay shall not include the Stand-By premium rate.

### **Article 13. Held-Over Pay**

Police Unit employees held over at the conclusion of the morning work shift for training, or City scheduled meetings will be compensated for actual time occurring between the end of the shift and the start of the scheduled activity, for up to one hour.

### **Article 14. Meeting Pay**

The City will provide a two-hour minimum for pre-scheduled meetings/activities that occur outside of an employee's regularly scheduled work shift. This is separate and distinct from "Call-Back" (refer to Article 10 – Call Back Pay).

### **Article 15. Lunch Break Pay**

Police Unit employees participating in all-day training sessions are not paid for the time taken as a lunch break during the training.

### **Article 16. Bilingual Pay**

The City shall provide additional salary compensation of \$100.00 per month for Police Unit employees who are conversant in Spanish. The employees must be certified as conversant in Spanish by an examination developed by the City's Human Resources Division in consultation with the Association. The examination board will consist of two City of Simi Valley certified bilingual officers and one sworn bilingual member of another local agency. Should the Police Department have more applicants than the allotted assignments, the certification process will determine the most qualified. While it is the City's intent that only Police Unit employees receiving bilingual compensation shall converse in Spanish as part of their official duties, other employees may be required to use bilingual skills as department management determines the situation warrants. Bilingual Officers are assigned, as necessary, to translate and/or communicate with victims, witnesses, or arrestees for Officers who require this assistance. Bilingual Officers should not be assigned to take over calls from non-Spanish speaking officers, but rather to assist the assigned officer in obtaining necessary information.

### **Article 17. Field Training Officer Sergeant Pay**

The City shall provide additional compensation of \$125 per month to employees in the Police Sergeant classification formally assigned to the position of Field Training Officer Sergeant by the Chief of Police. Any Police Sergeant so assigned may be removed from the assignment and assignment pay discontinued, at any time, at the sole discretion of the Chief of Police.

### **Article 18. Senior Police Officer Assignment**

The City agrees to maintain a minimum of six Senior Police Officers. Appointments to those positions will be made from Police Officers who have successfully completed the City's competitive selection process for Senior Police Officer. Such position designations shall be made within existing staffing levels.

- a. Recognizing the need for distribution of Senior Police Officers in Patrol and Traffic, Senior Police Officers shall be assigned to patrol and traffic based upon manpower and deployment needs provided that respective shift assignments will be made according to seniority in rank.
- b. Senior Police Officers shall be responsible for field training of new recruits, reserves, lateral officers, and re-training of existing personnel when necessary.
- c. Primary Senior Police Officers shall have their own job classification and salary steps. An employment eligibility list established for the position of Senior Officer shall remain in effect for a period not to exceed six months, subject to extension for an additional six-month period. Appointments to the Senior Officer position shall be made from a current valid eligibility list.
- d. Primary Senior Police Officers shall wear approved two stripe insignias on their uniforms.
- e. In order to be promoted to Senior Police Officer classification, a Police Officer shall possess the following minimum qualifications:
  1. Successful completion of the Police Officer probationary period.
  2. A minimum of three years of sworn law enforcement experience as defined in Sections 830.1 and 830.2 of the California Penal Code.
- f. Senior Police Officers shall not supplant the existing rank of Sergeant.

#### **Article 19. Canine Officer Pay**

Any assignments as Canine Officer shall be made by the Chief of Police. Any Police Unit employee assigned as a Canine Officer may be removed from the assignment and assignment pay discontinued, at any time, at the sole discretion of the Chief of Police.

Employees assigned as a Canine Officer shall receive compensation in the amount of \$589 monthly for the time needed to feed, groom, exercise, train, bathe, obtain routine veterinary care, and otherwise care for the employee's assigned dog. This monthly compensation is based upon an agreed number of hours and hourly rate, and is computed as follows: 10 hours per week multiplied by \$9.06 per hour at time and one half this Canine rate of pay which equals \$13.59, multiplied by 52 weeks, then divided by 12 months, resulting in compensation of \$589 per month.



With appropriate justification and prior approval, the City agrees to separately and additionally compensate a Canine Officer for visits to the veterinarian beyond routine care, such as a significant illness or injury that are handled outside of the Canine Officer's regular work hours, at the rate of one and one-half times the Canine Officer's regular rate of pay for the actual number of hours spent in such activities.

The parties agree that payment in accordance with this Section shall satisfy all City FLSA obligations with respect to the care, maintenance, and training of police service dogs. The City is not required to maintain a minimum number of Canine Officers in the Department. The City shall have the discretion to determine whether to reduce the staffing levels of the canine program and if it does reduce the staffing, the Officers removed from the program will not have the right to appeal the decision to remove them.

#### **Article 20.    Detective Pay**

The City shall provide additional salary compensation of \$100 a month (1) to employees in the Police Officer classification formally assigned to a Detective position or Special Problems Unit position by the Chief of Police, or (2) should current Detective positions be eliminated, any Police Officer formally assigned by the Chief of Police to a position in a functional unit within the Police Department whose functions are the same as current Detective positions. Any Police Officer employee assigned as a Detective may be removed from the assignment and assignment pay discontinued, at any time, at the sole discretion of the Chief of Police.

#### **Article 21.    Detective Sergeant Pay**

The City shall provide additional compensation of \$100 per month (1) to employees in the Police Sergeant classification formally assigned to the position of Detective Sergeant by the Chief of Police, or (2) should current Detective positions be eliminated, any Police Sergeant formally assigned by the Chief of Police to a position in a functional unit within the Police Department whose functions are the same as the current Detective Sergeant position. Any Police Unit employee so assigned may be removed from the assignment and assignment pay discontinued, at any time, at the sole discretion of the Chief of Police.

#### **Article 22.    Motor Officer Pay**

The City shall provide assignment pay of \$100 per month to employees in the Police Officer classification assigned to a Motor Officer function. The City is not required to maintain a minimum number of Motor Officers in the Department. The City shall have the discretion to determine whether to reduce the staffing levels of the Motor Officer program and if it does reduce the staffing, the Officers removed from the program will not have the right to appeal the decision to remove them.

Any officer who is not actually assigned to a Motor Officer function shall not be eligible for this pay.

#### **Article 23.    Supervisory Differential Pay**

Supervisory differential pay as defined in the Employee Manual will be included in the employee's hourly rate that is used to compute premium overtime

**Article 24. Notice of Change in Schedule**

In an effort to give officers sufficient time to adjust their schedule before attending scheduled, Department approved training, the City will provide notice of the training no less than 14 calendar days in advance. If 14 calendar days' notice is not provided, the employee will be provided with paid leave for one shift prior to the scheduled training.

## **SECTION IV**

### **BENEFITS**

#### **Article 1. Retirement**

##### **Definitions**

**"Classic Member"** is defined by the California Public Employees' Retirement System (CalPERS) as an employee who has been a member of any public employee retirement system or plan prior to January 1, 2013. However due to a contract impairment this date was revised to July 1, 2013. An employee is considered a Classic Member if he or she does not meet the definition of a "New Member" as defined by Section 7522.04(f) of the California Government Code.

**"New Member"** is defined by Section 7522.04(f) of the California Government Code. Generally, with limited exceptions, a New Member is an employee who is hired on or after January 1, 2013 by a public entity. However due to a contract impairment this date was revised to July 1, 2013.

**Payment of Employee Contribution** - For Classic Members, the City agrees to pay to the Public Employees' Retirement System (PERS) on behalf of the employee that percentage of the employee's pensionable income previously contributed by the employee. Currently that rate is nine (9) percent of the employee's pensionable income.

Effective with the payroll that includes January 1, 2016, the City's obligation to pay required employee contributions shall be reduced to one-half of the required employee contribution equal to four and one-half percent (4.5%) of the employee's pensionable income. Effective with the payroll that includes January 1, 2017, the City no longer shall be obligated to pay any portion of the required employee contribution.

For New Members, employees are required to contribute at least 50% of the normal costs of retirement. The current rate (2013) for New Members is twelve percent (12%) of the employee's pensionable income. Contribution amounts are subject to change on an annual basis beginning July 1, 2015, based on actuarial analysis.

**Payment of Employer Contributions** – Each Classic Member employee shall pay a portion of the required employer retirement contribution to CalPERS equal to three percent (3%) of pensionable income in accordance with Section 20516(f) of the California Government Code.

**1959 Survivor Benefit** - The City provides the PERS 1959 Survivor's Benefit fourth level benefits as allowed by Section 21574 of the California Government Code.

**12 Highest Paid Months as Final Compensation (Classic Members)** – For Classic Members the City's contract with the CalPERS provides the "Single Highest Year" final compensation period retirement benefit for employees pursuant to Section 20042 of the California

Government Code. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS selected by the employee or if no selection is made, the 12 month period immediately preceding retirement.

The Reporting of City Payment of Employees' Retirement Contributions as Compensation Earnable – For Classic Members the City shall report as compensation earnable to (CalPERS), pursuant to the provisions of Section 20636(c)(4) of the California Government Code, the City's payment of the full (and between December 28, 2015 and December 26, 2016 "partial") monetary value of required employee normal retirement contributions on behalf of Police Unit employees so as to cause that payment to be included in the base upon which retirement contributions and benefits are calculated.

Consecutive 36-Month Period as Final Compensation (New Members) – For New Members, the final compensation period is determined as the highest average annual final compensation during a consecutive 36-month period. The resulting average annual final compensation is capped at 120% of the Social Security Contribution and Benefit Base (currently \$136,440 for 2013) for the purpose of determining retirement benefits. Compensation over this amount will not be included in retirement earnings calculations.

The City's contract with CalPERS provides for the 3% @ 55 formula set forth in California Government Code Section 21363.1 for all Classic Member Police Unit employees.

For New Member Police Unit employees, the 2.7% @ 57 formula set forth in PEPR will apply.

The City's contract with CalPERS provides the Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548 for Police Unit employees.

## **Article 2.     Retirement Amenities**

Any Police Unit employee who honorably separates from employment prior to age 50, with twenty years of law enforcement experience, shall be afforded the same amenities offered by the Police Department to all persons who receive retirement benefits, such as a badge and appropriate identification. Such retirement amenities shall be provided so long as there is no legal prohibition against doing so.

Police Unit employees with at least 20 years of experience as a sworn peace officer, ten of which must have been with the Simi Valley Police Department, may purchase their department issued firearm for \$1 from the City at the time of retirement. The value of the firearm may be taxed if required by federal law.

## **Article 3.     Health Plans and Flexible Benefits Plan**

### **Medical Insurance**

Effective January 1, 2014, the City contracted with the Public Employees' Retirement

System for medical insurance through the Public Employees Medical and Hospital Care Act ("PEMHCA").

For employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each employee. (For 2017, the statutory minimum is \$128 per month and effective for the 2018 Plan Year, it increases to \$133 per month.) The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

#### Dental and Vision Insurances

The City shall contribute up to \$132.58 per month for dental insurance, and \$21.00 per month for vision insurance. Employees shall pay amounts exceeding the City's contributions.

#### Simi Flex Dollars

In addition to the City's payment of a portion of employees' medical, dental, and vision insurance premiums as described above, eligible regular employees are provided with a flexible benefit plan package (Simi Flex dollars), which could be used by the employee to offset the cost of medical, dental, or vision insurance, or other optional benefits. The Simi Flex amount varies depending upon the medical plan and coverage level selected. The maximum Simi Flex amounts are as follows:

<b>2017 Plan Year Maximum Monthly Simi Flex Amounts</b>	<b>Employee Only</b>	<b>Employee Plus One</b>	<b>Family</b>
<b>With Medical Insurance*</b>	\$679.00	\$1,350.40	\$1,688.60
<b>Without Medical Insurance (Opt Out)</b>	\$100.00	\$100.00	\$100.00

<b>2018 Plan Year Maximum Monthly Simi Flex Amounts</b>	<b>Employee Only</b>	<b>Employee Plus One</b>	<b>Family</b>
<b>With Medical Insurance*</b>	\$651.72	\$1,436.44	\$1,847.87
<b>Without Medical Insurance (Opt Out)</b>	\$100.00	\$100.00	\$100.00

\* After deducting the employee's medical insurance out-of-pocket costs (premium less PEMHCA minimum employer contribution), the remaining Simi Flex cash balance shall not exceed \$100.



Effective as soon as the City is able to make the necessary system changes, only the remaining Simi Flex cash balance (not to exceed \$100 per month) or Opt Out amount (\$100 per month) will appear on the employee paystub under income. The remaining amount of Simi Flex will be reflected on the employee paystub under "Employer Contributions".

Effective for the January 1, 2019 Plan Year, the City's contribution to the Flexible Benefit Plan (Simi Flex) will increase, if necessary, by the higher of (a) 7% or (b) the lower of the percentage premium increases for family coverage for (i) the PORAC PPO medical insurance plan and (ii) the PERS Care PPO plan. If the actual premium increase in any plan exceeds the "cap" described above the City shall pay 80% of any such excess increases. The Opt Out will remain at \$100 per month. After deducting the employee's medical insurance out-of-pocket costs (premium less PEMHCA minimum employer contribution), the remaining Simi Flex cash balance shall not exceed \$100 per month.

Effective for the January 1, 2020 and January 1, 2021 Plan Years, the City's contribution to the Flexible Benefit Plan (Simi Flex) will increase, if necessary, a maximum of 16% combined over the two plan years. For example, if in the 2020 plan year rates increase by 10%, then the City would increase Simi Flex by 10% in 2020 and 6% would be available to cover increases in 2021. If the combined increase is higher than 16%, then the City will pay 80% of the additional increase above 16%.

Alternative Health Plans - The City and the Association agree to meet and confer regarding health plan alternatives if significant changes occur in the availability of optional health insurance plans.

#### **Article 4. Retiree Medical Coverage**

Police Unit employees employed as of December 31, 2009 who retire from the City are eligible to remain on the City's group health plans and the City will contribute to the full amount of the premium in the following manner:

<b><u>Length of Service</u></b>	<b><u>Type of Coverage</u></b>	<b><u>Length of Coverage</u></b>
Less than 10 years	Employee Only	Up to 24 months
	Employee Plus One	Up to 12 months
10 to 19 years	Employee Only	Up to 120 months
	Employee Plus One	Up to 60 months
20 to 24 years	Employee Only	Up to 20 years
	Employee Plus One	Up to 20 years
25 or more years	Employee Only	Lifetime
	Employee Plus One	Lifetime or until surviving spouse remarries

Upon completion of the benefits indicated above, eligible retirees shall be provided the statutory minimum contribution in accordance with PEHMCA regulations.

Employees hired on or after January 1, 2010, are not eligible to receive retiree health insurance benefits, other than those mandated by the PEMHCA, but rather will receive a contribution in the amount of \$300.00 per month (\$138.46 per pay period) which will be placed into a savings, retiree health savings plan, which, among other things, shall enable an employee leaving City employment before retirement to withdraw any contributions plus any interest.

The City Agrees to pay plan administrator fees on behalf of employees covered by this plan; in no event, however, will the City's annual cost exceed \$25 per employee. The parties agree that any future changes to plan terms shall be made upon mutual agreement between the City and POA.

If a Police Unit employee initially hired before January 1, 2010, separates from City service (i.e., he/she is not an employee) and then returns to City employment on or after January 1, 2010, he/she will be considered an employee hired after January 1, 2010. However, all Police Unit employees (even those hired on or after January 1, 2010) will have the option of remaining on the City's group health plans and paying the entire cost of the health coverage beyond the period the City is obligated to make contributions, at retiree rates in accordance with PEHMCA.

Employees receiving retiree medical coverage shall have the option of paying the entire cost of the health coverage for their spouse, at retiree rates, and as part of the City's Group Insurance Plan, beyond the period the City is obligated to make premium contributions.

For purposes of determining the duration of retiree medical coverage only, those Police Unit employees in active status as of July 1, 2001, who, during the course of their employment with the City had a break in service, but who returned to City service on or before February 25, 2002, shall receive credit for all their City service, whether or not the service was continuous. All other employees shall be subject to terms of the Employee Manual as to service credit. With respect to other benefits, provisions of the City of Simi Valley Employee Manual relating to reinstatement shall remain in effect.

For retired employees enrolled in a CalPERS plan, the City shall pay the required statutory minimum on behalf of each eligible retiree. The minimum contribution will apply only toward the medical insurance premium for a CalPERS Health plan. If an employee chooses not to enroll in a CalPERS Health plan, the minimum contribution cannot be used for any other purpose.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

A Retirement Health Savings Plan (RHS) has been established and is held by the City in a separate liability trust account for this purpose.

The following guidelines have been established with regard to the RHS:

1. Employees must complete a minimum of five years of service in order to be vested. If an employee separates prior to meeting this requirement, the funds in the employee's account will revert to the City, to be disbursed as described in Item #3.
2. Employees will not be entitled to withdraw funds prior to the retirement age of 50. This condition would exclude employees who may retire from the City due to disability.
3. Funds that revert to the City due to an employee separating from the City prior to completing the five-year vesting requirement will be allocated to the SVPOA's retiree dental and vision trust fund. Any such funds will be allocated to the SVPOA retiree dental and vision trust fund on an annual basis. Beginning on July 1, 2011, and annually thereafter, the City shall deposit such funds into a trust established by the SVPOA.
4. The City agrees to pay plan administrator fees on behalf of employees covered by this plan; in no event, however, will the City's annual cost exceed \$25 per employee. The parties agree that any future changes to plan terms shall be made upon mutual agreement between the City and SVPOA.
5. The details of the plan and employee enrollment into the plan, including employee education must be completed within 60 days of the effective date of the Letter of Agreement.

The City and SVPOA agree that, in lieu of the SVPOA being entitled to an allocation of funds, should the employees hired between the dates of January 1, 2010, and the date of the Letter of Agreement, separate from the City before they are eligible for retirement and meet the required five-year vesting period, these employees may elect to withdraw any contributions made on their behalf, plus interest accrued to the date of separation. Withdrawal of contributions shall be in accordance with IRS regulations governing withdrawal of RHS funds.

#### **Article 5. Retiree Dental and Vision Benefits**

Retired Police Unit employees shall be entitled to participate in group dental and vision insurance plans maintained by the City for Police Unit employees at prescribed rates, at no additional cost to the City.

Effective August 2, 2010, the City deposited into a trust established by the Association the sum of \$90,000 from which the Association shall fund only dental and/or vision benefits for Police Unit employees who retire on or after July 1, 2005. Effective July 1, 2011, the City's annual contribution increased to \$95,000. Effective July 1, 2012, the City's annual contribution increased to \$100,000. Effective July 1, 2016, the City's annual contribution shall increase to \$110,000.00.



Payment will be available by July 15 of 2016 and every year thereafter. The Association will be responsible for determining the amount of the post-retirement dental and vision benefit payments and for managing the trust.

#### **Article 6. Survivor's Health Coverage**

Pursuant to Section 20065.5 of the California Government Code, all references to "spouse," "surviving spouse," or "marriage" apply equally to a registered domestic partner or domestic partnership, as defined in Section 297 of the Family Code. Per Labor Code 4856: Whenever any peace officer as described in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, is killed in the performance of his or her duty or dies as a result of an accident or injury caused by external violence or physical force incurred in the performance of his or her duty, the employer shall continue providing health benefits to the deceased employee's spouse/registered domestic partner under the same terms and conditions provided prior to the death, or prior to the accident or injury that caused the death of the employee unless the surviving spouse/registered domestic partner elects to receive a lump-sum survivors benefit in lieu of monthly benefits. Minor dependents shall continue to receive benefits under the coverage provided the surviving spouse/ registered domestic partner or, if there is no surviving spouse, until the age of 21 years. However, (although the City does not contract with PERS for medical insurance) pursuant to Section 22822 of the Government Code, the surviving spouse/registered domestic partner may not add the new spouse/registered domestic partner or stepchildren as family members under the continued health benefits coverage of the surviving spouse.

The surviving spouse/registered domestic partner and dependent children of Police Unit employees killed in the line of duty shall be provided group medical, dental and vision care at no cost for the life of the spouse registered domestic partner, or until such time as the spouse may become eligible for comparable benefits elsewhere. Coverage for dependent children shall be provided based on their qualification as eligible dependents under the terms of the applicable health plan.

#### **Article 7. Domestic Partner Benefits**

The City shall provide medical, dental and vision insurance benefits to registered domestic partners to the same extent as spouses as provided by law.

#### **Article 8. Life Insurance**

The City shall provide a term life insurance policy for Police Unit employees which provides \$100,000 in coverage.

#### **Article 9. Short Term/Long Term Disability Insurance**

A short-term disability program is provided to coordinate with the long-term disability insurance program for Police Unit employees. The short-term disability benefit will begin on the 8<sup>th</sup> day of absence (or first day if the employee is hospitalized) and continue for 180 days (6 months). The long-term disability policy will begin on the 181<sup>st</sup> day.

Police Unit employees shall be included in the short-term/long-term disability insurance program in accordance with the City's group policy. The City shall contribute an amount equal to the monthly premium for such coverage. The monthly benefit for short-term and long-term disability shall be 66-2/3 percent of salary to a maximum monthly benefit of \$9,500.

#### **Article 10. Section 125 Plan**

The City has implemented a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code to allow employees to reduce their gross salary (i.e., taxable income) by designating sums for payment toward health, dental, and vision insurance premiums for employees and eligible dependents under City sponsored programs.

The City has expanded its Internal Revenue Code Section 125 plan to include a dependent care reimbursement and health care reimbursement components for Police Unit employees and has agreed to pay the administrative cost of the program.

#### **Article 11. Deferred Compensation**

The City's deferred compensation program maintained under the provisions of Section 401(k) of the Internal Revenue Code covers Police Unit employees. A 457 deferred compensation plan is also available.

Every effort shall be made by the Association and its represented employees to maintain voluntary contributions in order to meet IRS requirements.

Effective January 1, 2018, employees are eligible to participate in the Roth 401(k) option.

Effective July 1, 2019, the City will contribute \$20 per bi-weekly paycheck on behalf of each employee to the City's 401k plan.

#### **Article 12. Annual Leave**

Regular, full-time Police Unit employees shall accrue Annual Leave to be used as leave for vacation, illnesses, and other personal reasons. Employees may accrue such paid leave as provided hereinafter to be used in the future or may convert accumulated Annual Leave to salary compensation under the specified conditions set forth below.

For the purpose of computing premium overtime compensation, absences due to Annual Leave shall be considered as time worked.

The City has the right and obligation to ensure that appropriate levels of adequately trained, qualified staff are available for shift coverage. Management has the authority and responsibility to schedule leave requests and to cancel them due to a justified need.

Accrual Rates - Police Unit employees shall accrue Annual Leave at the end of each pay period, as follows:

- a. Employees who have completed ten (10) or more years of service shall accumulate Annual Leave at the rate of ten (10) hours per pay period.
- b. Employees who have completed five (5) or more years of service shall accumulate Annual Leave at the rate of 8 hours per pay period.
- c. Except as provided above, employees who have less than five (5) years of service shall accumulate Annual Leave at the rate of 6.46 hours per pay period.

Advance to New Hires - Upon hire, new full-time Police Unit employees shall be granted forty-two (42) hours of Annual Leave accumulations. Such employees shall not, however, - accumulate any additional Annual Leave until after completion of three months of continuous service. If a new employee terminates during the first three months of employment, Annual Leave accumulations shall be adjusted to the actual amount that would have been accumulated at the rate of 6.46 hours per pay period. If the employee's use of Annual Leave during the term of employment exceeds the adjusted accumulation amount, then the employee shall refund (through a salary reduction from the last paycheck) to the City an amount equal to the excess amount of hours times the employee's hourly salary compensation rate.

Usage - Annual Leave shall be scheduled in advance by the employee whenever possible, subject to the approval of management. It is the responsibility of the employee to provide the supervisor or management with reasonable notice of an absence. The appropriate manager shall have the authority to approve or deny the use of Annual Leave for any period of absence unrelated to illness or injury.

If no overtime is required, more than two employees should be granted Annual Leave on the same shift. Overtime/Annual Leave posting is at the discretion of the Watch Commander. The present minimums of two officers and one sergeant per shift will be maintained when scheduling annual leave absences under the 4/10 Workweek Program.

It is expected that an employee on Workers' Compensation Leave (IOD) will be available to appear at reasonably scheduled medical appointments. Appointments are deemed to be reasonably scheduled if the employee is notified by Workers' Compensation staff at least ten (10) days in advance of such medical appointment. Employees that are given reasonable notice of an upcoming medical appointment, but that are unable to make such appointment, will be required to use Annual Leave.

New Year's Eve and July 4 are annual leave blackout shifts due to the need for additional personnel to work planned special events. Annual Leave usage black out shifts are as follows:

- a. Personnel assigned to Watch One hours on New Year's Eve;
- b. Personnel assigned to Watch Three and Watch One on July 4;

The scheduling of the use of Annual Leave shall be by a manager with due regard to the wishes of the employee and the needs of the City. When an employee's vacation is approved for days which include blackout shifts, the vacation will not be rescinded. However, in granting requests for vacation days which include blackout shifts, a manager may take into consideration the staffing needs associated with the blackout shifts but shall not unreasonably reject the request. Employees who are off for one day or more due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Scheduling of Vacations - The definition of vacation weeks under the 4/10 Workweek will be four consecutive days off. Employees will submit vacation requests as early as possible at the beginning of each four month shift to the appropriate Watch Commander or Unit Supervisor. Conflicts in vacation requests will be decided by seniority standing. Vacation requests must be approved or denied within seven days of submission. Once approved, vacation requests will not be revoked by the Department, except in cases of emergency. Denial of vacation requests may only be for just cause under these guidelines. The present minimums of two officers and one sergeant per shift will be maintained when scheduling annual leave absences under the 4/10 Workweek Program. These minimums do not preclude additional personnel being allowed vacation time at the same time as the minimum numbers.

Conversion to Cash - Police Unit employees shall be allowed to convert Annual Leave accumulations to salary compensation at two separate opportunities during the fiscal year. The two conversion opportunities shall occur in July and December of each year, unless other dates are determined by the City Manager. Conversion amounts will be based on the employee's current rate at the time of conversion. In order to be eligible to convert annual leave to salary compensation, Sworn employees must have completed one year of service with the City as of the conversion date. The minimum amount of annual leave that may be converted is 8 hours. The maximum number of annual leave hours that may be converted to salary during a fiscal year shall be 109 hours for employees who have less than five (5) years of service and 129 hours for employees with five (5) or more years of service. This total can be spread over both conversion opportunities.

Effective July 1, 2019, the maximum number of annual leave hours that may be converted to salary during a fiscal year shall increase to 129 for employees who have less than five (5) years of service and 150 hours for employees with five (5) or more years of service. This total can be spread over both conversion opportunities.

Maximum Accrual - Except as provided below, the maximum accumulation of Annual Leave for Police Unit employees shall be 550 hours. Police Unit employees shall be allowed to accumulate Annual Leave hours in excess of this maximum, however, any Police Unit employee having Annual Leave accumulations in excess of 550 hours at the end of the first payroll period in December of any year shall convert to salary compensation on the second pay date in that December all accumulated hours in excess of 550, which payout shall be in addition to any Annual Leave hours converted to salary compensation as provided in Section 29.8 of Policy 29.



Effective January 1, 2018, the maximum accumulation of Annual Leave for Police Unit employees shall be 640 hours. Police Unit employees shall be allowed to accumulate Annual Leave hours in excess of this maximum, however, any Police Unit employee having Annual Leave accumulations in excess of 640 hours at the end of the first payroll period in December of any year shall convert to salary compensation on the second pay date in that December all accumulated hours in excess of 640, which payout shall be in addition to any Annual Leave hours converted to salary compensation as provided in Section 29.8 of Policy 29.

Purchase of Annual Leave - Police Unit Employees may convert salary compensation to Annual Leave at a rate of one 1 hour of earned salary compensation for one hour of Annual Leave. Employee requests for such conversion shall be implemented each pay period. Employees shall be limited to a maximum annual conversion of 140 hours during each calendar year.

Effective January 1, 2018, employees shall be limited to a maximum annual conversion of 150 hours.

Effective January 1, 2019, employees shall be limited to a maximum annual conversion of 160 hours.

Effective January 1, 2020, employees shall be limited to a maximum annual conversion of 170 hours.

Effective January 1, 2021, employees shall be limited to a maximum annual conversion of 180 hours.

Payment Upon Separation - Police Unit employees who separate their employment from the City shall have all Annual Leave accumulations converted to salary compensation at the employee's then current rate. Compensation shall be paid in one lump sum. Annual Leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of Annual Leave shall be suspended.

### **Article 13. Uniform Allowance**

The annual uniform maintenance allowance shall be \$1600.00, payable on the second paycheck in November of each year. The amount of payment shall be based upon the number of full months actually worked by the employee in the previous twelve months including the month (November) in which the payment is made. Newly hired employees shall be credited with a full month of service if hired on or before the 15th of the month. Employees terminating prior to November shall be paid on a pro-rata basis from the date of last payment. The month in which the employee is terminating shall be counted only if the termination date falls after the 15th of the month.

Uniform allowance is to be used for the purchase of uniform pieces in need of replacement as a result of normal wear and tear, including specialty uniforms after the initial issue, but not to replace or repair uniforms and equipment damaged during the course and scope of employment.

#### **Article 14. Tuition Reimbursement**

The amount of the maximum annual tuition reimbursement set forth in said policy shall be \$600 per fiscal year for affected employees. Police Unit employees are not eligible to receive reimbursement under the "Scholastic Incentive" program.

#### **Article 15. Badges**

The City and Police Unit employees have agreed to the following:

- a. Badges for all sworn employees will be provided at City cost and refurbished or replaced as necessary.
- b. Those employees for whom reimbursement for new badges is provided by the Association to the City will not be required to again pay for those badges upon retirement, as is otherwise required, upon proof of payment. They will, however, be required to pay for placement of these badges in a sealed Lucite container, as according to current practice.
- c. The City will allow the operative title of, "Detective," to be placed on the badges of those Officers, Senior Officers, or Sergeants assigned to a Detective unit position, while in such assignment. Police Unit Employees agree that this badge designation is for identification purposes only, and in no way is intended to describe a difference in rank from the currently designated sworn ranks.

#### **Article 16. Meal Allowance**

Police Unit employees completing an assigned work day due to an investigation outside of Ventura County will be compensated for a lunch meal of \$15.00 per City policy. If the work day for the investigation exceeds twelve (12) consecutive hours and at least four (4) of those hours are outside of Ventura County, the officer will be allotted an additional \$20.00.

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## **SECTION V**

### **WORK ASSIGNMENTS AND SCHEDULES**

#### **Article 1.     Assignment of Shifts**

Police Unit employees assigned to the Patrol or traffic functions shall generally be subject to a change of working shifts approximately every four (4) months except as provided below. This assignment of employees to a particular work shift schedule shall be based upon consideration of the preferences expressed by employees and determined by the employee's seniority with the City in his or her current classification. Once assigned to a shift, determination of a work schedule shall be based upon department seniority. The assignment of a work schedule and shift for Sergeant shall be based on seniority in the job classification only.

The Department may override a Unit employee's preference and assign a particular work shift in the following circumstances:

1. When an employee is appointed to the job classification of Senior Police Officer.
2. When an employee is assigned to the Special Weapons Team.
3. When an employee is on a probationary status in his or her current classification.

The Department has the ability to select an officer during his/her probationary period to fill vacant patrol shifts caused by long-term absences (i.e. IOD, military leave, family medical leave, and/or extended administration leave). The reassigned shift will be consistent with Watch standards (ten- (10) hour shift, four (4) consecutive days). The reassignment can only happen during the officer's probationary period, the officer must be given advanced notice of reassignment (two (2) weeks, which can be extended to four (4) weeks in cases of hardship, unless mutually agreed to commence sooner), and such reassignment will not have an effect on prior approved Annual Leave. If officers on probation are reassigned, they will get credit for working a full deployment on the Watch they were originally assigned to.

4. When an employee is related to another employee in the Police Department and such related employees express preference for the same shift schedule.
5. When the Chief of Police determines there is a need for a more equitable distribution of experience within classification on any watch.
6. When the Chief of Police determines that an emergency condition exists or is imminent.

A temporary modification to an employee's work schedule is allowed, if mutually agreed to by both the Supervisor and the employee.

Sworn personnel may be placed on a 5/8 work schedule during training as described in Article 6. - Alternative Work Schedules. Additionally, an employee who has suffered an illness or injury may have his/her schedule changed to accommodate an identifiable operational need (unless there is an undue hardship to the employee due to family commitments) or medical appointments.

## **Article 2.     Assignment of Overtime**

A notice of the availability of overtime assignments shall be posted at least 48 hours in advance of the starting time of the assignment. The notice of availability of any such overtime assignments shall apply only to overtime assignments when the authorizing supervisor has been notified of the need for such overtime assignment at least 48 hours in advance of the starting time of the assignment.

The notice of availability of overtime shall be posted by the authorizing supervisor in the Report Writing Room on the designated overtime board. All posted overtime assignments shall be accompanied by a sign-up sheet whereon employees may indicate their willingness to work the assignment. Preference shall be given to an employee who is currently assigned to the same work shift schedule as the overtime assignment (but on different days). Otherwise, selection for the overtime assignment shall be made from the sign-up sheet on a first come-first serve basis.

In the case of persons in the classification of Police Sergeant who indicate their willingness to work overtime assignments in a Watch Commander capacity, the Department reserves the right to evaluate such individual's supervisory experience in light of the anticipated workload for the times and day of the week of the assignment. If the department determines that the supervisory experience of the particular employee who is otherwise eligible for the assignment is not sufficient, overtime may be assigned to the next most eligible employee whose supervisory experience is sufficient and who has requested such assignment.

In all cases when an overtime assignment has been posted and an employee who has indicated his or her willingness to work the assignment has been so assigned, it shall be the responsibility of such employee to work the overtime assignment or inform the authorizing supervisor at least 48 hours in advance of the starting time of the assignment that he or she is no longer available. Except in cases of an emergency, failure of the employee to give 48-hour notice that he or she is not available for the overtime assignment may result in disciplinary action if the employee does not work the assigned overtime.

An officer who signs up to work for less than seven (7) hours of a posted ten (10)-hour shift is subject to be bumped if another officer can work the entire shift.

In such cases where an employee withdraws his or her indication of willingness to work the overtime assignment, the authorizing supervisor may assign such overtime to any employee, as necessary.

Employees who are on "light-duty" status shall not be considered eligible for posted overtime assignments.

If posted overtime vacancies are not filled 48 hours prior to vacancy occurring, then contact will be made with full duty supervisors outside of the Operations Division in an attempt to fill the vacancy. If this effort is not successful, notwithstanding the previous paragraph, then light duty supervisors will be contacted in an effort to fill the vacancy.

The procedure for overtime sign-up will be the same as currently in place for supervisory personnel. Specifically, the terms of General Order 0036 with regard to notification of available overtime will apply.

Whenever the Chief of Police determines that an overtime assignment requires specialized training, experience, or knowledge, that assignment shall not be available to employees who have not received such training, are not normally assigned to such specialized duties during their scheduled shifts, or do not possess such specialized knowledge or experience.

The employees entitled to first right of refusal will be notified by department voice mail of the availability of an opportunity to work overtime and the time the notification was given. Those employees then have twenty-four (24) hours thereafter within which to take advantage of the overtime opportunity by notifying the on duty Watch Commander or Watch Supervisor. Following the expiration of that twenty-four hour period the overtime slip will be posted on the established overtime board.

Scheduling Mandatory Overtime (Hold Over or Early Call In) will be assigned on the basis of lowest to highest Department seniority of the Officers, and time in rank seniority for Sergeants on the watch. Once an Officer or Sergeant fills a mandatory overtime vacancy, that Officer or Sergeant shall not be liable for covering another mandatory overtime assignment until all other Officers or Sergeants on that watch have filled such an assignment.

- a. All Officers and Sergeants on a particular watch are liable for filling mandatory overtime irrespective of the exact starting times of their work shift on that watch.
- b. The Watch Commander may exercise discretion and, at the request of the number one person the list, may exempt him or her for good cause. Anyone passed over will remain at the top of the list until his or her obligation has been met.

The Department also reserves the right to order every Police Unit employee to work at least one special detail which includes, but is not limited to, July 4, New Year's Eve, large planned events at the Ronald Reagan Presidential Library, DUI Checkpoints,

Simi Valley Days Carnival, Simi Valley Days Parade, concerts, protests, rallies, sporting events and non-recurring events with significant crowds on a department wide seniority basis within a single calendar year. A Police Unit Employee who has volunteered to work and has worked one such special detail will have satisfied that requirement. No Police Unit employee shall be ordered to work a second event within one calendar year unless every sworn person holding the same rank has worked an event. Employees with injuries preventing them from performing this work and employees who are on approved vacations in excess of 30 hours are exempt from a particular event. A calendar year shall begin at 0600 on January 1 and end at 0559 the following January 1.

### **Article 3.     Assignment of Position**

For purposes of making an assignment to a vacancy to which no one has applied for transfer, the least senior person not on probation in the classification who is assigned to the Operations Division will be so assigned for a maximum period of one year unless the employee and the City consent to a longer term.

### **Article 4.     Shift Trades and Work Hours**

Shift Trades: It is preferred that shift trades only take place on employees' days off. However, the Watch Commander may exercise discretion taking all factors into account.

Work Hours: It is preferred that employees work no more than 16 hours in any day and have a minimum break of 8 hours between work shifts. However, if the needs of the agency dictate, Watch Commanders may use their discretion again, taking all factors into account, particularly employee fatigue, and assign an employee to work more than 16 hours in one day.

The foregoing provisions are effective to the extent they are not inconsistent with the following:

No employee shall be permitted to work after 16 consecutive work hours, if the assignment at that time is in active patrol, without mutual agreement between the employee and the Watch Commander. The exception to this policy shall be in emergencies, as declared by the Chief of Police or his superiors.

The procedures for effectuating shift trades shall be altered to cause the employee who has become obligated to work due to a shift trade, but fails to appear, to be liable for any annual leave deductions necessary to justify providing compensation for the time period during which the employee failed to appear for work.

### **Article 5.     Rest and Recovery**

An employee who works more than 16 consecutive hours shall be entitled to 10 consecutive hours off before resuming work, without any loss of compensation for any scheduled time not worked as a result of that mandatory time off.



Voluntary and discretionary overtime selected by the employee such as Range, Defensive Tactics Training, Movie Details, and other Special Event details shall not invoke the Rest and Recovery provision and shall not constitute any part of the 16 consecutive work hours necessary to do so. However, if these assignments are not done on a voluntary basis, they shall constitute part of the 16 consecutive hours and shall invoke the Rest and Recovery provision.

Any other overtime assignment, whether voluntary or non-voluntary, such as Patrol, Traffic, Court, Investigations, additional shift coverage in any Unit, Bicycle Patrol, Ancillary Assignments, assigned training, prescheduled meetings, Call Back/Call-Ins, etc., shall be considered as part of the consecutive 16 hours and shall invoke the Rest and Recovery provision. Management shall retain the right to limit overtime so that an employee does not work more than 16 consecutive hours when the Rest and Recovery provision is applicable.

All employees shall obtain permission from the appropriate Unit Manager/Supervisor prior to working more than 16 consecutive hours when the Rest and Recovery provision is applicable.

#### **Article 6. Motion Picture or Television Production**

Whenever a "Motion picture or television production" occurs within the city, and due to the impact on the public, appropriate permits are required to be obtained from the City, the Police Chief or his designee, shall, as a portion of the permit review process, make a determination whether or not the applicant for the permits shall be required to furnish personnel to ensure requisite security and crowd control. If it is determined by the Chief of Police that such services are to be required, the applicant shall be required to utilize Police Unit employees to perform those services. If the Chief of Police determines that there are not sufficient on-duty personnel to perform those services, off-duty personnel who desire to perform those services shall be utilized in an overtime capacity. The criteria for determining whether or not there are sufficient on-duty personnel to perform such services shall not be deemed to have been changed by virtue of this MOU. If there are not sufficient Police Unit employees who are available for and desirous of such employment, the applicant may utilize other qualified persons to perform the remaining required services.

#### **Article 7. Alternative Work Schedules**

##### **4/10 Work Schedule**

Major components of the 4/10 plan for the Police Unit include:

- a. Work schedules are based on a two-week deployment period.
- b. Personnel work four consecutive 10-hour shifts, and then have three consecutive days off.
- c. Work shifts and days off may be split or adjusted, if agreed upon by the employee and department.

- d. All Police Unit employees working a 10-hour shift will receive a 30-minute paid meal break subject to calls for service
- e. The definition of the workweek will change from 7 days to 14 days in accordance with Section 7(k) of the Fair Labor Standards Act.
- f. Four month shift assignments will be maintained as addressed above in Article 1 of this Section.
- g. The Department will have the ability to review and adjust overall shift schedules as dictated by assessment of calls for service, overtime requirements, and related factors. Any adjustments to schedules will take place at the four-month shift change.
- h. With reasonable notice, sworn personnel assigned to out-of-county classroom training of five days or longer may be placed on a 5/8 schedule, in increments of seven days, for the duration of training. During this assignment all working conditions applicable to a 5/8 schedule will be effective. However, the 14-day workweek will not change in this situation.

Subject to Section V, Article 1, the regular work schedule for Police Unit Employees will be a 4/10 work schedule.

#### **Article 8.     Shift Overlap**

Whenever a shift change results in an overlap of shifts, the affected employee shall receive credit on the new shift for all hours worked on the old shift without loss of pay. For example, assume that an employee who is about to experience a change of shifts begins his or her last ten-hour shift before the change at 8:00 a.m. Assume further that after the change the employee's first assigned ten-hour shift is scheduled to begin at 2:00 p.m. that same day, which is four hours before the employee's other shift is scheduled to end. Under these conditions, the employee can finish the old shift at 6:00 p.m., immediately begin the new shift and complete it when it is scheduled to end at midnight. Even though the employee only works the last six of the ten scheduled hours of the new shift, he or she will be credited for working the entire shift because of the fact the he or she worked the other four scheduled hours on the old shift. Thus, even though the employee only worked sixteen of the twenty hours that encompassed the two ten-hour shifts, the employee will be regarded as having worked both shifts and there will be no charge against any paid leave bank. In addition, if the employee should be required to work beyond midnight (when the new shift is scheduled to end), he or she shall be compensated for all time worked after midnight at the premium rate of one and one-half times the regular rate of pay.

#### **Article 9.     Light Duty Assignment**

For employees performing light duty work, such light duty will be considered as time worked for the purpose of meeting the probationary period.



## **Article 10. Specialty Assignments**

(Side Letter of Agreement, June 9, 2014)

Specialty assignments within the Police Department shall be permanent assignments with tenure in those assignments based on merit. Removal from those assignments shall be for cause, in accordance with the individual sworn employee's rights under City Policy, Police Department Rules and Regulations, and the Peace Officer's Bill of Rights. Exceptions to this policy are stated below.

There shall be an exception to the above for five (5) Career Enrichment Officer positions. These five positions shall be one each in the Detective Unit, the Special Enforcement Section, the Special Problems Section, the Special Enforcement Section, and the Traffic Unit (excluding Motor Officer). These five positions shall be temporary assignments for the length of two Patrol Deployment Periods. No assignment pay shall accompany the Career enrichment assignments. At the end of the second Deployment Period, the employee shall return to Patrol for at least one Deployment Period before becoming eligible for more than one assignment to each of the Career Enrichment positions.

Assignment to any Career enrichment position shall not exclude that employee from consideration for assignment to a permanent specialty assignment in any area nor from consideration for promotion.

Those Officers interested in assignment to a Career Enrichment position shall notify their Watch Commander in writing of their interest. The Operations Division Deputy Chief, with input from his staff shall present three (3) names of eligible Officers to the affected Unit Manager who shall then choose which employee shall be so assigned. Due to the short duration and nature of the assignment, a testing or interview process is not required, but is permissible. All assignments shall coincide with Shift Change. Evaluations shall be completed at the end of each deployment period during the assignment and shall be placed in the employee's Personnel File. An employee assigned to a Career Enrichment position may be removed from that position and returned to Patrol by the affected Unit Manager at any time with the concurrence of the Division Deputy Chief and the Chief of Police.

In addition to the above-designated Career Enrichment positions, one position of Sergeant within the Administrative Services Unit may be designated by the Chief of Police as a Career Enrichment assignment and tenure in that assignment shall be for a period of one year. In the event that no Sergeants apply for the Career Enrichment position, assignment shall be made in accordance with the existing rules and MOA's (i.e., the lowest seniority non-probationary Sergeant in Patrol).

Assignments to the Career Enrichment positions may be made, manpower and deployment permitting, as determined by the Chief of Police. The number and area of assignment of Career Enrichment positions may be modified by mutual agreement of the parties.

### **Article 11. Sheriff's Crime Suppression Team**

Subject to the provisions of Section VII, Article 8, the City and the SVPOA agree that the Ventura County Sheriff's Department Crime Suppression Team or any other persons outside of the recognized bargaining unit, shall not be requested for any law enforcement activities usually and normally performed by bargaining unit members on behalf or for the benefit of the City of Simi Valley or the Simi Valley Police Department, without express mutual agreement of the City and the SVPOA with the following exceptions, and as noted thereafter:

1. One 12-hour period per year for the purpose of the Annual Department Meeting.
2. To provide law enforcement coverage for the City in the event of a funeral for a Department employee.
3. When an emergency is officially declared in accordance with City rules and regulations.

In addition to the above agreement, the City will attempt to work with the Ventura County Sheriff's Department to utilize funding currently allocated to the Crime Suppression Team towards projects and duties normally associated with the Sheriff's Department functions which include, but are not limited to the following: (1) provisions of a medic at the East Valley Sheriff's Station to allow for booking a greater number of prisoners at the East Valley Station, (2) service of Arrest Warrants to subjects in Simi Valley, and/or, (3) other functions which may provide an added level of law enforcement to the citizens of Simi Valley without impacting what would normally be associated with overtime for SVPOA members.

### **Article 12. Investigation of Officer Involved Collisions**

The City and the SVPOA agree that the California Highway Patrol (CHP) will be requested to investigate any significant injury traffic collision involving on duty sworn personnel and all collisions stemming from a police pursuit that results in injury or death. These procedures are articulated in Police Department General Order 4.10, Traffic Collision Procedures.

On duty Simi Valley Police Department Traffic Officers, or in their absence, on duty Patrol Personnel will be requested to respond to the scene of any significant injury traffic collision involving on duty sworn personnel and all collisions stemming from a police pursuit that results in injury or death to provide preliminary scene management, initial investigation, medical assistance, traffic control, and facilitate resource requisition pending arrival of CHP personnel. Once CHP personnel assume control of the scene and investigation of the incident, Simi Valley Police Traffic Officers will remain on scene and function as a liaison for the CHP to assist with the scene management and resource requisition. Once the CHP has completed their on scene investigation and leave the incident location, the Traffic Officer Liaison function with the CHP will be complete.

Should the incident occur when no Simi Valley Police Department Traffic personnel are on duty, one will be called in to act as a liaison with the CHP. If the event involves multiple locations, it may be appropriate to have more than one liaison Traffic Officer on scene and that will be determined on a case by case basis as approved by the on duty Watch Commander and the Traffic Unit Commander.

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## SECTION VI

### GRIEVANCES

#### **Article 1.     Grievance Procedure**

Introductory - All Police Unit employees of the City are free to present complaints or grievances relating to employment or working conditions and shall be guaranteed freedom from discrimination, coercion, restraint, reprisal, or threats of reprisals from any City officials. Notwithstanding this assurance, should the Association choose to initiate a grievance on behalf of an employee or group of employees, the Association must establish an identified harm to an identified individual or group of individuals. Except where otherwise provided for by law, any employee shall have the right to present a grievance in any matter arising out of employment in accordance with the procedures outlined below. An aggrieved employee shall have the right to be accompanied and assisted by a representative of the employee's own choosing during any step of grievance procedure.

Grievance Procedure - The following series of steps provides a progressive procedure designed to resolve grievances at the lowest supervisory level consistent with justice, fair treatment and administrative policy.

Step I In order to be timely, grievances must be filed within twenty (20) employee working days following the act or occurrence upon which the alleged grievance is based.

Step II If the employee and his/her immediate supervisor cannot reach a satisfactory agreement on the complaint within ten (10) working days of the initiation of the discussion, the employee may file a written grievance concerning the matter with his/her Department head. On a prescribed form furnished to departments for this purpose, the employee shall clearly state the basis of the grievance, giving time, place, and other persons involved, and any other pertinent information. The Department Head shall, within five working days after receipt of a written grievance, supply an answer in writing to the aggrieved employee, explaining clearly his/her decision or proposed action and reasons therefore. The employee must file a grievance within ten (10) working days after receiving the supervisor's response. If the employee fails to file the grievance within the prescribed time limits without waiver, the employee relinquishes his/her right to grieve. If management fails to respond to the prescribed time limits set out in the grievance procedure, without waiver, the grievance automatically moves to the next step.

Step III Should the aggrieved employee not be satisfied with the answer received from his/her Department Head, the employee may within five working days after its receipt, file an appeal to the City Manager. The City Manager shall hold a hearing within ten (10) working days following the receipt of the appeal. The City Manager shall render a decision within ten (10) working days following the close of the hearing. The City Manager's decision shall be final.

## General

1. The employee shall be given time off with pay from regular duties as determined to be necessary and reasonable by the Department Head for the processing of a grievance.
2. When circumstances warrant, the time limits specified in each step of the grievance procedure may be extended with the verbal consent of both parties concerned.
3. Failure of the aggrieved employee to file an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance.
4. Although an aggrieved employee may be assisted by representatives of his/her own choice, he/she must be present personally and participate in the discussions and proceedings.

## **Article 2. Disciplinary Appeal Procedure**

The disciplinary appeal procedure set forth herein entitles Police Unit employees to receive a full and fair evidentiary hearing following the imposition of discipline ("Discipline") or punitive action by the City Manager or designee (hereinafter referred to as Police Department). It provides as follows:

1. For Discipline consisting of termination, demotion, and suspensions of greater than five (5) days or reductions in pay with salary loss equivalent to a suspension of greater than five (5) days:
  - a. Any Police Unit employee who is the subject of Discipline imposed by the Police Chief may appeal that action to the City Manager. The request for an appeal must be filed in writing within fifteen (15) calendar days following the receipt of notice of the punitive action. Failure to request an appeal within the fifteen (15) calendar day period will constitute a waiver of the Police Unit employee's right to appeal. The procedures and rights herein shall be the same as those that pertain to all parties at a Skelly hearing.
  - b. The City Manager is empowered to sustain or set aside the punitive action or reduce the degree of punitive action based upon information presented on behalf of the Police Unit employee.



- c. Any Police Unit employee may appeal any resulting punitive action by notifying the City Manager in writing of his/her desire to do so within fifteen (15) calendar days of the City Manager's Decision. The appealing Police Unit employee shall be entitled to a full and fair evidentiary hearing before a Hearing Officer. The Hearing Officer shall be selected after the City contacts the State Mediation and Conciliation Service through PERB to obtain a list of Hearing Officers with availability that are within the Southern California region and have experience with police discipline hearings. The parties shall strike the names until a Hearing Officer is selected, unless the parties mutually agree to a particular Hearing Officer. The order of which party strikes first shall be determined by a coin flip.
  - d. The Hearing Officer shall render a Decision, which will contain recommended findings of fact and legal conclusions relating to all of the charges and, where appropriate, a determination regarding the degree of punitive action that is warranted.
  - e. The decision of the Hearing Officer shall be subject to judicial review in accordance with the provisions of California Code of Civil Procedure Section 1094.5.
- 2. For all other discipline, including but not limited to, suspensions of five (5) days or less, reductions in pay with a salary loss equivalent to a suspension of five (5) days or less, written reprimands and other lower level punitive action per the Public Safety Officers' Procedural Bill of Rights Act the right to a hearing will be in front of the City Manager who will issue a final decision or in front of a hearing officer selected by the City Manager in accordance with principles of due process who will issue an advisory recommendation to the City Manager. In cases where the hearing is conducted by the City Manager, the City Manager's Decision will be issued within thirty (30) days following the close of the hearing. When post-hearing argument or briefs are submitted, the hearing shall be regarded as closed at the time the last argument or brief has been presented. In cases where the hearing has been conducted by a Hearing Officer, the City Manager's Decision will be issued within thirty (30) days after receiving the Hearing Officer's recommendation.

The decision of the City Manager is subject to judicial review in accordance with the provisions of California Code of Civil Procedure Section 1094.5. The requirements set forth above in Section VI. Article 2(1) do not apply to discipline subject to this process except that a decision issued pursuant to this process is indeed subject to a writ of administrative mandamus.

### **Article 3. Personnel Complaint Investigation Documents**

No documents relating to a personnel complaint investigation shall be placed in a Police Unit employee's personnel file if no disciplinary action is taken. For the purposes of this section, disciplinary actions shall include official verbal counseling and warnings, as well as, reprimands, suspensions, demotions and terminations.

### **Article 4. Reinstatement**

An employee who terminates his/her employment in good standing may be reinstated to a vacant position in his/her former job class within one (1) year of his/her termination date without re-qualifying for employment by competitive processes.

### **Article 5. Personal Property Claims**

The City's denial of payment for a Personal Property Claim is not grievable under the City's Grievance Procedure. Employees will adhere to the procedure outlined in the Personal Property Policy of the Administrative Procedures Manual, when disputing a property claim.

### **Article 6. Global Positioning System (GPS) Technology**

Global Positioning System (GPS) technology capability is used for Officer safety purposes. GPS technology consists of and is not limited to, MDT's, vehicles, radios, cell phones, and recorded vehicle speeds. GPS technology shall not be used for disciplinary purposes unless an official complaint or special investigation has been initiated. Random speed audits shall not be performed unless pursuant to a special investigation.

## **SECTION VII**

### **OTHER**

#### **Article 1.     Outside Employment**

Except in cases of conflict of interest, as determined by the City Manager, Police Unit employees will be allowed to participate in outside employment as a security guard. Employees who perform such security services outside of their employment with the City, shall not be in Simi Valley Police Department uniform and no City property shall be used in outside employment activities. Employees may carry their identification badges and service firearms in the same manner as when on an off-duty status. These items of equipment shall not be displayed or utilized during outside employment, or be used to meet any requirements of such outside employment.

Employees with such outside employment do not have any relationship, whatsoever, with the City during such second employment. Such employees shall comply with the appropriate State and City codes and ordinances as well as Police Department policies regarding covered off-duty activities while providing security services on a contractual basis.

Employees shall secure approval from the Chief of Police or designee and the City Manager or designee prior to commencing such outside employment. Requests for approval shall be acted upon within a reasonable amount of time considering the circumstances of the request.

#### **Article 2.     Drug-Free Workplace**

The Association and City hereby adopt the Federally mandated policy statement setting forth the City's and the Association's commitment to a Drug-Free Workplace in compliance with requirements of the Drug-Free Workplace Act of 1990.

#### **Article 3.     Police Exercise Room**

The Exercise Room (ROOM) in the police facility will be supplied with equipment by the Association. The equipment will be the solely owned property of the Association. The ROOM will continue to be used as such, unless in the City's sole judgment, legal liability or space prioritization concerns make it unfeasible to continue to allow it. The Association agrees that the use of the ROOM shall not be within the scope of representation under Government Code Section 3504. The City agrees to maintain the ROOM and all equipment.

If the City requires closure of the ROOM and the Association has no suitable alternative for placement of the equipment, the City will purchase all of the exercise equipment at its original purchase price.



Use of the ROOM and its equipment will be restricted. Only those employees of the City, who are sworn police personnel under Section 830.1 of the California Penal Code, will be allowed to use the ROOM and its equipment. Additionally, Reserve Police Officers of the City of Simi Valley are authorized to use the ROOM for the purpose of exercise. Unless mutually agreed by the Association's Board of Directors and the City, no other persons may use the ROOM for the purposes of exercise. Authorized personnel may only use the ROOM when they are off-duty. At no time will any authorized person use the equipment unless at least one other authorized person is present. (The restriction that employees not exercise alone applies only to the use of free weights.) Family members and friends of authorized personnel may not use the facility. Access to the ROOM is restricted to those authorized above and for other City business as deemed necessary by the Chief of Police.

Rules of Conduct, based on common sense and safety, will be drafted by joint agreement by the Chief of Police and the Association. The rules of conduct will be posted conspicuously in the ROOM. All authorized persons who use the ROOM will agree to abide by these Rules. The ROOM will be available on a daily, twenty-four-hour-per-day basis. The Chief of Police shall be responsible for insuring that only authorized persons use the ROOM in a manner consistent with safety and common sense. Bearing this in mind, a General Order will be drafted to insure that the continued use meets these standards and will mandate the use of the ROOM be governed by the Directive System.

The providing of the ROOM by the City and the equipment by the Association in no way implies that Police Unit employees are required to use the ROOM as a condition of employment or membership. Any authorized persons using the ROOM or its equipment do so of their own free will.

#### **Article 4.     Contacting Employee Spouses**

The City will contact spouses of Police Unit employees only in emergency situations, as determined by the Chief of Police.

#### **Article 5.     Employee Attire**

Police Unit employees on "plain clothes" assignment will wear attire which is not offensive or demeaning to others, unless specifically authorized due to the unique requirements of a particular stake-out situation.

#### **Article 6.     Changes to Timesheets**

Police Unit employees will be notified in a timely manner as to changes made to their timesheets by Supervisory or City Administrative staff.

#### **Article 7.     Promotional Examinations & Ancillary Assignments**

A Police Unit employee, having successfully passed a probationary period with the City, then resigned in good standing, and subsequently rehired to the same position will be considered as a Regular status employee. This status will apply only for purposes of determining eligibility for participation in the promotional testing process.

Police Unit employees who wish to apply for Police Department promotional opportunities, ancillary assignments or other positions which require an interview shall be granted an interview if they meet the minimum qualifications of the position.

**Article 8.     Trained Civilian Employees, Volunteers, and Reserve Officers**

The City sees a great value in utilizing trained civilian employees, volunteers and Reserve Officers to handle non-emergency calls, issues or special details identified by Department Management as not requiring a Police Unit employee to handle. If such work can be provided to trained civilian employees, volunteers or Reserve Officers by Department Management it will have the discretion to do so. The intent of this Program is to reduce overtime costs not to cause sworn employees to be laid off.

Examples of where trained civilian employees, volunteers and Reserve Officers may be used include, but are not limited to,

1. Special Events (Parade, July 4<sup>th</sup> or Gator Run, etc.)
2. Private Property Collision – Exchange of Information (where there is no prosecution or citation)
3. To document minor criminal incidents (vandalism or theft with no suspect information, lost/found property, incident reports, etc. However, non-sworn employees will not be responsible for minor criminal incidents which require taking fingerprints or use of other evidence gathering techniques which require officer expertise
4. To direct traffic at accidents, road closures or fires, etc.
5. To deal with vehicle storage and documentation
6. To respond to parking complaints, oversized and abandoned vehicles
7. To issue parking citations, abandoned vehicle warnings and similar tasks
8. To staff the front desk (to document crimes, release vehicles and enter calls for service)
9. Investigation and documentation at traffic collisions
10. Preliminary investigation and documentation of routine crimes (vehicle and residential burglaries with no suspect present, fraud, ID theft. Etc.
11. Assisting an Officer with collection and booking of evidence at crime scenes and collisions

12. Processing crime scenes (photos, dusting for prints, evidence collection)
13. Assisting an Officer with prisoner processing in the temporary holding facility

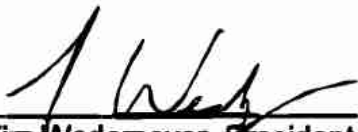
Reserve Officers may perform any additional functions to the extent not prohibited by law. Items 9-13 above will not be performed by volunteers, but may be performed by Reserve Officers or trained civilian employees.

### **Article 9. LEXIPOL**

The City of Simi Valley will discontinue the use of the LEXIPOL system effective on June 30, 2018. Auxiliary Services will integrate all policies created in the LEXIPOL system into the General Orders.

The Association and the SVPD will work cooperatively to create new General Orders that most closely fit the needs of the agency and within the confines of the law and consideration of past practice.

For the ASSOCIATION:

By:   
Tim Wedemeyer, President  
Simi Valley Police Officers' Association

Date: 8-31-17

By:   
Steve Silver, Attorney  
Simi Valley Police Officers' Association

Date: 8/25/17

For the CITY:

By:   
Eric J. Levitt, City Manager  
City of Simi Valley

Date: 9/1/2017

