

**MEMORANDUM OF  
UNDERSTANDING**



**City of Fairfield**  
and  
**Fairfield  
Police  
Officers'  
Association**

**July 1, 2017 — June 30, 2021**

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# **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND THE FAIRFIELD POLICE OFFICERS' ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) made and entered into at Fairfield, California, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as the "City", and the FAIRFIELD POLICE OFFICERS' ASSOCIATION, a California corporation, hereinafter referred to as the "Association," is intended to define the wages, hours and working conditions of that group of employees hereinafter identified during the term hereof and upon ratification and approval the City Council of the City of Fairfield.

**RATIFICATION.** This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milas-Brown Act (Government Code sections 3500-3510), and has been jointly prepared by the parties. The term of this agreement shall be from July 1, 2017 through June 30, 2021, and it shall become of full force effect upon adoption of the City Council. Nothing herein shall be applied on a retroactive basis unless specifically indicated in writing within the agreement. This MOU cancels all previous MOUs and side letters.

## **ARTICLE 1. RECOGNITION**

The City recognizes the Fairfield Police Officers' Association (Association) as the exclusive representative for the classifications of Police Officer and Corporal in matters pertaining to wages, hours, and other conditions of employment.

## **ARTICLE 2. MOU CONTROLLING**

The City and the Association agree and understand that if any section of this MOU in any way conflicts with terms and conditions of employment stated in other authorities, such as personnel rules, City resolutions or City ordinances, the MOU shall be controlling.

## **ARTICLE 3. NO DISCRIMINATION**

There shall be no discrimination by the City or by the Association in employment conditions or treatment of employees on the basis of membership or non-membership in the Association, or participation in the activities of the Association.

## **ARTICLE 4. DUES CHECKOFF**

The City and the Association acknowledge that a dues checkoff procedure has been adopted pursuant to Section 16 of Resolution 2001-185, which shall continue during the term of this MOU.

## **ARTICLE 5. EMPLOYEE AND ASSOCIATION RIGHTS**

### **A. Employee Rights**

1. Employees shall have the right to fair and equal treatment in all aspects of employment conditions.
2. Employees shall not have any formal punitive personnel action taken which will result in any loss of pay or benefits, unless the employee is notified in writing as to the reason or reasons thereof and is given reasonable opportunity to respond. Nothing in this clause shall prevent the City from rejecting without cause an employee during probationary status.

3. The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.), and such is hereby incorporated into this MOU.
4. At the option of the employee, payroll deductions may be made for payments of Association dues and for approved programs.

B. Association Rights

1. Attendance at Meetings

Formally recognized employee organizations may select not more than two (2) employee members of such organizations to attend scheduled meetings with the Director of Human Resources or management officials on subjects within the scope of representation during regular work hours without loss of compensation. Where circumstances warrant, the Director of Human Resources may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the Director of Human Resources at least three (3) calendar days in advance of such meetings. Provided, further:

- a. No organization representative, who is a City employee, shall leave his or her duty or work station or assignment without specific approval of the Department Head or designee;
- b. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedule.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances. No compensation shall be paid City employees for any meetings or related work conducted outside of the employees' normal working hours.

2. Access to Work Location

Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location during normal duty hours without the consent of the Department Head or designee. Such consent shall not be unreasonably withheld. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during normal duty hours.

Recognized employee organizations may, with the prior approval of the Director of Human Resources, be granted the use of City facilities during off-duty hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.



The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such other equipment in approved City facilities notwithstanding.

3. Use of City Bulletin Boards

Recognized employee organizations may use portions of City bulletin boards under the following conditions:

- a. All materials posted shall not constitute harassment, discrimination, or retaliation based on a legally protected status.
- b. Prior to posting, all materials must receive the approval of the Department or Division Head in charge of the departmental bulletin board. Should the department head not approve any item for posting, and if after discussing the matter with the employee organization representative a disagreement still remains, then the matter shall be referred to Director of Human Resources for determination.
- c. All materials must be dated and must identify the organization that published same.
- d. Unless special arrangements are made, materials posted must be removed 31 days after publication date.
- e. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
- f. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on City bulletin boards.

**ARTICLE 6. MANAGEMENT RIGHTS**

The City shall retain the sole right and authority at its discretion to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the Fairfield Police Department in all aspects, including, but not limited to all rights and authority held by the City prior to the signing of this MOU, except where abridged by a provision of this MOU.

Except where limited by other provisions contained in this MOU, the Association agrees that the City may act unilaterally in the following areas of activities without any further need to meet and confer on these actions:

1. To direct employees of the City.
2. To make contracts and subcontracts for matters relating to municipal operations. If the City contracts or subcontracts enforcement powers provided by sworn officers under Penal Code Section 830.1, the City agrees to meet and confer at the request of the Association over the impact of such contract or subcontract on employees represented by the Association.
3. To determine the mission, budget, organization, number of employees, number, type, and grade of employees assigned, the work project, tour of duty, methods and processes by which work is performed, technology needed, internal security practices and relocation of facilities.
4. To relieve employees for lack of work or other legitimate reasons and to establish job classifications and reclassifications commensurate with duties to be performed or being performed.

5. To hire, promote, transfer, assign and retain employees in positions within the department.
6. To suspend, demote, discharge, grant or deny step increases, and take such other disciplinary actions with respect to permanent employees as appropriate for just cause.
7. To take any action necessary to carry out the mission of the department, schedule operations, determine the type and scope of work performed by City employees unless prohibited by law, and to alter, rearrange, change, extend, limit or curtail its operations, or any part thereof.
8. To determine the qualifications of employees for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct.
9. To formulate, change or modify Department rules, regulations and procedures except that no rule, regulation, or procedure shall be formulated, changed or modified in a manner contrary to the provisions of this MOU.

## **ARTICLE 7.           COMPENSATION/WAGES**

### **A. Wage Increase**

Effective the first pay period following City Council adoption of the successor MOU, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2018, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2019, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

Effective the first full pay period in July, 2020, the City will increase base wages for all represented classifications in the bargaining unit by 4.0%.

### **B. Proficient Officers Incentive Pay**

Once the 9 step wage range has collapsed to 5 steps wage range, employees who are at step 5 plus one year of service with the City of Fairfield will be eligible to test for and receive Proficient Officer pay at 5% of base wage.

The City will pay the 5% proficiency incentive at one and one half times an employee's base wage worked over 28-day FLSA work period.

Eligibility certifications/examinations will be conducted twice a year. Employees who have met the eligibility requirements, if otherwise qualified to compete in the Police Sergeant promotional examination, will not be required to take the written examination portion of the promotional process. Police Officers shall be required to test only once during their career in order to receive proficiency pay; provided, however, that the Chief of Police may require additional recertification in the event an officer's overall performance is not rated at least standard or better.

### **C. Education Incentive Pays**

Employees in this unit will be eligible for the following education incentive pays, with appropriate verification of certificates and education. Degrees must be from an accredited institution approved by

the Director of Human Resources or designee. Incentive pay is PERS reportable as Special Compensation.

- |                                  |      |
|----------------------------------|------|
| 1. POST Intermediate certificate | 2.0% |
| --OR--                           |      |
| POST Advanced certificate        | 3.5% |
| 2. Associate's Degree            | 2.5% |
| --OR--                           |      |
| Bachelor's Degree                | 5%   |

Amounts are not cumulative. Maximum incentive is 8.5% of base rate of wage.

**D. Off-Duty Canine Work**

**1. Agreement on Hours Worked**

The amount of off-duty compensable working time attributable to all ordinary aspects of canine care (including without limitation handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles and ordinary transport to the veterinarian) by employees assigned to canine duty amounts to thirty (30) minutes per day, 3 1/2 hours per week. This amount is a good faith estimate, intended to be comprehensive, accurate and inclusive of all pertinent facts.

**2. Compensation**

For all off-duty canine work performed by employees assigned to canine duty, employees shall be paid as follows:

- a. \$300.00/month, payable on a bi-weekly basis (i.e., \$138.47 per pay period), and
- b. Employees shall earn four hours of canine leave time per 28 day FLSA work period (up to a maximum of 52 hours per calendar year, with a cap of 52 hours at any one time.) Employees shall cease to accrue canine leave time after reaching the 52 hours cap.
- c. Such canine leave time may be banked and taken off at the request of the officer, subject to the operating needs of the Police Department. Request to use such leave time shall be made in advance of the leave date requested and shall not be unreasonably denied.

**3. Dog Food Reimbursement**

The Police Department will reimburse canine officers for dog food up to a maximum of \$50.00 per month.

Receipts are to be submitted for reimbursement per the City's process. Reimbursement will be paid by a separate check and are not subject to payroll taxes.

**4. Miscellaneous**

Compensation paid for off-duty canine related work under this MOU fully satisfies the City's obligations to pay premium overtime under the FLSA. In the event that any person makes a future claim, contrary to the intent of the parties, that this MOU provides canine



compensation less than the minimum required under the FLSA, the City may in its discretion rescind Article 7.D.2.; however, prior to rescinding Article 7.D.2., the City will meet and confer with the Association to attempt resolve any dispute. In the event that an officer performs any unusual or extraordinary work related to the canine assignment, which work should be accounted for outside of this MOU, the officer shall immediately report such occurrence in writing to his or her supervisor.

E. Bilingual Pay

Each employee who meets the City's certification and eligibility requirements shall be compensated an additional \$75.00 per month, beginning the pay period following testing and certification. The City will choose the languages qualifying for bilingual pay.

F. Overtime

The following overtime policy shall be applicable to employees represented by this Agreement.

1. Hours worked

Police Officers will be paid at base wage for regularly scheduled hours actually worked during each work period.

2. Shift Extension

Hours worked as an extension of a scheduled tour of duty or as an additional shift will be paid at the rate of one and one-half times the employee's regular rate to the closest quarter of an hour to the extent required by the FLSA.

3. Scheduled Appearance and Callout

Duty required scheduled appearances (i.e. trials, hearings, meetings and special assignments) and callouts for unplanned events that occur during a time when an employee is not scheduled for duty will be compensated at the rate of one and one-half times the employee's regular rate to the closest quarter of an hour to the extent required by the FLSA, utilizing the guidelines outlined below. Scheduled appearance overtime will start at the time the employee is required to appear. (Exception: When such appearance is outside the City of Fairfield, round trip travel time to and from the appearance location, or the actual time traveled, whichever is less, shall be considered compensable time.) Callouts begin at the time of notice to the employee, however, personal functions not essential for response shall not be considered compensable time.

- a. When a scheduled appearance or callout begins less than four (4) hours before the start of the employee's next scheduled shift, overtime compensation will begin as specified in Article 7.F.3. and continue until the start of the employee's next scheduled shift, including any lunch recess that may be involved.
- b. When a scheduled appearance or callout begins four (4) hours or more before the start of an employee's next scheduled shift and continues up to or beyond the start of the employee's next scheduled shift, overtime compensation will begin as specified in Section Article 7.F.3. and continue until the start of the employee's next scheduled shift, including any lunch recess that may be involved.
- c. When a scheduled appearance or callout begins four (4) hours or more before the start of an employee's next scheduled shift and ends prior to the start of the employee's next scheduled shift, overtime compensation will begin as specified in Article 7.F.3.. and continue until the employee is released from duty, including any lunch recess that may be involved. If the time between the start of the scheduled

appearance or callout and the employee being released from duty amounts to less than four (4) hours the employee will receive four (4) hours of overtime compensation.

- d. Multiple scheduled court appearances on the same day shall be paid straight through from the start of the initial appearance through the last appearance when the employee is released. In such instances there shall not be multiple four (4) hour minimums. For the purposes of this section, this does not include special assignments that are voluntary such as DUI detail, mall detail, crime suppression details, sporting events, dances, etc.
- e. In a situation where there is one or more scheduled appearances in a day, where the employee is finally released or the four (4) hour minimum has expired, (whichever is greater), and the employee is subsequently called out, an additional four (4) hour minimum shall apply for such callout.
- f. In the case of a DMV Hearing, if an employee has the option of conducting the hearing by phone, he/she may do so from a location other than the Police Department and receive a two-hour (2) minimum.

Both parties recognize that the City has no intention of altering any past practice with respect to use of an employee's time between his/her release from any scheduled appearance and the end of the four (4) hour minimum period.

The City shall continue to work with the POA and the District Attorney's Office on subpoenas and the impact those subpoenas have on scheduled days off.

#### 4. Cancellation of a Subpoena

Employees who have been subpoenaed to appear in Court on a regularly scheduled day off and are subsequently cancelled less than 48 hours prior to the Court appearance will be eligible to receive two (2) hours of pay at time and one-half of the employee's base wage.

If an employee is subpoenaed for a Court appearance on a Monday and this is the employee's regularly scheduled day off, the employee will be eligible to receive two (2) hours of pay at time and one-half of the employee's base wage unless the subpoena is cancelled at least 48 hours prior to the beginning of the employee's regularly scheduled weekend.

If the employee has multiple subpoenas on the same day, the employee may be eligible for an additional two (2) hours of pay if the second subpoena is scheduled more than two (2) hours after the first. Example: If the first subpoena is for 8:00 am and ~~you are~~ the appearance is cancelled after the 48 hour limit, and the second subpoena is for 10:30 am and the appearance is cancelled for that appearance, the Officer will be eligible to receive four (4) hours of pay at time and one-half of the employee's base wage. For purposes of this section, no Officer will be eligible for more than four (4) hours of additional pay in any one day. Officers may be noticed by the City or District Attorney's Office of Court cancellation.

Should the employee receive two subpoenas and one is cancelled while the other still requires the employee to attend, the employee will only be compensated for the scheduled

appearance pursuant to Article 7.F.3, Schedule Appearance and Callout. In this instance the employee will not be entitled to the two (2) hours of time and one-half pay.

5. **Overtime Pay Rate**

The overtime pay rate will be time and one-half the employee's regular rate. Employees have the option to be compensated in cash or by compensatory time off.

6. **Compensatory Time Off (CTO)**

Total CTO may not exceed 240 hours. Employees may cash-out CTO upon reasonable advance written notice to the City.

Employees may, with approval of their supervisors, take CTO. Requests for taking compensatory time off shall not be unreasonably denied. Supervisory approval for CTO requests may not be withheld except under those circumstances permitted under the Fair Labor Standards Act (FLSA). In the event of an employee grievance from denial of CTO, this section shall be interpreted in a manner consistent with the requirements of FLSA Section 7(o)(5).

7. **Overtime for Motor Officers**

Motor Officers shall only spend off-duty time cleaning and maintaining motor equipment with the advance written approval of their supervisor.

G. **Longevity Pay**

Officers will be eligible for additional increases of 2.5% based on their consecutive years of service as a Fairfield Police Officer. Officers may include up to three (3) years of service credit as a sworn law enforcement officer from another law enforcement agency. The longevity increase shall be as follows:

- 9 years - 2.5%
- 12 years – 5%
- 15 years – 7.5%

**ARTICLE 8. PROBATIONARY PERIOD AND MERIT INCREASES**

A. **Beginning Step and Merit Increases**

All Police Officer trainees will be hired at the lowest step of the wage scale. Upon successful completion of the Police Academy these officers will be moved to the next adjacent step. An employee who moves from a Police Officer Trainee to a Police Officer position, will receive the step of the new classification's wage scale closest to 5% without going under 5% and may not exceed the top step base wage of pay.

Police Officers other than trainees, depending on their experience and education background will be hired at a level higher than Step 1; the decision as to which level is to be made by the Chief of Police.

Employees at Step 2 or above shall be eligible for merit increases after completing 12-months of continuous satisfactory service.

**B. Promotion, Rejection During Secondary Probation, and Flexible Staffing**

**1. Promotion**

Upon promotion the employee will receive the step of the new classification's wage scale closest to 5% without going under 5% and may not exceed the top step base rate of wage.

A promotion is defined as moving from one classification to another classification where the top step base rate of wage of the new classification exceeds the top step salary base rate of wage of the previous classification. Employees who are promoted will serve a 12-month probationary period.

**2. Rejection During Secondary Probation**

An employee who has been promoted and who fails to satisfactorily complete his or her probation period will be returned to their prior job classification. Upon return to the previously held classification, the employee will have the same base rate of wage that they had prior to the promotion.

**3. Merit Date**

An employee's annual review date will change to correspond to the effective date of a promotion or demotion.

**C. Hiring and Promotions**

**1. Vacancies**

Appointments to vacant positions shall be based on merit and fitness as determined by a competitive selection process established by the Police Department and the Human Resources Department. Vacancies in positions above the entry level may be filled by promotion whenever one or more qualified candidates are available.

**2. Promotions**

Promotions shall be based on merit and fitness as determined by a competitive process established by the Police Department and the Human Resources Department. The minimum qualifications and the specific promotional process shall be published at least ten (10) days prior to the sign-up for the process.

**3. Selection**

Examinations for appointments and promotions shall be in such form as will fairly test the abilities and aptitudes of candidates for the duties to be performed. Selection shall include an oral interview by a panel of persons selected for their objectivity and familiarity with municipal and public safety operations.

**4. Eligibility Lists**

Candidates who qualify for employment or promotion shall be placed on an eligibility list for the appropriate job class.

**5. The City and the Association agree to meet upon the request of either party to discuss changes in the testing process, but nothing in this requirement shall be construed as requiring a formal meet and confer process as defined by State Law or by the Employee Relations Resolution.**

## **ARTICLE 9. WORK HOURS**

The FLSA work period is one hundred sixty (160) hours every 28-days.

### **A. Fixed Schedule**

Employees assigned to a fixed work schedule shall have specified starting times and ending times to their work shifts. These employees shall have a fixed number of hours per shift, though they may not have the same starting and ending times every day. Hours worked in excess of the scheduled shift shall be paid in accordance with the over-time policy.

1. 5 days work / 2 days off  
8 hours per work day
2. 4 days work / 3 days off  
10 hours per work day
3. 4 days work / 3 days off / 5 days work / 2 days off  
9 hours per work day
4. 4 days work days/2 days off / 5 days work / 3 days off  
9 hours per work day
5. 3 days work / 4 days off / 4 days work / 3 days off  
one additional day off to be assigned per 28-day FLSA work period  
12.31 hours per work day

NOTE: On schedules c, d and e listed above, work days indicated are not exact and would be adjusted to total 160 hours per 28 day FLSA work period.

### **B. Changes in Fixed Schedule**

Employees on a fixed work schedule shall be given as much notice as possible, and in no case less than 7 days, before any change in their regularly assigned shift duty days or days off. Starting and ending times of their regularly assigned shift may be adjusted upon mutual agreement between the employee and the Department.

This clause shall not apply to officers who are injured on or off duty and need to be assigned to the personnel manager for the purpose of arranging medical treatment or a light duty assignment.

This clause shall also not apply in the case of emergency needs of the department caused by natural disaster or a large scale crime incident.

If less than 7 days notice is provided and the employee's regularly scheduled shift is changed, the employee shall receive compensation at the overtime rate for the first rescheduled duty day.

### **C. Seniority List**

The Association shall establish a seniority roster for all Police Officer personnel below the rank of sergeant. Seniority of police officers hired, rehired or reinstated after establishment of the seniority roster will be determined in accordance with Departmental guidelines.

Following adoption of the seniority roster when a rotation of patrol and/or traffic shifts occur a roster of available days off will be posted for each shift, officers assigned to a shift will then



be allowed to select days off based on seniority. Rotation of shifts shall occur on an approximately four (4) month cycle.

D. Flexible Schedule

Employees assigned to a flexible work schedule shall have the responsibility for working a minimum of 160 hours per 28-day FLSA work period. Employees assigned to a flexible work schedule shall be notified by personnel action form.

Employees on a flexible schedule shall have a general understanding or agreement regarding when the employee will routinely report to work (e.g. Monday-Friday 2:00-10:00 p.m.). That normally scheduled work day may be flexed at any time to accommodate Department operations.

If an employee has already worked the normally scheduled work day and is subsequently called back to duty before the next normally scheduled work day, the employee shall receive compensation at the overtime rate to the closest quarter of an hour in accordance with Article 7.F. Overtime.

Should the Department direct an employee to flex their schedule in the next work week, the Department will provide the employee 48 hours notice prior to the last worked day of the week. If the Department directs an employee at the end of the work period to flex hours to avoid exceeding 160 hours worked, it must provide at least 48 hours written or verbal notice. Employees working in excess of 160 hours per 28-day FLSA work period shall be compensated in accordance with the overtime policy.

If flexible schedule employees are assigned to schedules with other than weekends off, to the extent possible, consistent with department needs, days off shall be selected by seniority.

When employees assigned to flexible schedule are required to work more than two hours past the end of their normally scheduled work day, they shall be compensated in accordance with the overtime policy and the compensated time shall be excluded from counting towards the minimum work required of 160 hours minimum within the 28-day FLSA work period.

E. Rest Periods

Whenever an employee is assigned to a fixed schedule shift of more than 10 hours, there shall be a mandatory minimum rest period of seven (7) consecutive hours between the end of one scheduled work shift and the start of the next scheduled work shift.

Example:

1. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 1 p.m. the same day, the 7 consecutive hours occurs between 6 a.m. and 1 p.m. and there is no mandatory rest period after the court appearance is completed.
2. If an employee completes a regular work shift at 6 a.m. and has a scheduled court appearance at 10 a.m. the same day, and the court appearance is over by 10:42 a.m., the 7 consecutive hours occurs between 10:42 a.m. and 5:42 p.m., the beginning of the next work shift. Therefore, there is no mandatory rest period after the court appearance is completed.
3. If an employee completes a regular work shift at 6 a.m. and has a court appearance at 8:30 a.m., and the court appearance is completed at 12 noon, and the employee is scheduled to come back to work for a regular work shift that day, the employee may not come to work

for the next regular work shift that day until at least 7 p.m. The employee is not required to take either vacation, compensatory time or unpaid leave to cover the absence. An employee requiring a mandatory rest period shall immediately coordinate that absence with the on duty supervisor.

**F. Breaks**

Employees working fixed schedules on eight (8) or nine (9) hour shifts shall be entitled to one 30-minute lunch break and two 15-minute breaks per shift.

Employees working a fixed schedule on a ten (10) hour shift shall be entitled to one 30-minute lunch break and three 15-minute breaks.

Employees working a fixed schedule on a 12-hour shift shall be entitled to one 45-minute lunch break and three 15-minute breaks. Employees working a fixed schedule on a 12-hour shift may combine any two (2) break periods once during each shift.

Employees are subject to callout at any time during breaks.

**ARTICLE 10. LIGHT DUTY**

Light duty may be provided for employees who are unable to work due to injury or illness from either industrial or non-industrial causation. Further, workers' compensation law and disability plans provide that an employee is not entitled to temporary disability benefits if suitable light duty work is available. The basic principles are as follows:

- a. The employee is temporarily not able to resume full duty, but is capable of performing some work duties.
- b. The employer may develop a light duty work assignment commensurate with the employee's temporary work restriction.
- c. If the employer is unable to offer light duty work, the employee is entitled to continued temporary disability benefits until the employee is able to resume normal duties, or is permanent and stationary, whichever is earlier.
- d. If the employee declines suitable light duty work, the employee is no longer entitled to temporary disability benefits.

The City's policy and procedure for light duty is available in Appendix 1.

**ARTICLE 11. LEAVE/TIME OFF**

**A. Holidays**

Holiday credit shall be accrued on the following basis:

In Lieu Holidays	8 days/year	2.462 hours/pay period
Paid Holidays	5 days/year	1.54 hours/pay period

In-Lieu holidays earned shall show on the check stub as "vacation in-lieu".

**B. Floating Holiday**

Employees shall receive eight (8) hours of floating holiday time per year. This time will be credited in pay period 01 of each year. This bank has no cash value, may not be cashed at separation, and must be used in the year that it is provided.

Newly hired employees hired after pay period 01 but before pay period 13, shall be entitled to four (4) hours of floating holiday time in their first year of employment. This time will be credited in pay period 13 of the new employee's first year. The maximum accrual of floating holiday hours is eight (8) hours per calendar year.

C. Vacation

Vacation leave with pay shall be accrued on the following basis:

<u>Years of Service</u>	<u>Accrual Rate</u>
From date of hire through year 3	3.08 hours per pay period (10 days per year)
Beginning of year 4 through 10	4.62 hours per pay period (15 days per year)
Beginning of year 11 and over	6.16 hours per pay period (20 days per year)

The maximum vacation hours that may be accrued is two (2) times the employee's annual accrual rate.

Vacation credit is earned on a biweekly basis and expressed in terms of hours available on the biweekly check stub.

During the first 12 months of employment no vacation may be taken. Upon completion of 12 months of continuous full-time service, vacation accrued during the previous 12-month period may be taken. Vacation credits earned during each anniversary year at the rate indicated above.

Upon separation from the City, employees shall be paid for any unused vacation credit, providing they have been employed full-time for at least one full year.

Vacation Cash Out

POA represented employees may cash out up to 80 hours of their vacation balance each calendar year provided that employees exercising this option to cash out vacation must maintain a minimum balance of 160 hours of vacation after the cash out.

D. Sick Leave

1. Sick Leave Accrual and Use

Employees shall receive 12 working days of sick leave with pay for each full year, accrued biweekly at a rate of 3.70 hours per pay period. At the time of hire, employees are eligible for sick leave. There shall be no limit on the amount of accumulated sick leave.

Sick leave shall be allowed and used solely for cases of actual personal sickness or disability, medical or dental treatment or as authorized for other necessary health reasons and may be used by the employee for attendance upon a member of his/her immediate family who is seriously ill and requiring the care and attention by the employee. An employee intending to use sick leave for medical/dental appointments shall notify his/her immediate supervisor in advance of the appointment.

For purposes of this section immediate family is defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, spouse, domestic partner, son, daughter, step child, brother, sister, grandparent, grandchild, foster parent, or a child for whom the employee is legal guardian.

2. Sick Leave Cash Out

Except as herein provided, all employees may be paid annually on the first regular paycheck in December, 25% of the unused sick leave earned during the previous 12 month period, ending the last pay period in November.

Employees leaving City service at their own request shall be compensated for 25% of unused sick leave earned between the end of the last pay period the previous November and the date of termination.

Employees terminated or who resign in lieu of termination from City service shall not be eligible for benefits as outlined in this paragraph.

If an employee dies while in City service, his beneficiary shall be entitled to the same.

3. Sick Leave Cash Out with Death

If any employee dies after completing five (5) full years of employment, his beneficiary shall be entitled to reimbursement for 50% of accumulated unused sick leave.

4. Sick Leave Cash Out with Duties Related to Death

If an employee dies due to a duty-related death, his beneficiary shall be entitled to reimbursement for 100% of accumulated unused sick leave.

5. Separation Sick Leave Cash Out After 15 Years of Continuous Service

Computation would begin after 15 years at a base rate of 30% and increase two percent (2%) each year thereafter until a maximum of 50% is reached.

6. Regular Retirement and Sick Leave Cash Out

Upon regular PERS retirement, with at least 15 years of City service, the City will pay 75% of unused sick leave. Mutually exclusive with Article 11.C.7. Disability Retirement and Sick Leave.

7. Disability Retirement and Sick Leave

Pursuant to Government Code Section 21025.2, employees covered by this MOU shall not be entitled to delay the effective date of their disability or industrial disability retirement until the expiration of their accumulated sick leave.

8. Industrial Disability Retirement Sick Leave Cash Out

When an officer with at least 15 years of City service is injured in the line of duty and thereby permanently disabled from performing police duties, and retires with an industrial disability from PERS, the officers shall be entitled to cash out 75% of accrued unused sick leave at the time of separation from the City, regardless of City tenure:

- a. The officer is required to have filed for industrial retirement with PERS prior to his/her separation date with the City; and
- b. The City must agree that the disability is industrial, as defined by PERS, or there must be a final legal decision that the disability is industrial.

9. Continuous Service and Additional Sick Leave Cash Out

After fifteen (15) years of continuous service, if an employee has accrued at least 8.1 days of sick leave for each year of service, the City will pay an additional 10% of unused sick leave under paragraphs Article 11.C.5. Separation Payoff After 15 Years of Continuous Service and 11.C.6. Regular Retirement and Sick Leave Cash Out. This calculation shall not be affected by "early distribution" sick leave credits made pursuant to Article 11.C.8. Early Distribution.

10. Early Distributions

Notwithstanding any other provision of this section, an employee with over 640 hours of sick leave as of the first regular paycheck in December, shall receive a sick leave credit equal to the product of the hours over 640 and the pay rate then in effect, and such amount shall be contributed by the City to the Retiree Medical Expense Program established pursuant to Article 12.H. Retirement Savings. The POA may change the threshold number of hours of sick leave in future years by notifying the Human Resources Department by December 1 of each year.

At the time the employee's separation payoff is computed pursuant to Article 11. D. Sick Leave, 5, 6, 7, and 8, the difference between 100% and the computed separation payoff percent shall be multiplied by the number of "early distribution" sick leave hours that such employee received in previous years, and the product of the resulting numbers of hours and pay rate in effect upon separation shall be subtracted from the sick leave separation payoff computed pursuant to Article 11. D. Sick Leave, 5, 6, 7, and 8. If insufficient sick leave hours remain at separation, resulting in an overpayment of sick leave hours previously transferred, the employee's RHS account balance will be debited to reimburse the City for the over payment.

At the time the employee's **retirement** payoff is computed pursuant to Article 11. D. Sick Leave, any "Early Distribution Hours" shall be combined with the current sick leave bank balance for the calculation of available leave hours.

At the time of the employee's **resignation or termination** if, as a result of the calculation pursuant to Article 11.D. Sick Leave, the City has over contributed to the employee's ICMA Vantage Care account, resulting in an overpayment of sick leave, an employee with less than 15 years of continuous employment will have their RHS account debited using the average hourly rate for all hours previously transferred to reimburse the City for the over payment.

E. Bereavement Leave

Leave of absence with pay up to ten (10) days may be authorized for an employee solely by the Police Chief in the event of death or serious traumatic injury in the employee's immediate family. For the purposes of this section, immediate family is defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, spouse, domestic partner, son, daughter, step child, brother, sister, grandparent, grandchild, foster parent, or a child for whom the employee is legal guardian. Bereavement leave shall not accrue to any employee as vested leave. The number of authorizations that may be made to an employee are not limited.

For the purpose of this section, a "serious traumatic injury or illness" is defined as a sudden and unexpected event which requires prompt and immediate attention from the employee without delay. It may also include attending to the need of an immediate family member who



is expected to die in the immediate future. Bereavement leave shall be taken immediately in conjunction with the event of death or serious traumatic injury or illness.

## **ARTICLE 12. HEALTH, LIFE INSURANCE, AND OTHER BENEFITS**

### **A. Medical and Dental Insurance**

Full-time employees are eligible for health and dental coverage beginning the first day, of the first month, after date of hire. Effective July 1, 2017, the City contribution to medical insurance premium for the 2017 benefit plan year will be based on 50% of the increase of premium between the 2016 and 2017 Kaiser \$35 copay plan; for dental the City will base its increase in contribution on 50% of the increase of premium for the Cigna Dental HMO plan.

Effective the first full pay period in July 1, 2018, the City contribution to the medical insurance premium for the 2018 benefit plan year will increase, if any, by 50% of the difference between the 2017 and 2018 Kaiser \$35 copay plan.

Effective the first full pay period in July 1, 2019, the City contribution to the medical insurance premium for the 2019 benefit plan year will increase, if any, by 50% of the difference between the 2018 and 2019 Kaiser \$35 copay plan.

Effective the first full pay period in July 1, 2020, the City contribution to the medical insurance premium for the 2020 benefit plan year will increase, if any, by 50% of the difference between the 2019 and 2020 Kaiser \$35 copay plan.

### **Health Insurance Opt-Out**

Employees providing proof of other coverage may drop health/dental coverage and receive taxable income, of \$518 per month subject to the following requirements. Employees electing dental only receive \$518 per month less the cost of the premium for the dental plan in which they have enrolled. Employees electing medical only do not receive any payments.

1. The employee opting-out of City health coverage must certify that the employee, and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
2. During the City's annual open enrollment period, the employee must complete an annual written attestation confirming that the employee and the other members of the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the City no later than 30 days if the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimum Essential Coverage Plan.

The City is legally required to immediately stop conditional opt-out payments if medical insurance premiums increase from one year to the next by an amount greater than allowed by applicable law.

3. The employee understands that the City is legally required to immediately stop conditional opt-out payments if the City learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

If, during the term of the Agreement, Kaiser no longer offers the medical plan described and/or the Cigna Dental HMO is no longer offered, the City will adjust its medical/dental plan contribution for employees to the Kaiser plan with the lowest premium at the applicable rate, and the Cigna Dental plan with the lowest premium at the applicable rate.

The City shall not automatically assume responsibility for the increase in employee medical and dental premiums after the expiration of this Agreement.

The City will advise the bargaining unit of healthcare premium renewals and will schedule a meeting with the City's Broker of Record to allow the unit to ask questions about the rates and plans.

#### B. Retiree Medical Program

Employees may continue enrollment in City retiree health plans at their option, and at their cost, upon retirement. Employees will be allowed a one-time irrevocable election at the time of retirement to elect retiree coverage. Retirees may be enrolled in either the health or dental plans, or both. Retirement shall mean employees who retired from the City of Fairfield with a PERS retirement at the time of separation and who remain continuously retired under PERS.

Retirees are responsible for paying the full cost of the premium by the due date set by the City. If payment is not timely received, the retiree and any spouse or dependent, shall be terminated from the program without right to re-enroll at a later date.

Retirees must enroll in a Medicare-supplement plan when they become eligible for Medicare, presently at age 65. Failure to enroll in a Medicare-supplement plan will result in termination from the program. The Medicare premium is the responsibility of the retiree.

In the event of a death of a retired employee, the surviving spouse and dependents who are participating in the city plan at the time of death of the retired employee, may continue on the City health insurance plan at his/her own cost under COBRA regulations only, subject to plan restrictions and conditions.

For all retirees, once health and dental coverage is terminated, it cannot be later reinstated.

#### C. Vision Care

The City will pay the premium for vision care coverage only under the Kaiser Plan, unless negotiated otherwise by the City's insurance broker. For employees not covered by Kaiser, the City will reimburse up to a maximum of \$300 total per calendar year for the employee and his/her immediate family for eye exam and prescription glasses/contacts. Amounts not used in any year cannot be carried forward to future years. Receipts must be submitted for reimbursement.

The City will not contribute toward the cost of any plan other than those specifically sponsored by the City.

D. Life Insurance

The City shall provide life and accidental death/dismemberment insurance. The limitations shall be 1.5 times the annual salary of the officer up to \$150,000.

E. Funeral Benefit

In the event an officer is killed by a violent act or accident in the line of duty, the City will pay the funeral expense up to \$12,000. The City will issue a check for up to that amount to the funeral home chosen by the officer's next of kin. This benefit shall be considered an advance of any like kind benefits due in Worker's Compensation Benefits.

For the purposes of this MOU, "killed by a violent act or accident in the line of duty" shall mean that death from a violent act or accident occurred as a result of activities within the scope and course of the officer's employment.

F. Short Term Disability (STD)

The City administers the self-funded STD plan. The STD benefit schedule shall match the State Disability Insurance (SDI) benefit schedule. The benefit commences after a 7-day waiting period, or immediately, if hospitalized. Coverage is for non-industrial injuries for a maximum of 180 days. An employee is eligible the first of the month after three (3) months continuous employment. The employee will pay the monthly premium, which may be adjusted annually based on an actuarial study.

G. Long Term Disability (LTD)

Employees will be eligible the first day of the first month after date of hire. There will be a 180-day waiting period after the date of the non-industrial injury or illness causing the disability before employees are eligible for benefits. The maximum benefit will be equal to 60% of salary, subject to the benefit maximum. The City reserves the right to change insurers at its sole discretion.

H. Retirement Savings

1. 457 Plan

During the term of this agreement, the City shall contribute \$150.00 per month per employee toward a retirement savings program adjusted annually (between deferred compensation and a retiree health insurance funding program). The Association may change this amount in future years to be between -0- and \$150.00 per month by notifying the Human Resources Department by December 1st of each year. Upon approval of the City Attorney, the value of 100% of compensatory time off hours to be paid off at separation shall be deposited by the City to the Retiree Medical Expense Program Article 12.H.2.

2. Retire Health Savings Account

The City shall contribute \$100.00 per month per employee towards each employees' ICMA VantageCare health savings account.

The retiree health insurance funding program established under this agreement shall remain separate and apart from any other City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. The distribution

between the two programs shall be determined annually based on consultation between the City and the Association. Subsequent contributions to this program shall be made from the City's contributions to retirement savings set forth above. At its option, the Association may choose an administrator other than the City for its retiree health insurance fund. After the transfer of assets of the retiree health insurance fund from the City to the Trustee (selected by the Association), the City will to remit the retiree health insurance pay deductions to the Trustee. The City will send a check no later than five (5) working days following the second pay period of the month to the Trustee for the retiree health insurance pay deductions (Trust document reference Article IX section 2). The Association agrees to give the City thirty (30) days notice for any changes to the benefit deductions for current employees and benefit levels to retirees. The Association also agrees to give the City thirty (30) days notice for any additions or deletions to the current list of employees (including dependents) receiving benefits from the retiree health insurance fund. Effective with the establishment of the program in paragraph "C" the designated amount of City contributions will go to the program and not the Trustee.

#### **ARTICLE 13.           UNIFORM ALLOWANCE, UNIFORM AND SAFETY EQUIPMENT ISSUANCE**

##### **A. Uniform Allowance**

The uniform allowance is \$1,250 per year.

On the first paycheck in June, the City shall pay one half of the uniform allowance to each officer who has completed 12 months of continuous service prior to the date of payment. The second half of the uniform allowance shall be issued on the first paycheck in December to each officer who has completed 12 months of continuous service prior to the date of payment.

The City shall pay an additional \$370 annual uniform allowance the first full pay period in December to each motorcycle officer who has completed 12 months of continuous motorcycle duty prior to the date of payment.

##### **B. Uniform Issuance**

The City will provide each new officer two (2) initial standard uniforms.

The City shall provide motorcycle officers:

- 1 leather jacket
- 2 pairs of motor pants
- 1 pair of motor boots
- 1 pair of winter gloves
- 1 set of thermal underwear

Uniforms damaged in the line of duty shall be replaced or repaired in accordance with existing Police Department policy.

C. Safety Equipment Issuance

City shall furnish each new employee with the following safety equipment:

1. Flashlight
2. Foul weather garments
3. Firearm
4. Nightstick (baton)
5. Handcuffs
6. Leather equipment
  - a. Belt
  - b. Holster
  - c. Key strap
  - d. Cuff case
  - e. O.C. spray holder
  - f. Ammo holder
  - g. Baton ring
7. Ballistic vest
8. O.C. spray
9. Ammunition

Equipment that is damaged or lost will be replaced or repaired in accordance with existing Police Department policy.

D. Ballistic Vest

The City will replace each ballistic vest issued to employees at the expiration of the current certification of the vest and each time thereafter. It shall be the responsibility of each employee to notify the City at the expiration of his/her certification.

The City will replace the old vest with a new threat level III(A) ballistic vest.

It shall be the responsibility of each officer to replace the fabric carrier if it wears out prior to the vest.

E. Safety Equipment Vesting

Any interest that the City acquires through the issuance or payment of maintenance allowance for safety equipment shall vest in the employee after seven (7) years of continuous service with the department as a sworn officer.

**ARTICLE 14. TUITION REIMBURSEMENT**

The City will provide a tuition and books reimbursement program for educational activities which are directly job related and approved in advance by the Chief of Police subject to reimbursement guidelines established by the City's Human Resources Department.

The maximum annual calendar year tuition reimbursement is \$4,000.



## **ARTICLE 15. POST REIMBURSEMENTS**

Employees in POST training will receive \$24.00 per diem per day for meals. The per diem amount will be adjusted according to POST guidelines for meals. Lodging and other training related expenses will be reimbursed/paid at actual amounts based upon submitted receipts according to City procedure.

## **ARTICLE 16. RETIREMENT/PERS**

### **A. Retirement Benefits**

The City's contract with the California Public Employee's Retirement System (PERS) provides for the following retirement benefits:

1. Tier 1 – Retirement benefits for classic members hired on or prior to June 30, 2012 shall receive the following PERS benefits.

- 3.0% @ age 50 retirement formula (GC 21362.2)
- Single highest year compensation (GC 20042)
- Death Benefits — Basic Level (GC 21532)
- 1959 Survivor's Benefits (Level IV) (GC 21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC 21551)
- PERS unused sick leave credit option (GC 20965)
- Military service credit as public service (GC 21024)
- Employee Sharing Cost of Additional Benefits (GC 20516)

2. Tier 2

Subject to the agreement in advance by all bargaining agents representing employees classified by PERS as Police Safety, the City will amend its contract with CalPERS to provide new hires with the following PERS retirement features:

- 3.0% @ age 55 retirement formula (GC 21363.1)
- Three year average of final compensation (GC 20037)
- Death Benefits — Basic Level (GC 21532)
- 1959 Survivor's Benefits (Level IV) (GC 21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC 21551)
- PERS unused sick leave credit option (GC 20042)
- Military service credit as public service (GC 21024)
- Employee Sharing Cost of Additional Benefits (GC 20516)

3. Tier 3 – New members, as defined by PERS, hired on or after January 1, 2013, shall receive the following PERS benefits.

- 2.7% @ age 57 retirement formula (GC 21362.2)
- Three year average of final compensation (GC Section 20042)
- Other benefits as defined by PEPRA 2013

### **B. Employee PERS Contribution**

The classic employee contribution rate shall be 11.25%. At the beginning of the term of the MOU, the City paid 4.5% and each Classic employee paid 6.75%.

Effective the first full pay period following City Council adoption of this MOU, each Classic employee shall pay an additional 1.25% of pensionable wage to fund the Classic employee contribution for a total of 8.0%.

Effective the pay period including July 1, 2018, each Classic employee shall pay an additional 1.25% of pensionable wage to fund the Classic employee contribution for a total of 9.25%.

Effective the pay period including July 1, 2019, each Classic employee shall pay an additional 1.0% of pensionable wage to fund the Classic employee contribution for a total of 10.25%.

Effective the pay period including July 1, 2020, each Classic employee shall pay an additional 1.0% of pensionable wage to fund the Classic employee contribution for a total of 11.25%.

Employees determined to be "new" members by CalPERS pursuant to PEPRa shall contribute one half of the normal cost of the benefits, as determined by CalPERS.

Employer paid member contribution (EPMC) is reported to PERS as salary for PERS retirement purposes only.

#### **ARTICLE 17. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City will provide an EAP that employees may utilize at any time.

The Chief of Police and department managers may require employees covered by the Association to attend an EAP counseling session(s) during working hours for work related matters. The purpose of the session(s) is to assist the employee in receiving advice about workplace issues.

#### **ARTICLE 18. INTERNAL AFFAIRS PANEL**

The Internal Affairs Panel is a group of three (3) members representing the Police Department and the bargaining unit whose responsibility is to objectively examine the facts of administrative internal investigations. The Internal Affairs panel shall consist of two sworn police department managers who are not a party to the investigation and shall be designated by the Chief of Police. The third member shall be a representative of the bargaining unit.

Whenever a complaint is filed either externally or internally against any member of the bargaining unit, and, after the investigation is completed, the manager of the internal affairs process will review the investigation. If it appears the complaint disposition may be either sustained or partially sustained, then at the request of the accused officer, the Internal Affairs Panel shall be convened. The panel makes appropriate, unbiased recommendations on any punitive action that may be taken against a member of the bargaining unit.

The Internal Affairs Panel shall:

1. Review the facts of the investigation.
2. Attempt to reach consensus on the disposition (not sustained, sustained, partially sustained, exonerated, unfounded).
3. Recommend further action to be taken, if any, to the Chief of Police.

The findings of the panel shall be advisory in nature and written in a memorandum to the Chief of Police. If consensus cannot be reached, a minority and majority opinion may be forwarded to the Chief of Police. The findings of the panel shall be reviewed by the manager of the internal affairs process who may concur or write a separate recommendation to the Chief of Police.

In any investigation where the Internal Affairs Panel has reviewed the investigation and made a recommendation of disciplinary action, the appeal of the disciplinary action will be directed to the Chief of Police who shall meet with the affected parties and render a decision within ten (10) working days. For written reprimands, there shall be no appeal of the Chiefs decision. For suspensions of one (1) or more days, the employee may choose to use the discipline procedure.

#### **ARTICLE 19. GRIEVANCE PROCEDURE**

Definition of Grievance and Grievant - A dispute over the interpretation, application or enforcement of Department policies and procedures, or this MOU, but, specifically, not involving disciplinary actions for employees. A grievant may be an employee, group of employees or the Association.

1. The grievant shall discuss the grievance with the immediate supervisor involved in the grievance within 14 calendar days of its occurrence.
2. If a satisfactory solution has not been reached within 14 calendar days, the matter shall be referred to the Division Commander involved in the grievance. The grievant and the supervisor shall submit separate memoranda setting forth their respective views.
3. The Division Commander shall respond in writing within 14 calendar days.
4. If, after the receipt of the decision from the Division Commander, the grievance has not been satisfactorily resolved, the grievant and/or the Association may, within 14 calendar days, request a meeting with the Chief of Police.
5. The Chief of Police shall meet with the grievant within 14 calendar days after receipt of the request.
6. The Chief of Police shall render a written decision not later than 14 calendar days.
7. If after receipt of the decision from the Chief of Police, the grievance has not been satisfactorily resolved, the grievant may request a hearing. The request must be made within 14 calendar days of receiving the decision from the Chief of Police, and must be in writing to the City Manager.

The City Manager shall appoint a hearing officer who shall conduct an administrative hearing. The City Manager, or designee, shall consult with the recognized representative prior to making the appointment. The hearing officer shall be a neutral party from outside the organization.

The fees and expenses of the hearing officer shall be borne equally by the parties. A court reporter may be included in the proceedings upon mutual agreement of the parties, the cost of which shall be split between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

8. The time limits may be shortened or lengthened, upon mutual agreement, and any of the steps may be waived upon mutual agreement.

#### **ARTICLE 20. DISCIPLINE PROCEDURE**

As used in this section, working day shall refer to the employee's working day or to the working day of the other party involved (supervisor, division commander, Chief of Police, City Manager and/or their designees), depending upon whose response or action is pending.



A. Written Reprimand

For written reprimands steps 1-6 shall be followed.

1. The immediate supervisor may meet with an employee to discuss proposed discipline action after notifying the employee in writing that such a meeting is being held for the purpose of ascertaining whether disciplinary action is appropriate.
2. After any meeting or meetings held under paragraph A.1, the supervisor shall notify the employee of the proposed discipline action by written notice containing the following information:
  - a. A description of the action taken and its effective dates.
  - b. A clear and concise statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
  - c. A statement advising the employee of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
  - d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.
  - e. A statement advising the employee of the method and right to appeal and the time within which the appeal must be made.
3. If the employee disagrees with the proposed disciplinary action, he or she shall within 14 calendar days of the written notice request a meeting with the supervisor recommending discipline to attempt to resolve the issue.
4. The supervisor shall confirm the results of the meeting in a memorandum to the employee.
5. If a satisfactory solution has not been reached under Article 20.A.3. within 14-calendar days, the employee may submit the matter to the employee's division commander for discussion.
6. If, after thorough discussion, the division commander has not been able to satisfactorily resolve the issue within 14 calendar days, it shall be referred to the Chief of Police. The division commander shall prepare a written memorandum setting forth the recommended disciplinary action. The Chief of Police shall meet with the affected parties and render his/her final decision within 14 calendar days.

B. Suspensions, Demotions, and Terminations

For suspensions of one (1) or more days, demotions, or terminations, Steps 1-6 under paragraph A. shall be followed. However, an employee may be placed on administrative leave with pay when exigent circumstances exist that requires immediate removal from duty. In addition to steps 1-6 under paragraph A., the additional steps below shall be followed for suspensions of one (1) or more days, demotions, or terminations:

1. An employee who has been suspended for one (1) or more days, demoted, or terminated, may appeal the decision of the Chief of Police concerning the action, within 14 calendar days of receiving the Chief's decision. The City Manager shall appoint a hearing officer who shall conduct an administrative hearing. The City Manager or designee shall consult

with the employee's representative prior to making the appointment. The hearing officer shall be a neutral party from outside the organization.

2. The fees and expenses of the hearing officer and court reporter shall be shared equally among the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
3. A party requesting a transcript to the hearing shall bear the cost thereof. The hearing officer shall make a recommendation to the City Manager to sustain, modify, or reverse the disciplinary decision. A copy of the recommendation will be given to the employee. The City Manager will issue a final decision within 14 calendar days of receiving the recommendation, and may but is not required, to accept the hearing officer's recommendation.
4. This procedure does not constitute a waiver of the employee's right to request a review of the City's decision in a court of law pursuant to Code of Civil Procedures Section 1094.5.

C. Documented Oral Counseling

Employees who receive a documented oral counseling may appeal such counseling memo through their chain of command to the Chief of Police. If, after appealing to the Chief of Police, the employee is still dissatisfied the employee may appeal to the Director of Human Resources or designee who may sustain, modify, or retract the memo. Such decision shall be final.

The timelines for the employee to appeal the memo shall coincide with the appeal process for discipline 14 working days at each level. Should the 14 days elapse, the appeal will be considered withdrawn and the employee shall have no further appeal rights.

**ARTICLE 21. NO STRIKE**

The Association agrees that participation in a strike, work slowdown, or work stoppage shall subject the employee to disciplinary action, up to and including discharge.

The Association, its representative, or members, shall not engage or cause, instigate, encourage, sanction or condone a strike or work stoppage, or work slowdown of any kind. No employee shall refuse to cross any picket line in the conduct of police department business, nor shall the Association, its representative or members discriminate in any way toward anyone who refuses to participate in a strike, work slowdown, or work stoppage.

Strike, work slowdown, or work stoppage means the concerted failure to perform or report for duty, the willful absence from one's position, the stoppage of work, or abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

**ARTICLE 22. LAYOFF**

A. Policy

The City retains the right to abolish any position, reduce the work force and layoff employees when it becomes necessary due to economic conditions, organizational changes, lack of work, or because the necessity for a position no longer exists. The City's layoff policy provides the following criteria to be followed during a reduction in force.



B. Definition

Layoff shall be defined as the involuntary and non-disciplinary separation of a Police Officer from city service by the City Manager or City Council.

C. Notice of Layoff

The City shall notify the Association as soon as it realizes that layoffs may be necessary. Police Officer(s) who will be laid off shall receive at least thirty (30) days written notice in advance of the layoff date. The City may choose to give the employee who shall be laid off up to 30 days severance pay in lieu of the thirty days written notice.

D. Order of Layoff

The order of layoff shall be in inverse order of seniority with seniority being determined by date of hire into the class of Police Officer with the City of Fairfield. Additionally, time spent on military leave if such military leave was approved or authorized by law will not affect the Officer's seniority if the Officer was a full-time Fairfield Police Officer when he/she performed such military duty.

The order of layoff shall be as follows:

1. Probationary employees
2. Regular full-time employees

E. Layoff Procedure

1. Prior to the establishment of the final order of layoff, the City Manager or his designee shall furnish affected employees a copy of the "Proposed Order of Layoff." Notice will be hand delivered to employees whenever possible.
2. If the employee wishes to contest the application of the "Order of Layoff" criteria set forth in this policy to his/her position on the list, he/she may appeal with any supporting materials to the City Manager or designee. This request should be directed to the City Manager or designee within seven (7) calendar days following the establishment and distribution of a "Proposed Order of Layoff" list. The employee will be allowed representation during the appeal process.
3. After meeting with all employees wishing to be heard with respect to their position on the layoff list, the City Manager or designee shall establish the "Final Order of Layoff" list. The decision of the City Manager or designee shall be final and not subject to the grievance process or further appeal.

F. Rehire List

1. Police Officers laid off shall have their names placed on a rehire list for the position of Police Officer. A rehire list shall be maintained by Human Resources for a period of two (2) years from the date of layoff. Names shall be placed on the list in inverse order of seniority (last released, first rehired). Police Officers who are laid off shall be rehired before any new Police Officers are hired.

Individuals who qualify for rehire but do not respond to written notification to the last known address on file within 14 calendar days or who refuse in writing a rehire offer from the City shall have their names removed from the rehire list. It is the employee's responsibility to provide Human Resources with a current mailing address.

2. Medical Benefits

A Police Officer who is laid off shall have the option of maintaining his/her medical benefits through the City's group medical plans pursuant to COBRA. Such benefits will be at the expense of the Officer.

3. Rights Upon Re-hire

When an Officer is re-hired he/she shall:

- a. Retain his/her seniority date;
- b. Accrue vacation leave at the same rate at which it was accrued at time of layoff;
- c. Have any unused sick leave, that was not paid out to the employee at the time of layoff, reinstated;
- d. Be reinstated at the same salary range and step he/she held at the time of the layoff; and
- e. Have his/her retirement benefits reinstated in accordance with PERS Rules and Regulations.

4. Probationary Employees

Employees who are laid off while on probation shall remain in probationary status upon rehire according to the following schedule:

<u>Time Completed in Probation Prior to Layoff</u>	<u>Probation Term</u>
• Officers Hired at Entry 0-6 months	18 months
• Officers Hired at Entry 6-12 months	12 months
• Officers Hired as Laterals 0-6 months	12 months
• Officer Hired as Laterals 6-12 months	6 months

G. Miscellaneous

A Police Officer who is laid off shall receive payment for all earned salary, all CTO due and all accrued vacation at time of separation.

**ARTICLE 23. RESIDENCY REQUIREMENT**

Every sworn police officer shall maintain a residence within 60 minutes from the City of Fairfield Civic Center.

**ARTICLE 24. DRUG AND ALCOHOL TESTING**

The parties will follow the City of Fairfield Reasonable Suspicion Drug and Alcohol Testing Policy and Procedure as specified for the FPOA and City of Fairfield Administrative Policy, Chapter 200. Section 41 Drug and Alcohol Testing for City Employees. As a part of the City's commitment to the health and safety of employees, the City provides a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in the work place and that violation of this provisions would subject the employee to disciplinary action. The City has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work.

**ARTICLE 25. CALL OUT LISTS**

Any off-duty Officer is subject to call-out due to an emergency or at the Chief's request; however, the Police Department will not maintain a list in order of preference for calling out officers.

**ARTICLE 26. SEPARABILITY**

Except as specifically provided herein, if any article or provision of this MOU or any portion thereof is in conflict or inconsistent with applicable laws, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such article or provision, or portion thereof shall be suspended and superseded by such applicable law and the remainder of such article, provision, or portion thereof of the Agreement shall not be affected thereby.

**ARTICLE 27. MAINTENANCE OF MEMBERSHIP**

Unit employees covered by this MOU who are members of the Association, upon final ratification of this contract shall remain members in good standing with the Association for the full term of this MOU and all successive agreement, provided, however, that any member of the Association may resign membership in writing to the City and by certified mail to the Association, during the seven (7) calendar pay period commencing in July 1st of each year of the MOU.

**ARTICLE 28. ISSUES OF MUTUAL CONCERN**

The parties to this MOU have discussed staffing, minimum qualifications, and training, and both acknowledge the complexity of addressing these issues contractually. The Association acknowledges its responsibilities to discuss these issues with management when there is a concern. The City acknowledges it has an obligation to be receptive to discussing such concerns and to be responsive to the Association's concerns.

**ARTICLE 29. CONTINUANCE OF LABOR AND MANAGEMENT MEETINGS**

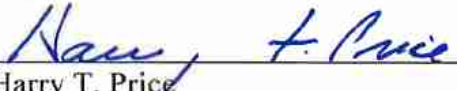
During the term of the Agreement, the Association and City agree that the parties will continue to meet to negotiate language revisions for the successor MOU that were not resolved during the Parties' negotiation that led to this Agreement.

**ARTICLE 30. CONCLUSIONS OF AGREEMENT**


This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this MOU, except as provided specifically herein, neither party shall be compelled to meet and confer on items affecting salaries or working conditions, except by mutual agreement of the parties.


SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING  
REACHED BETWEEN  
THE REPRESENTATIVES OF THE CITY AND  
THE FAIRFIELD POLICE OFFICERS' ASSOCIATION


City of Fairfield

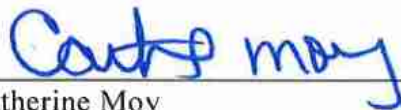
  
Harry T. Price  
Mayor

9-5-2017  
Date


  
Chuck Timm  
Vice-Mayor

  
Rick Vaccaro  
Councilmember


  
Pam Bertani  
Councilmember

  
Catherine Moy  
Councilmember

Fairfield Police Officers' Association

  
Jim Bickert  
Labor Relations Representative

Date

 8/31/17  
John Divine  
FPOA President

## **APPENDIX 1**

### **LIGHT DUTY POLICY AND PROCEDURE**

It is the City's policy to temporarily provide light or modified duty work assignments, when possible to all injured employees until they can return to full work status. However, the City is under no obligation to provide light or modified duty if there is none available.

A physician may return an injured employee to duty with work restrictions prior to releasing the employee to his/her regular full work duties. It is important that the treating physician understand the physical job demands of the injured worker in order to prescribe the proper work restrictions. The City must communicate with the treating physician the essential functions of the job classification so that necessary work restrictions may be determined. Risk Management consults with the physicians to provide this information on an as needed basis.

A "light duty" assignment is made when an employee's work restriction (s) can be temporarily accommodated within his/her normal duties. A "modified duty" assignment is made when an employee's work restrictions(s) is considered to be permanent and, their position duties are accommodated to allow for the work restriction.

Under this policy, Supervisors have the added responsibility to ensure that any and all work restrictions specified by the treating physician are rigidly adhered to and enforced during the period of light or modified duty assignment, and employees are required to adhere to the work restrictions.

Light and/or modified duty assignments shall be considered flexible and adaptable to meeting the particular needs of both the disabled employee and the department. This may include assignments of less than eight (8) hours a day, frequent breaks, the use of modified work stations, and so forth. Each situation will be evaluated on an as-needed basis. The assignment of a light or modified duty position shall not be considered a permanent job placement.

If an employee is released by his or her treating physician to light or modified duty, Human Resources follows up with the department to determine whether the employee can be returned to work in a light duty mode. If the department does not have a light or modified duty assignment for the employee, the employee receives temporary disability payments for industrial injury or illness, and may be eligible for short term disability benefits for non-industrial injury. The City may assign employees to light duty work in other departments or divisions provided that the work duties are appropriate for the skills of the employee and the work restrictions.