

**AGREEMENT**

**BETWEEN**

**CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION**

**AND**

**CITY OF CITRUS HEIGHTS**



**10/01/17 through 09/30/20**

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## **Article 1      Introductory Clauses**

### **Section 1.1      Preamble**

This Agreement (Agreement) is entered into between the City of Citrus Heights (City) and the Citrus Heights Police Officer's Association (CHPOA). It is the intent and purpose of this Agreement to assure harmonious labor relations between the parties hereto, to provide an equitable and peaceful process of resolving differences which may arise, and to establish rates of pay, wages, hours of employment and other conditions of employment.

### **Section 1.2      Personnel Rules**

The City personnel rules, regulations and/or policies of the Citrus Heights Police Department (CHPD), which are not in conflict with this Agreement, will remain in effect unless modified after applicable process. No employee shall suffer any loss of wages, hours or conditions of employment by reason of signing this agreement.

## **Article 2      Recognition**

### **Section 2.1      Definition of Bargaining Unit**

The City confirms its prior Council recognition of the CHPOA as the exclusive bargaining representative for the Sworn Officers Unit as defined by the City's Employer/Employee Relations Policy.

### **Section 2.2      Creation of New Classifications**

If the City creates a new sworn job classification in the Police Department that the City intends to add to the bargaining unit, the City shall forward the new job class description and proposed wage to the CHPOA for review. The City agrees to meet and confer with the CHPOA, if requested, regarding compensation and benefits for the new classification.

## **Article 3      Association Security**

### **Section 3.1      Association Dues Deduction**

The City agrees to deduct from the paychecks of employees giving written authorization, CHPOA dues in an amount to be determined annually by the CHPOA every two weeks for a maximum of 24 deductions per year. The City will directly deposit said dues into a bank account of the CHPOA's choosing within five (5) business days of each regular paycheck. The CHPOA agrees to have any fees associated with the direct deposit deducted from each direct deposit.

### **Section 3.2      Fair Share**

The City agrees to deduct from the paychecks of employees opting out of CHPOA, a fair share amount equal to the Association's cost of providing collective bargaining and contract enforcement services in the same manner and timing as regular dues deductions. The amount of the fair share shall be set annually by the CHPOA. The CHPOA agrees to hold the City harmless in the event of disputes over the fair share amount charged to non-members in classifications in the bargaining unit. The fair share amount will be consistent with that allowable under state law.

### **Section 3.3      Nondiscrimination for Association Activity**

There shall be no discrimination, interference, restraint, or coercion by the City, or any City representative against any member because of Association membership.

### **Section 3.4      Noncompetition with the CHPOA**

The City agrees there will be no aid, promotion or financing of any labor organizations which purport to represent the employees in this bargaining unit and that any such activities on the part of the City or its agents is prohibited unless permitted under the Meyers Milias Brown Act or the City's Employer/Employee Relations Policy.

## **Article 4      Employer Security**

Neither the CHPOA nor any represented employee shall participate in any unlawful concerted labor activity. During the term of this Agreement, no work slowdown, picket, sympathy strike, blue flu or boycott shall be initiated, participated in, supported, or condoned by the Association. Violation of this section of the agreement shall be grounds for discipline.

## **Article 5      Management Rights**

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the right:

- To set standards and levels of service;
- To determine the procedures and standards of selection for employment;
- To assign work to and direct its employees;
- To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;
- To determine methods of financing;
- To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;
- To make all decisions relating to merit, necessity or organization of City service;
- To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
- To establish employees performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- To take necessary actions to carry out its mission in emergencies; and
- To exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

Nothing herein shall be deemed as a waiver by the Citrus Heights Police Officer's Association or its Members of rights granted under Meyers-Milius-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Bill of Rights.

## **Article 6        Delivery of Police Services**

### **Section 6.1        Delivery of Police Services**

The delivery of police services in the most efficient and effective manner is of mutual importance and interest to both the CHPOA and the City. Work procedures, schedules, and assignments for improving services shall be established and revised from time to time in accordance with this agreement.

### **Section 6.2        Vehicle Readiness**

Officers shall be afforded an opportunity to ready vehicles as follows:

Briefings will start on time and officers will be present in briefing in uniform (or fitness if assigned). On the first and subsequent shifts of their work week, officers will be allowed ten (10) minutes to set up and prepare their assigned patrol vehicle. Officers will then return to roll call for the continuation of the shift briefing. Due to the emergency nature of police work, supervisors may cancel roll call and/or vehicle readiness for officer and/or community safety reasons.

## **Article 7        Work Rules – Existing Benefits**

### **Section 7.1        Maintenance of Benefits**

Unless specifically provided for in this MOU, nothing in this MOU should be deemed to have eliminated or superseded a benefit in an existing policy, rule or binding past practice.

### **Section 7.2        Primacy of Agreement**

The terms and conditions of this Agreement shall control over ordinances and resolutions of the governing body of the City where there is a conflict with a provision of this Agreement.



## **Article 8        Association Business and Meetings**

### **Section 8.1        Association Meetings**

The City will allow elected CHPOA Board Members who are scheduled to work during predetermined Board and Membership meetings release time to attend scheduled Board and Membership meetings, with at least thirty (30) days prior notice to the City, for up to one (1) hour per month, except in cases of emergency, where the staffing impact would not permit the Police Department to operate safely or if the meeting conflicts with Department mandated training. On-duty personnel are required to monitor radio and respond in the event of an emergency.

### **Section 8.2        Release Time for IA Interviews and Grievances**

The City will allow CHPOA Board Members and shop stewards adequate release time to represent members during internal affairs interviews and grievance meetings while on duty except in cases of emergency where the staffing impact would not permit the Police Department to operate safely. This provision applies to one representative per involved member. Employees will not receive pay for off-duty time spent performing these Association representative duties.

### **Section 8.3        Time off for Association Training and Conferences**

The City will allow CHPOA Board members to utilize their accrued time off to attend Association training, and conferences of state/national law enforcement associations, under the same terms and conditions required for all other time-off requests.

### **Section 8.4        Management Labor Meetings**

Employees who would otherwise be working their assigned shift shall be released from their regular duties to attend meet and confer, negotiation and other labor-management meetings, and will be paid for this time during their assigned shift as if they were performing their regular duties. The intent of this section is not to create overtime for any CHPOA member. This article is not subject to grievance.

### **Section 8.5        List of CHPOA Board Members/Stewards**

On January 1<sup>st</sup> of each year, the CHPOA shall provide the City with a list of the elected Board members of the CHPOA, and any members who are assigned as shop stewards. The CHPOA may update this list as new members are appointed to the Board or to steward positions.

### **Section 8.6        Association Communication**

The City shall provide a location in the Department where a bulletin board may be placed at CHPOA expense to post association business documents. The City shall allow the use of the internal email system for notices of meetings. The City shall allow the use of any City facility that the public may use for the holding of association meetings, with the same reservation and use requirements.

## **Article 9        Members Rights**

### **Section 9.1        Peace Officers Rights**

The City and the CHPOA will both adhere to the rights provided to peace officers under Government Code Section 3300-3312 (the Public Safety Officers Procedural Bill of Rights Act).

### **Section 9.2        Presumption of Innocence**

All CHPOA represented employees shall be treated fairly and equitably during internal investigations. CHPOA represented employees will be presumed innocent of all allegations until proven otherwise. This article shall not be interpreted to be related to the application of administrative leave by the Department. This article is not subject to grievance.

## **Article 10        Discipline**

### **Section 10.1       Procedure**

Disciplinary matters will be handled in accordance with CHPD Policy 340.

### **Section 10.2       Disciplinary Appeal – Major Discipline**

When major discipline action, as defined in Citrus Heights Personnel Rules and Regulations §6.4, has been taken, the employee shall continue to have the right to appeal. All matters will be referred to the Office of Administrative Hearings in Sacramento, California. An Administrative Law Judge (ALJ) will be the hearing officer and will prepare an advisory recommendation following the evidentiary hearing. The written advisory recommendation will be sent to each party. The parties will have the opportunity to meet following receipt of the advisory recommendation. The parties may enter into a settlement agreement prior to the advisory recommendation being sent to the City Manager for final ruling. The City Manager shall send his/her final decision of written findings and decision, along with a proof of service of mailing, to each of the parties and each of the parties' representatives within twenty (20) working days of the receipt of the ALJ's recommendation.

The City shall bear the cost of the Administrative Law Judge and facility. The transcription costs shall be borne by the party requesting the transcription or may be shared if mutually agreed upon. Each party shall be responsible for their own costs associated with expert testimony or other costs associated with the presentation of their case.

The City Manager's decision shall be final, subject only to review by a judicial administrative writ of mandamus action.

### **Section 10.3       Internal Affairs**

The Chief of Police shall designate managers to perform internal affairs investigations, and they shall be performed in the most expeditious manner possible.

### **Section 10.4       Probationary Release**

Any CHPOA represented employee released from probation may request a Lubey/Liberty Interest hearing with the Chief of Police or his/her designee, as required by law, if the discharge seriously affects the employee's ability to find comparable employment elsewhere. A liberty

interest is implied where: (1) there is a stigmatization charge; (2) the employee denies the charge or contests its accuracy; and (3) there is a public disclosure of the charge. The purpose of the hearing is to provide the discharged employee with an opportunity to clear his or her name.

## **Article 11      Salary**

### **Section 11.1      Rate of Pay**

**Base Rate of Pay:** Base rate of pay shall be defined as the base hourly rate of pay that an employee receives in the salary range.

**Regular Rate of Pay:** Regular rate of pay shall be as defined by the Fair Labor Standards Act, i.e. as the employee's base hourly rate of pay, plus all incentive and specialty pays earned on a recurring basis and converted to an hourly rate.

### **Section 11.2      Overtime**

Overtime shall be paid under this MOU for any hours worked outside an employee's prescheduled hours. Overtime shall be paid at 1.5 times the employee's base rate of pay.

FLSA overtime is hours actually worked over the applicable FLSA threshold under Section 207(k) of the FLSA. Despite the City's agreement to pay overtime under the MOU for hours worked outside an employee's prescheduled hours, the threshold for FLSA overtime for all sworn employees remains hours actually worked beyond 171 hours during the applicable 28-day work period.

### **Section 11.3      Salary Administration**

Effective October 29, 2017, the City agrees to the following modifications to employee salaries:

- Modification in salary range with an increase of 3% to the top and bottom of the range as noted in the revised salary range enclosed as Attachment "A" to this MOU;
- 2% increase in salary of all employees.

The parties agree to an annual reopener on the issue of salary only to determine if an agreement can be reached with respect to salary increases only. The parties agree to meet and confer on the reopener no later than the end of May in 2018 and 2019 respectively with any changes effective on October 1st of 2018 and 2019 unless agreed otherwise. If the parties cannot agree on a salary increase during the time period of this reopener, there shall be no salary adjustment.

## **Article 12      Seniority**

### **Section 12.1      Seniority Defined/Purpose**

Seniority will be defined as the date of hire in classification with the City. Seniority will be used to bid for shifts (days/swings/graves) in patrol. Patrol officers will be allowed to select their shift for each half of the fiscal year. Shift sign-ups will generally occur by the end of April, with the new shifts beginning in late June/early July. Officers will have the opportunity to submit an interest card expressing their preference for which half of the year they will work weekends.

## **Section 12.2 Seniority for Sabbatical or Annual Leave Selection**

Seniority will be used for patrol officers to select their annual leave or sabbatical once assigned to their patrol teams for the year. Patrol officers may elect to use their seniority for one selection, and then will go to the bottom of the list for the other. Sabbaticals may be rescheduled by the Department in the event of exigent circumstances or staffing related emergencies.

## **Section 12.3 Seniority Lists**

The City will maintain and update a seniority list of all CHPOA members by classification, and provide it semi-annually to the CHPOA. The list will be by hire date by classification. Ties in hire date will be decided once by random drawing for new hires with no prior sworn law enforcement experience. Ties in hire date of those with prior sworn law enforcement experience will be broken based on total experience prior to coming to CHPD.

## **Section 12.4 Temporary Reassignment**

The Chief of Police has the right to make temporary reassignment of employees, not to exceed 90 days, based on Departmental needs. This reassignment is not considered punitive. This article is not subject to grievance.

# **Article 13 Special Compensation**

## **Section 13.1 Field Training Officer (FTO) Pay**

The City reserves the right to determine the need for Field Training Officers (FTOs) and to assign officers to serve as FTOs. FTOs will receive 5% of the base rate of pay for each hour assigned and worked as an FTO and for the full shift if the officer spent 50% or more of the shift performing FTO duties.

## **Section 13.2 Acting Supervisor Pay**

The City will pay any employee designated by the Department to serve in the capacity of acting supervisor 5% of the base rate of pay for all hours worked in that capacity. This is separate and distinct from out-of-class pay.

## **Section 13.3 Specialty Assignment Pay**

The City shall pay an initial incentive of 3% of the base rate of pay to each CHPOA member assigned as a Detective or as an SRO. The incentive can increase up to 5% based on the employee's six (6) month performance rating in these assignments. The active incentive pay earned in such assignment shall remain with the employee when he/she is reassigned to the Patrol Services Division, provided the employee had completed one year in the assignment. The decision to assign and the length of a specialty assignment is at the discretion of the Chief of Police.

## **Section 13.4 Education Incentive Pay**

The City shall pay an education incentive of a maximum of 10% of base pay per month calculated as follows:

- 2.5% for AA Degree or equivalent
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree

2.5% for Advanced Post

### **Section 13.5 Master's Degree Pay**

The City shall pay a master's degree incentive in the amount of 5% of base pay per month.

### **Section 13.6 Bilingual Pay**

The City shall pay a bilingual pay incentive in the amount of \$100 per month for employees certified by Human Resources as Spanish or Slavic speaking. The Police Officer would be required to pass a proficiency test. The bilingual pay incentive would also apply to Police Officers passing a proficiency assessment in American Sign Language.

## **Article 14 Court**

### **Section 14.1 Court Standby**

Employees shall receive 2 hours of straight time at the base rate of pay for each day assigned to Court Standby time while off duty. However, the employee shall not be eligible for this standby pay if the employee also reports for a court appearance that day. Standby and Court appearance pay will not be paid for the same court proceeding on the same day. "To Be Notified" status does not qualify for Court Standby pay.

### **Section 14.2 Court Appearance – Outside of Scheduled Work Hours**

Employees required to attend court outside of their scheduled work hours related to actions taken as an employee of the City of Citrus Heights, shall receive the following compensation:

- \*Required in court more than two hours outside of a scheduled shift, or during their Patrol Mini-Sabbatical (as defined in the Police Department's Benefit and Compensation Procedures) – 4 hour minimum at 1.5 times the base rate of pay.

- \*Required in court less than two hours outside of a scheduled shift – 2 hour minimum at 1.5 times the base rate of pay.

Any employee who receives an a.m. subpoena more than four (4) hours prior to a p.m. subpoena, shall receive the applicable minimum overtime for each subpoena, regardless of length of appearance.

Any employee ordered to return after the court's lunch break will receive compensation during the break period.

## **Article 15 Call Back Pay**

CHPOA members, who are required to report for duty other than a scheduled shift, or during their Patrol Mini-Sabbatical (as defined in the Police Department's Benefits and Compensation Procedures), will be compensated four (4) hours minimum at time and one half the base rate of pay. A continuation or extension of a shift, as defined below, is not considered "Call Back" for the purpose of this section.

**Shift Continuation:** If called to report to their assigned shift 30 minutes or less prior to the beginning of a shift, the employee will be compensated at time and one-half the base rate of pay.



**Shift Extensions:** Employees will be compensated at time and one-half the base rate of pay for hours worked after the end of their shifts.

## **Article 16      On-Call Pay**

Employees required to remain in an on-call status shall receive one hour of straight time pay for on-duty days and two hours of straight time pay for off-duty days. On-call pay will be paid in addition to applicable call back pay. This provision currently generally refers to one Detective and/or the Traffic Officer.

## **Article 17      Schedule Changes**

The City may change an employee's schedule with seven (7) days' notice, unless an emergency exists that requires schedule change. Non-emergency schedule changes with less than seven (7) days' notice shall result in overtime compensation for the first full shift of the changed schedule. Nothing in this section is meant to prohibit a schedule change as a result of a mutual agreement between the employee and the City.

Due to the unique requirements of officer training, this section will not apply to members until after they have completed the initial Field Training Program for a full time police officer.

## **Article 18      Extension of Probation**

CHPOA represented employees shall only have their eighteen (18) month probationary period extended due to a time period of longer than thirty (30) days during the member's probation based on a leave of absence or other restricted light duty during which the member was not performing the full regular duties of his/her position - including patrol duties - on a continuous basis. In such circumstance, the employee's probationary period will be extended for the same length of time as he/she did not perform the regular duties of the position.

## **Article 19      Employment of Relatives**

Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.

1. If circumstances require that such a supervisor/subordinate relationship exists temporarily, the supervisor shall make every reasonable effort to defer matters involving the involved employee to an uninvolved supervisor.
2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The Department however, reserves the right to transfer or reassign any employee to another position within the same classification, or, if necessary, separate an employee, if it deems it necessary to avoid conflicts with any provision of this section.

## **Article 20      Retirement Benefits**

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits for eligible employees. All employees regardless of hire date, pay the

member contribution rate as determined by CalPERS. The retirement formula is determined by an employee's date of hire, classification and status with CalPERS.

Police Officers subject to the provisions of the California Public Employees' Pension Reform Act (PEPRA) shall be eligible for the 2.7% @ 57 retirement formula, three year average compensation method, as defined by the PEPRA legislation.

Police Officers determined by CalPERS to be classic members, hired by Citrus Heights Police Department on or after August 15, 2011, shall be eligible for the 3% @ 55 retirement formula, three year average compensation method.

Police Officers hired prior to August 15, 2011, shall be eligible for the 3% @ 50 retirement formula, single highest year compensation method.

CalPERS has the final determination regarding determining an employee's status with CalPERS.

The parties agree to a reopener during the term of the MOU to discuss cost-sharing of the City's CalPERS employer contribution.

## **Article 21 Personnel Files**

Any employee may request access to his/her own personnel file(s) during the normal business hours of the individual(s) responsible for maintaining such file(s). Any employee seeking the removal of any item from his/her personnel file shall file a written request to the Chief of Police through the chain of command. The Department shall thereafter remove any such item if appropriate or within 30 days provide the employee with a written explanation why the contested item will not be removed (Government Code 3306.5). If the contested item is not removed from the file, the employee's request and the department's written response shall be retained with the contested item in the employee's personnel file.

Employees may be restricted from accessing files containing ongoing Internal Affairs investigations to the extent that it could jeopardize or compromise the investigation pending final disposition or notice to the employee of the intent to discipline or confidential portions of Internal Affairs files which have not been sustained against the employee.

## **Article 22 Grievance Procedure**

### **Section 22.1 Purpose**

This grievance procedure shall be used to process and resolve grievances per the definitions listed below:

- To resolve grievances informally at the lowest possible level.
- To provide an orderly procedure for reviewing and resolving grievances promptly.

### **Section 22.2 Definitions**

A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the CHPOA, involving the interpretation, application, or enforcement of the express terms of this

Agreement, the Department Policy Manual, the City rules, regulations and policies. It does not include discipline matters or personnel evaluations.

As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and/or directs the work of an employee.

As used in this procedure the term "party" means an employee, the CHPOA or the City.

### **Section 22.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

### **Section 22.4 Presentation**

An employee or the CHPOA representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four City employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the City.

### **Section 22.5 Employee Rights**

The employee retains all rights conferred by Section 3500, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee or the CHPOA representative personally on all appeals.

### **Section 22.6 Application**

Grievances as defined in Article 22 shall be brought through this procedure.

### **Section 22.7 Informal Discussion**

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the CHPOA representative. Within seven (7) calendar days, the immediate supervisor shall give a decision or response.

### **Section 22.8 Formal Grievance Procedure**

#### **Formal Grievance – Step 1:**

If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

Thirty (30) calendar days after the event or circumstances occasioning the grievance; or  
Fifteen (15) calendar days of the decision rendered in the informal grievance procedure.

A formal grievance shall be initiated in writing and shall be filed with the Lieutenant as the first level of appeal. The grievant may be represented by the CHPOA representative.

Within fifteen (15) calendar days after the initiation of the formal grievance, the Lieutenant at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.



### Formal Grievance – Step 2:

If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fifteen (15) days to the Division Commander. The grievant may be represented by the CHPOA representative or Association Counsel.

Within fifteen (15) calendar days after the initiation of the Step 2, the Division Commander at the second level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

### Formal Grievance – Step 3:

If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fifteen (15) calendar days to the Chief of Police. The CHPOA representative or Association Counsel may represent the grievant.

The Chief of Police shall schedule a mutually agreeable time to hear the grievance, which shall be within thirty (30) days of the receipt of the grievance. The Chief of Police shall respond in writing to the grievant within fifteen (15) calendar days following the grievance hearing.

### Formal Grievance – Step 4:

If the grievant is not satisfied with the decision rendered pursuant to Step 3, the grievant may appeal the decision within fifteen (15) calendar days to the City Manager. The CHPOA representative or Association Counsel may represent the grievant.

The City Manager will review all documents and render a final decision. The City Manager shall respond in writing to the grievant within fifteen (15) calendar days following the receipt of all documents.

## **Section 22.9      Grievance Records**

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Chief of Police for inclusion into a secure file for all written grievances.

## **Article 23      Leave Time**

### **Section 23.1      Annual Leave**

Employees shall accrue annual leave as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Hire date-Year 4	136	272
Year 5-Year 9	160	320
Year 10-Year 14	184	368
Year 15-Year 19	200	400
Year 20-Beyond	240	480

Once the maximum accrual limit has been reached, the Annual Leave accrual hours will be added to the Long Term Medical Leave hours until the employee utilizes the Annual Leave hours thereby reducing the balance below the maximum accrual limit. At no time may an employee's Annual Leave hours exceed the maximum accrual limit.

## **Section 23.2 Long Term Medical Leave**

Employees accrue a total of 40 hours of Long Term Medical Leave per year beginning on the date of hire. Long Term Medical Leave may be used for an illness or injury requiring the employee to be absent from work. An employee becomes eligible to use this leave only after he/she has utilized 24 hours of accrued leave.

A medical certification may be required. An employee may continue to use Long Term Medical Leave for the same protracted illness even if the need for leave is sporadic (e.g., for treatments, etc.). Unused Long Term Medical Leave is not paid out upon termination of employment.

## **Article 24 Uniforms**

### **Section 24.1 Uniforms**

The City will provide uniforms for CHPOA represented employees at no cost to the employee. Damaged or worn uniforms will be repaired or replaced with supervisor approval.

### **Section 24.2 Uniform Allowance Benefit**

The City shall report a uniform allowance benefit at the rate of \$31.00 biweekly to CalPERS for eligible employees as determined by CalPERS. Eligible employees shall be required to pay the employee contribution rate on the value of the uniform allowance benefit.

### **Section 24.3 Professional Attire Pay**

Eligible Police Detectives assigned to General Investigations shall receive \$850 per fiscal year for purchasing professional attire. The professional attire pay is paid at the beginning of the fiscal year for eligible Police Officers. This pay does not qualify as special compensation for CalPERS pension purposes.

## **Article 25 Health/Welfare Benefits**

### **Section 25.1 Health Benefit**

The City will pay up to the following monthly amounts toward health insurance premiums through December 2017:

Employee only - \$600

Employee Plus One - \$1,100

Employee Plus Family - \$1,400

Effective January 2018, the City will pay up to the following monthly amounts toward health insurance premiums:

Employee only - \$700

Employee Plus One - \$1,200

Employee Plus Family - \$1,500

If an employee has qualifying outside health insurance coverage through a spouse, domestic partner or alternative retirement, the employee can cash-out \$600 per month or add this amount to deferred compensation.

#### **Section 25.2 Cessation of COPS Legal Benefits**

The City and the CHPOA agree effective November 1, 2017, the City will cease providing employees in the bargaining unit with COPS Legal benefits.

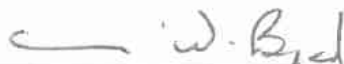
#### **Article 26 On Duty Workout Program**

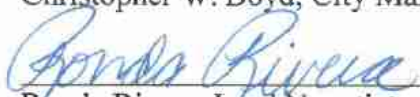
The City and the CHPOA agree all sworn officers will participate in an On Duty Physical Fitness Program. In general, this program includes one hour of time for officers to complete a forty (40) minute exercise regime and return to duty. The details of this program may be found in the current Citrus Heights Police Department Physical Fitness Program document.

#### **Article 27 Term**

The term of this Agreement shall be from October 1, 2017 – September 30, 2020 (all applicable side letters entered).

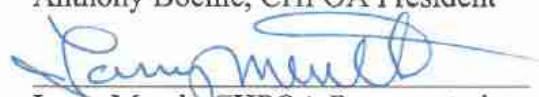
CITY OF CITRUS HEIGHTS

  
\_\_\_\_\_  
Christopher W. Boyd, City Manager

  
\_\_\_\_\_  
Ronda Rivera, Lead Negotiator

CITRUS HEIGHTS POLICE OFFICERS  
ASSOCIATION (CHPOA)

  
\_\_\_\_\_  
Anthony Boehle, CHPOA President

  
\_\_\_\_\_  
Larry Menth, CHPOA Representative

**Attachment "A"**

Employee Salary Range Placement  
(Effective October 29, 2017)

Salary Range: \$32.3518 to \$41.5398 hourly

<b>Appointment Date</b>	<b>Years of Service in Classification (as of June 30, 2018)</b>	<b>Range Placement</b>
June 30, 2008 or earlier	10 plus years	Top
7/1/2008 – 9/30/2009	8.75 to 10 years	3% from the top
10/01/2009 – 12/30/2010	7.5 to 8.75 years	6% from the top
01/01/2011 – 03/31/12	6.25 to 7.5 years	9% from the top
04/01/2012 – 06/30/2013	5 to 6.25 years	12% from the top
07/01/2013 – 09/30/2014	3.75 to 5 years	15% from the top
10/01/2014 – 12/31/2015	2.5 to 3.75 years	18% from the top
01/01/16 – 03/31/2017	1.25 to 2.5 years	21% from the top
04/01/2017 – 10/28/2017	1 day to about 1.25 years	24% from the top
Hired after 10/29/2017	No Range Placement Adjustment	

RESOLUTION NO. 2017- 091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE  
CITRUS HEIGHTS POLICE OFFICERS ASSOCIATION**

**WHEREAS**, the City Council of the City of Citrus Heights, pursuant to California Government Code section 3500 et seq., enacted an employer-employee relations policy by adopting Resolutions 2001-110 and 2006-27; and

**WHEREAS**, under the terms of those Resolutions, the City Manager and his/her representatives and representatives of the Citrus Heights Police Officers Association (CHPOA), the recognized employee organization for the Sworn Officer Unit, as designated in said policy, have met and conferred in good faith; and

**WHEREAS**, these parties have reached agreement on matters relating to the employment conditions of the said employees, as reflected by the written Memorandum of Understanding (MOU) which is on file in the City Clerk's office and hereby referenced; and

**WHEREAS**, this Council finds that the provisions and agreements contained in said Memorandum are fair and proper and in the best interest of the City; and

**WHEREAS**, the Association has previously ratified the terms and conditions of the Memorandum.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights that the terms and conditions contained in said Memorandum of Understanding are hereby adopted.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 26<sup>th</sup> day of October 2017 by the following vote, to wit:

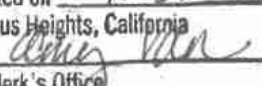
<b>AYES:</b>	<b>Council Members:</b>	<b>Bruins, Daniels, Fox, Miller, Slowey</b>
<b>NOES:</b>	<b>Council Members:</b>	
<b>ABSTAIN:</b>	<b>Council Members:</b>	
<b>ABSENT:</b>	<b>Council Members:</b>	

  
Jeff Slowey, Mayor

**ATTEST:**

  
Amy Van, City Clerk

*Printed on Recycled Paper*

I hereby certify, under penalty of perjury,  
that this is a true and correct copy of the  
original document consisting of 1 page(s)  
which is on file in this office.  
Executed on 10-30-2017  
at Citrus Heights, California  
  
City Clerk's Office