

C-19-341

MEMORANDUM OF UNDERSTANDING

Between

ELK GROVE POLICE OFFICERS ASSOCIATION

and

CITY OF ELK GROVE



Effective July 1, 2019 through June 30, 2021

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ARTICLE I -- RECOGNITION AND COVERAGE

1. Preamble

This Memorandum of Understanding, hereinafter referred to as "Agreement", entered into by the City of Elk Grove, hereinafter referred to as "City", or "the employer", pursuant to Section 3500 et

seq. of the Government Code of the State of California and the Elk Grove Police Officers Association, hereinafter referred to as "EGPOA" has as its purpose the promotion of harmonious labor relations between the City and the EGPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

It is understood and agreed that this Agreement supersedes and replaces all previous practices on these points by and between the City and the EGPOA. Where City ordinances and policies that may conflict with the Agreement exist, the Agreement shall prevail.

The term "Agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

2. Recognition

The EGPOA is recognized as the exclusive representative as provided in the City's Employer-Employee Relations Rules for all employees in the classifications listed below. Classifications may be added or deleted from the EGPOA pursuant to the City's Employer-Employee Relations Rules.

Police Officer
Police Sergeant
Animal Services Officer
Dispatcher
Dispatch Supervisor
Forensic Investigator
Supervising Forensic Investigator
Senior Animal Service Officer

3. Definitions

The following are definitions for terms commonly used throughout this Agreement:

- A. "City Manager" -- the City Manager or the City Manager's designated representative.
- B. "City Policies and Procedures" -- Policies and procedures of the City of Elk Grove.
- C. "City" -- the City of Elk Grove.
- D. "Classification", "Class", or "Job Classification" -- one or more positions with similar duties, knowledge, skills and abilities given the same title. Example: Police Officer.
- E. "Compound" or "compounding" -- the method of calculating increases sequentially instead of individually.
- F. "Day(s)" -- calendar days, unless specified otherwise.
- G. "Department" -- the Elk Grove Police Department.
- H. "Education Incentive Pay" -- Additional salary paid to an employee who qualifies for one or more elements of Education Incentive Pay pursuant to this Agreement. Example: An employee with a Bachelor of Arts degree shall receive Education Incentive Pay of 5%.
- I. "EGPOA" -- Elk Grove Police Officers Association.

- J. "Employee" -- a salaried employee of the City of Elk Grove.
- K. "General Orders" -- Policies and procedures of the Police Department.
- L. "Lead" -- An employee designated by the Chief of Police to perform duties above and beyond the duties listed in the job description for his/her classification, in the areas of direction, training, and coordination of other employees.
- M. "Member" -- An employee in the Police Department who has elected to become a member of the EGPOA.
- N. "Pay Differential" -- Additional salary paid to an employee who is assigned additional duties for which the employee receives additional compensation pursuant to this Agreement. Example: An employee who is assigned as a Motor Officer shall be paid a Pay Differential of 5%.
- O. "Police Chief" -- the Police Chief or the Police Chief's designated representative.
- P. "Position" -- duties and responsibilities assigned by the City to be performed by an employee.
- Q. "POST" -- Peace Officer's Standards and Training.
- R. "Supervisor" -- An employee in a classification that has the responsibility to hire, transfer, suspend, layoff, recall, promote, discipline, and direct the work of other employee, or to effectively recommend such action(s).

ARTICLE II -- CITY RIGHTS

All City rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the City. The rights of the City include, but are not limited to, the exclusive right to:

- 1. Manage the City generally and to determine issues of policy.
- 2. Determine the necessity for an organization of any service or activity conducted by the City, and to expand or diminish services.
- 3. Determine the nature, manner, means, technology, and extent of services to be provided to the public.
- 4. Determine methods of financing.
- 5. Determine types of equipment or technology to be used.
- 6. Determine and/or change the facilities, methods, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
- 7. Determine and change the number of locations and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.
- 8. Assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

9. Lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
10. Establish and modify productivity and performance programs and standards.
11. Dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
12. Determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
13. Hire, transfer, promote, and demote employees.
14. Determine policies, procedures, and standards for selection, training, and promotion of employees.
15. Establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance by employees with such performance standards.
16. Establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City.
17. Take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III – NO STRIKE

EGPOA agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Elk Grove. In the event that EGPOA members participate in such activities in violation of this provision, EGPOA shall immediately notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE IV - EGPOA RIGHTS

1. EGPOA Release Time Bank

The City shall provide an annual bank of 600 hours of release time to be used by designated representatives of the EGPOA to represent the Association on official Association business. The EGPOA Release Time Bank shall be administered as follows:

- A. Six hundred (600) hours shall be deposited each July 1. Any unused hours at the end of the fiscal year shall not roll over into the next fiscal year.
- B. Designated EGPOA representatives shall be the President, Vice President, Secretary, Treasurer, Board of Director members, or any other employee in the EGPOA designated by the EGPOA President.

- C. No more than two (2) employees shall be released at the same time. The release of more than two (2) employees at the same time will require the prior approval of the Police Chief or designee.
- D. The EGPOA President or designee shall provide at least twenty-four (24) hours' notice to the supervisor of an employee to be released on EGPOA release time prior to utilization of such release time.
- E. EGPOA release time shall be used for official association business, including but not limited to, training programs, seminars, City Council meetings and meetings with elected officials (that do not conflict with FPPC rules and statutes).
- F. The Police Chief reserves the right to deny the release of any employee due to the operational needs of the Police Department.

2. Critical Incident Response

When an EGPOA representative responds during his/her scheduled hours of work to a major incident as outlined in Policy 358 for the purpose of representing an employee's rights, welfare or care, the EGPOA representative shall be compensated at his/her regular rate of pay. Subject to approval of the Police Chief, if the EGPOA representative response occurs outside his/her scheduled hours of work, the representative shall receive overtime compensation.

This section shall only apply to an EGPOA representative officially designated by the President of the EGPOA.

3. Payroll Deduction

- A. The City agrees to continue payroll deductions for members of the EGPOA for EGPOA membership dues. Such deductions shall be made pursuant to payroll deduction policies and procedures as established by the City.
- B. The EGPOA agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the EGPOA.

4. Non-Discrimination

The City agrees not to discriminate against any employee because of membership in the EGPOA or because of any activities on behalf of the Association. The City further agrees not to discriminate, harass, or reprise against any employee as a result of their exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government Code of the State of California.

ARTICLE V -- SALARY AND OTHER COMPENSATION

1. Establishment of Salary Ranges

Each salary range shall consist of seven (7) steps designated as salary steps 1 through 7, in which the difference between each successive step shall be approximately five percent (5%).

Salary steps shall be based on the classification's straight time hourly rate of pay, and denoted on an hourly, bi-weekly, monthly, and annual basis.

- A. Effective the first full pay period in July 2019, each step in the salary range for all represented POA positions shall be increased by three percent (3%).
- B. Effective the first full pay period in July 2019, Step 1 on the then existing Police Sergeant salary schedule shall be eliminated and Step 2 shall become the new Step 1. Each succeeding salary step shall be renumbered so that Step 7 becomes Step 6 on the new salary schedule. A new Step 7 shall be added to the salary schedule that is five percent (5%) above the new Step 6. Employees shall continue to progress through the salary steps based on their evaluation dates. Employees who were at Step 7 on the old salary schedule (i.e., Step 6 on the new salary schedule) for more than 12 months as of July 2019 shall immediately move to Step 7 on the new salary schedule.
- C. Effective the first full pay period in July 2019, any salary range that falls below the 80th percentile of the market in the current Total Compensation Survey completed April 2019, after the above referenced increases are complete, shall be brought to the 80th percentile. The employee shall be placed on the nearest salary step that is closest to their current salary without going below. Employees shall continue to progress through the salary steps based on their evaluation dates.
- D. Effective the first full pay period in July 2020, each step in the salary range for all represented POA positions shall be increased by three percent (3%).

2. Placement of Employees into Salary Ranges

Employees shall be placed on a step in the salary range for their job classification pursuant to the following:

Salary placement for new hires and employees who are promoted, demoted, transferred, reinstated, or working out of class shall be determined in a manner consistent with current City practice as stated in the Personnel Rules and Regulations.

3. Advancement through Salary Range

Advancement through the salary ranges shall be as follows:

- A. New employees shall be appointed at the first step of the salary range to which their class is assigned, except as follows:
 - (1) As determined by the City Manager, when it appears the education and previous training or experience of a candidate are substantially superior to those required of the class; or
 - (2) If recruiting for a class is particularly difficult, the Police Chief may recommend, and the City Manager may authorize, an appointment to a position at a salary higher than the first step.

- B. Salary step increases are not automatic upon completion of the required length of service. Rather, employees who reach the eligible length of service and demonstrate an average score of 3.0 or greater on the standard performance evaluation pursuant to Article XV, Section 5 shall advance to the next higher step in the salary range. Employees may be considered eligible for an increase in salary according to the following:
- (1) Where salary Step 1 is paid upon initial employment, the employee shall be required to complete one (1) year of service, or an equivalent number of regular hours, from the date of employment prior to becoming eligible for advancement to Step 2.
 - (2) Additional salary steps may be paid after each successive one (1) year period or an equivalent number of hours in the preceding step, where the employee has demonstrated an average score of 3.0 or greater on the standard performance evaluation.
 - (3) Eligibility for salary step increases shall be on the basis of the employee's employment anniversary date, and when awarded, shall be paid pursuant to the City's Personnel Rules & Regulations. The employment anniversary date shall be the date of permanent assignment to the current classification. No salary step advancements shall be granted unless recommended by the Police Chief and approved by the City Manager.
 - (4) When an employee has an eighteen (18) month probationary period, eligibility for the first salary step increase shall be upon successful completion of the entire probationary period. Eligibility for the second step increase shall be on the basis of the employee's second employment anniversary date. Thereafter, eligibility for any other salary step increases shall be as set forth in paragraph 3 above.
 - (5) Effective Date. When an employee's merit advancement date falls in the first week of a pay period, the employee's merit salary advancement shall take place on the first day of that pay period. When an employee's merit advancement date falls in the second week of the pay period, the employee's merit salary advancement will take place on the first day of the next pay period.
- C. Where an employee is hired or re-employed above Step 1, the employee shall not be advanced to the next higher step prior to completion of one (1) year of service from the date of employment or re-employment in the class, or an equivalent number of regular hours.
- D. In extraordinary circumstances where rigid adherence to the foregoing salary adjustment practices would be contrary to the best interests of the City, the City Manager in the exercise of his/her sole discretion may authorize advancement to higher salary steps appropriate to the circumstance(s).

4. Education Incentive Pay

- A. When an employee qualifies for one or more elements of Education Incentive Pay, such additional compensation shall be based on the amount of the pay differential multiplied by the employee's salary step. Education Incentive Pay shall not compound. Education Incentive Pay shall be effective the beginning of a pay period after the necessary paperwork has been turned in to the City Human Resources Department by the Elk Grove Police Department Professional Standards. The City and Association agree that the required paperwork for POST certificates only, shall be either a copy of the completed and submitted application for POST certificate and an executed Education Incentive Pay POST Certificates request form (see Attachment A), or a copy of the actual POST certificate. If the certificate is later denied by POST, the employee shall reimburse the City for all monies earned as education incentive pay associated with the denied POST certificate. The City will provide the employee with a statement containing the total education incentive pay subject to reimbursement. The Police Officer shall then reimburse the City for the full amount of the education incentive pay in the manner outlined in Attachment A.
- B. Police Officers and Police Sergeants shall be entitled to receive Educational Incentive Pay based on the following:
 - (1) Five percent (5%) for an Associate of Arts degree, Associate of Science degree or completion of 60 college units. Employees hired after July 1, 2009 shall not qualify for this pay differential.
 - (2) Five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.
 - (3) Five percent (5%) for a Master of Arts degree or Master of Science degree. Employees hired after July 1, 2009 shall not qualify for this pay differential.
 - (4) Five percent (5%) for an Intermediate POST certificate.
 - (5) Five percent (5%) for an Advanced POST certificate.
- C. Non-sworn employees shall be entitled to receive Educational Incentive Pay or Paid Time Off ("PTO") based on the following:
 - (1) Non-Sworn employees shall be entitled to receive Education Incentive Pay Differential of five percent (5%) for a Bachelor of Arts degree or Bachelor of Science degree.
 - (2) Dispatchers and Dispatch Supervisors who possess an Advanced POST certificate shall receive a two and a half percent (2.5%) pay differential.
 - (3) Dispatchers and Dispatch Supervisors who possess an Intermediate POST certificate shall receive a two and a half percent (2.5%) pay differential.
 - (4) On the first full pay period in July of each year, Forensic Investigators and the Forensic Investigative Supervisor who possess a Latent Print Examiners certificate shall receive twenty (20) hours of PTO. The maximum accrual for these PTO hours is twenty (20).
 - (5) All PTO hours earned under paragraph 4 above, shall be used prior to other leave balances and shall not be eligible for cash out except upon termination of employment.

5. Assignment Pay

- A. When an officer is assigned by the Police Chief as a Public Information Officer, or Motor Officer, the employee shall receive a 5% Assignment Pay differential for all hours worked in the assignment.
- B. When an officer is assigned by the Police Chief as a Detective, the employee shall receive a 5% Assignment Pay differential for all hours worked in the assignment.
- C. When an Officer is assigned by the Police Chief as a Field Training Officer (FTO), the employee shall receive a 7.5% Assignment Pay differential for all hours worked in the assignment. Assignment Pay shall be multiplied by the employee's salary step. Assignment Pay shall not be compounded. Assignment Pay shall be effective the beginning of the pay period after the Police Chief makes the assignment.
- D. This section shall not apply to "temporary" assignments. For purposes of this section, "temporary" shall mean assignments that are fifteen (15) consecutive days or less in duration.
- E. Reassignments may be made pursuant to the Elk Grove Police Department Policy 1004 Promotional and Transfer Policy.

6. Training Officer Pay - Non-Sworn Employees

When a Dispatcher or other non-sworn employee who has completed POST training certification is assigned a trainee by the Police Chief, the employee shall receive a 7.5% Training Officer Pay differential for all hours worked in the assignment. Training Officer Pay shall not compound. Training Officer Pay shall be multiplied by the employee's salary step. There may be one (1) full time Training Officer assigned to the program at the Police Chief's sole discretion.

7. Support Services Lead Pay

When a non-sworn employee is assigned as a Support Services Lead by the Police Chief, the employee shall receive a 5% Support Services Lead Pay differential for all hours worked in the assignment. Support Services Lead Pay shall not compound. Support Services Lead Pay shall be effective the beginning of the pay period after the Police Chief makes the assignment. Support Services Lead Pay shall be multiplied by the employee's salary step.

8. Canine Assignment Pay

Police Officers assigned to the K-9 unit will be paid ½ hour overtime for every day an officer is assigned to the K-9 unit and assigned a canine. Canine Assignment Pay shall not compound. The Police Department will maintain a policy governing the care and boarding of canines.

9. Court Time

- A. An employee subpoenaed or ordered by the Court to appear outside the employee's scheduled hours of work for any legal proceeding as a result of the employee's employment with the City of Elk Grove shall be paid a minimum of four (4) hours of overtime. This minimum four (4) hours overtime is for each morning or afternoon court appearance. Multiple subpoenas for the same morning or afternoon period will count as

one appearance. If the court orders an employee to return through the lunch period or outside normal hours of work, these hours will be compensated as overtime if they fall outside the employee's work hours.

- B. If such Court appearance is cancelled and notification is given after 5:00 PM the workday immediately preceding the appearance, the employee shall be paid a minimum of two (2) hours of overtime. For Court appearance cancellations with notice before 5:00 PM the workday immediately preceding the appearance, the employee shall receive no additional compensation.
- C. If the Court appearance falls during the employee's scheduled hours of work, the employee shall receive overtime compensation for only those hours outside the employee's scheduled hours of work.

10. Call Out Pay

Employees shall be paid a minimum of two (2) hours overtime, or actual hours worked if more than two (2) hours, when called in to work or to attend a meeting on a scheduled day off.

11. On Call and Call Back Pay

- A. One employee in the class of Police Sergeant, one employee in the class of Forensic Investigator and three Detectives shall be entitled to fourteen (14) hours straight time per week as On Call Pay. Employees may record on-call pay on their electronic time sheet in increments of two (2) hours of straight time per day of on-call. If an on-call employee is called into duty, on-call pay shall end, and the employee shall be paid at the rate of time and one-half for actual hours worked, with a minimum payment of two (2) hours, regardless of how many hours they have actually worked in the previous work period.
- B. On Call status requires an employee so assigned:
 - (1) To be ready to respond immediately to calls from the City and to be called into work;
 - (2) To be reachable by telephone/pager/email;
 - (3) To remain within a reasonable distance of the work location (so that the employee is able report to work within one (1) hour of receiving the call to report to work); and
 - (4) To refrain from activities that might impair their ability to perform any assigned duties.

12. Deferred Compensation

The City shall provide an IRS 457 and 401(a) Deferred Compensation Plan.

- (1) For employees hired prior to 01/01/2013 and considered "classic members" by CalPERS, the City shall make a matching contribution into the 401(a) plan of up to two (2) percent of the employee's base salary, subject to maximums set by law.
- (2) For employees hired after 01/01/2013 and considered "classic members" by CalPERS, the City shall make a matching contribution into the 401(a) plan of up to two (2) percent of the employee's base salary, subject to maximums set by law.

- (3) For employees hired after 01/01/2013 and considered "new members" by CalPERS, the City shall make a matching contribution into the 401(a) plan of up to four (4) percent of the employee's base salary, subject to maximums set by law.

13. Market Study

- A. The City will conduct a total compensation market study for the following classes:

Police Officer
Police Sergeant
Animal Services Officer
Dispatcher
Dispatch Supervisor
Forensic Investigator
Senior Animal Service Officer
Supervising Forensic Investigator

- B. The study shall be completed no later than April 2021. The purpose of this study is to determine the competitiveness of total compensation paid to the classes listed above in the market.
- C. Upon completion of this market study the City and EGPOA agree to meet to review study findings. Study findings shall be used by the parties in negotiations over a successor Agreement.
- D. The following agencies will be surveyed and shall constitute the market:

County of Sacramento
City of Citrus Heights
City of Davis
City of Fairfield
City of Folsom
City of Modesto
City of Rocklin
City of Roseville
City of Sacramento
City of Stockton
City of Vacaville
City of West Sacramento

Total compensation for each agency listed above for all classifications (where applicable) shall be the monthly sum of:

Top step in the salary range, maximum deferred compensation, Education Incentive (excluding graduate degrees), POST Certification Pay, employer paid employee share of retirement contribution, social security, uniform allowance, employer contribution towards health insurance, dental insurance, vision insurance, life insurance, and long-term disability insurance.

ARTICLE VI – RETIREMENT

The City shall continue the contractual agreement (City Ordinance No. 31-2005) between the City of Elk Grove and the Board of Administration of the California Public Employees' Retirement System (CalPERS).

All local safety employees eligible for membership in this association hired on or prior to June 30, 2012 shall receive the retirement benefit of 3% @ 50 (Tier 1). All local safety employees eligible for membership in this association hired on or after August 12, 2012 shall receive the retirement benefit of 3% at 55 (Tier 2). Effective the first full pay period in July 2012, all local safety employees in Tier 1 and Tier 2 shall pay nine percent (9%) of the employee's contribution towards PERS.

Local Safety Employees hired on or after January 1, 2013 and defined by CalPERS as "new members" shall receive the retirement benefit of 2.7% @ 57 (Tier 3) with a final compensation period of three (3) years. Effective the first full pay period in July 2014, all local safety employees in Tier 3 shall pay eleven and one-half percent (11.5%) of the cost rate. Thereafter, all local safety members in Tier 3 shall pay fifty percent (50%) of the total normal cost rate as calculated by CalPERS in its annual actuarial valuation.

Effective the first full pay period after a contract amendment with CalPERS (which occurred November 16, 2014), the employee shall begin paying three percent (3%) of the City's contribution as designated by CalPERS. This payment shall be done on a pre-tax basis consistent with IRS Code 414(h)(2).

All miscellaneous (non-safety) employees eligible for membership in this association hired on or prior to June 30, 2012 shall receive the retirement benefit of 2.7% @ 55 (Tier 1). All miscellaneous (non-safety) employees eligible for membership in this association hired on or after August 12, 2012 shall receive the retirement benefit of 2% at 55 (Tier 2). Effective the first full pay period in July 2012, all miscellaneous (non-safety) employees in Tier 1 shall pay eight percent (8%) of the employee's contribution towards CalPERS. All miscellaneous (non-safety) employees in Tier 2 shall pay seven percent (7%) of the employee's contribution towards CalPERS.

Miscellaneous (non-safety) employees hired on or after January 1, 2013 and defined by CalPERS as "new members" shall receive the retirement benefits of 2.0% @ 62 (Tier 3) with a final compensation period of three (3) years. Miscellaneous members in Tier 3 shall pay fifty percent (50.0%) of the total normal cost rate as calculated by CalPERS in its annual actuarial valuation. The current member contribution is 6.25%.

ARTICLE VII -- HEALTH AND WELFARE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

1. Health, Dental and Vision Insurance Coverage

A. Health Insurance:

Agreement between City of Elk Grove and
Police Officers Association (7/1/19 – 6/30/21)

The City shall contract with the California Public Employees Retirement System (PERS) for health benefits. All plans offered by PERS shall be available to employees in the bargaining unit.

B. Dental Insurance:

Dental insurance coverage shall be provided by the City at benefit levels in effect as of the current calendar year.

C. Vision Care Insurance:

Vision coverage shall be provided by the City at benefit levels in effect as of the current calendar year. Effective January 1, 2017 the City will offer enhanced vision benefits to include computer vision care and anti-reflective/blue light filtering for all employees in the bargaining unit.

D. City contribution to Health, Dental, and Vision Insurance Coverage:

- (1) The City shall pay a monthly contribution towards the cost of employee health insurance, in an amount equal to ninety percent (90%) of the monthly premium rates for Employee only, Two-Party, and Family. The employee shall pay an amount equal to ten percent (10%) of the premium for Employee only, Two-Party, and Family.
- (2) The City shall pay 100% of the Dental and Vision premiums for Employee only, Two-Party, Employee plus child, and Family, except as provided in D(3).
- (3) Employees hired prior to October 1, 2009 who show evidence of other group health insurance coverage and do not select a City health plan shall receive a monthly in lieu cash fringe allowance of \$650 per month. Employees hired on or after October 1, 2009 shall receive a cash fringe of \$300 per month. Employees who choose to receive the cash in lieu and select Dental and/or Vision coverage, shall pay the full cost of Dental and Vision premiums.

2. Life Insurance

The City shall provide employee group life insurance coverage. Coverage shall provide 100% of annual salary with a minimum of \$50,000 and a maximum of \$300,000.

3. Short Term Disability Program

State Disability Insurance (SDI) shall be the primary short-term disability insurance program for the EGPOA, this self-insured benefit will be paid by the employee and will replace up to 55% of salary after a seven (7) day waiting period. The City shall provide Lincoln National as secondary short-term disability insurance. This plan will replace up to 60% of salary in the absence of SDI or 5% in conjunction with SDI, with a fourteen (14) day waiting period

4. Long Term Disability Program

The City shall contract with Lincoln National for long term disability benefits. The City shall provide this benefit at no cost to the employee.

5. Flexible Spending Account

The City shall provide a flexible spending account which provides employees with the options of dependent care expenses with a calendar year maximum of \$5,000, and unreimbursed medical expenses with a calendar year maximum of \$2,550. The City shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

6. Health Retirement Account

A. Option I (Applies only to those employees within six years of PERS retirement eligibility as of July 1, 2009, listed on Attachment B)

- (1) Fully vested is defined as ten years of City service. Partial vesting commences upon five years of service, earning eligibility for 50% of the benefit. Each additional full year of service earns another 10% until full vesting is achieved (a partial year of service will not be prorated). All eligible candidates must retire from PERS within sixty days of separation from City service to participate in the City contribution.
- (2) Fully-vested participants will receive \$800/month benefit deposited into personally-managed investment accounts. Partially-vested participants will receive their eligible proportionate share of the fully-vested allowance deposited into personally-managed investment accounts.
- (3) The City's contribution is deposited into a master account and managed by the City. The Administrator transfers funds from this account monthly to participants' accounts.
- (4) Employees in HRA Option 1 will be required to contribute \$60.00 per pay period into an individual HRA account as established with the City's vendor. Monies are vested and investments are managed by the participant.
- (5) At separation of service, an employee shall receive 75% of accrued leave payout (combination of Annual Leave, Compensatory Time Off and Holiday In-Lieu) in either direct and/or deferred compensation. The value for the remaining 25% of accrued leave will be deposited directly into the HRA account.

B. Option II

- (1) Effective the first full pay period in July 2016, each participant in Option II will contribute based on their age on the first day of the fiscal year as follows:

Employee Age	Employee Contribution	Employer Contribution
34 and under	\$60.00	\$70.00
35-39	\$70.00	\$80.00
40-44	\$80.00	\$90.00
45 and over	\$90.00	\$100.00

At separation of service, an employee shall receive 75% of accrued leave payout (combination of Annual Leave, Compensatory Time Off and Holiday In-Lieu) in either

direct and/or deferred compensation. The value for the remaining 25% of accrued leave will be deposited directly into the HRA account.

7. Employee Assistance Program

The City shall make an employee assistance program (EAP) available to each eligible employee. The EAP shall provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

8. Health Benefits Advisory Committee

The parties agree to participate in a Health Benefits Advisory Committee to review existing health and welfare benefit programs, plan changes, and cost containment, including but not limited to, second tier health and related benefit contributions for new employees. EGPOA may select up to two City employee representatives to participate in Committee meetings. In addition to City representatives, the Committee may also include non EGPOA represented employees.

Employees who participate in Committee meetings shall do so without loss of compensation and shall not be entitled to overtime.

ARTICLE VIII -- HOURS OF WORK AND OVERTIME

1. Work Shifts and Work Schedules

- A. The Police Chief shall establish work shifts and work schedules for all employees. Employees shall work shifts of eight, nine, ten, eleven or twelve hours based on the Police Department's needs.
- B. The Police Department may redefine the first and last day of any scheduled workweek for each shift. The redefined workweek will be implemented for each work schedule based on the Police Department's scheduling requirements.
- C. Prior to any permanent change in shift schedules, the City will give notice to the EGPOA and, if requested by the EGPOA, meet over the impact of such change.
- D. Schedule Change – Employees that have completed the Field Training Program and are non-probationary employees shall be given at least seven (7) calendar days notice before changing an employees' regular shift unless exigent circumstances exist requiring less notice. Involuntary shift changes shall be done in reverse seniority order. This section does not preclude an employee from voluntarily agreeing to a change in schedule.

2. Rest Periods

- A. All full-time employees shall receive two paid fifteen (15) minute rest periods for each eight (8) hour shift.
- B. Rest periods shall be considered hours worked and employees may be required to perform duties.

3. Meal Period

- A. Except as set forth in subsection B below, all full-time employees shall receive one (1) unpaid meal period. Meal periods shall be either thirty (30) minutes or sixty (60) minutes in duration depending on the needs of the Police Department, as determined by the Police Chief.
- B. Full-time sworn employees, Dispatchers and other employees designated by the Police Chief who are assigned to shift work shall receive one thirty (30) minute paid meal period. Paid meal periods shall be considered hours worked and employees shall be subject to immediate return to duty.

4. Overtime

- A. Overtime may be required of any employee when the Police Chief determines it to be in the best interest of the City. Employees will be compensated only for overtime ordered or authorized by designated supervisory personnel.
- B. Overtime or compensating time off (CTO) will be paid for all hours worked outside an employee's scheduled hours of work.
- C. Time worked in excess of eight (8) hours in a day shall not count in determining whether an employee has worked in excess of forty (40) hours in a week.
- D. The overtime rate of pay shall be either one and one-half (1½) times the hourly regular rate of pay with respect to cash payment; or one and one-half (1½) hours for each hour worked with respect to CTO.
- E. Except as provided in subsection f below, CTO may be accrued in lieu of overtime pay at the rate of one and one-half (1½) hours of CTO for every one-hour (1) of overtime worked, up to a maximum of one hundred and twenty (120) hours. Employees may take CTO off at the convenience of the City and upon approval of the Police Chief. Employees may not accrue CTO in excess of the one hundred and twenty (120) hour maximum.
- F. From July 1, 2009 to June 30, 2011 employees were allowed to accrue a maximum of two hundred forty (240) hours of CTO. Effective July 1, 2011, the maximum accrual of CTO was returned to one hundred twenty (120) hours. Any hours earned between July 1, 2009 and June 30, 2011 in excess of one hundred twenty (120) hours (hereinafter referred to as "CTX" hours), and still on accrual effective July 1, 2012, shall be placed in a leave bank to be used as leave only. CTX hours may not be cashed out, except upon separation from employment from the City.

5. Shift Trades

- A. Employees may trade one or more work shift(s) with each other, subject to the following conditions:
 - (1) Shift trades shall be made only with the prior approval of the Police Chief.
 - (2) Employees trading shifts shall be qualified to work for each other.

- B. In the event an employee creates an approved shift trade agreement with another employee and that employee is unable to report to work the shift, the original employee shall either:
 - (1) Work the shift and receive no additional compensation; or
 - (2) Subject to Article VIII, Section 5, Subsection A above, secure another employee to work the shift; or
 - (3) Notify the department that the shift will be vacant due to shift trade, and the department will deduct the appropriate number of Annual Leave hours from the original employee's Annual Leave bank and fill the vacant shift with an employee selected by the department. If the department must fill the vacant shift with an employee on overtime status, Annual Leave at the rate of time and one-half will be deducted from the original employee's Annual Leave bank.
- C. The Police Chief reserves the right to cancel any or all shift trades if he/she deems it in the best interest of the department.

6. Annual Patrol Shift Bidding

Annual patrol shift bids will be conducted on or prior to November 15th of each year, with the new shifts to begin the first Sunday of the first full pay period in the following January. The shifts will be chosen for one (1) calendar year.

- A. Shift bidding shall be by classification for sergeants, police officers, and community service officers. Field Training Officers (FTOs) shall bid according to their seniority as police officers. The order of shift bidding shall be as follows: Sergeants, FTOs, K-9, Police Officers, and Community Service Officers.
- B. Employees in each classification may select their shift and days off during the annual shift bid.
- C. Probationary officers may be assigned to any shift at the discretion of management based on organizational need. In order to ensure effective placement of probationary officers, shift slots may be designated for those officers in advance of the general bid.
- D. Vacant shifts that are anticipated to be vacant for more than three (3) months will be posted for those interested, unless circumstances and organizational need dictate otherwise. If a shift vacancy is posted, it will be filled based on seniority, without the need to post up any vacancies created behind the first shift move.
- E. The Chief of Police or his designee shall design the shift plan each year and shall meet and confer with the EGPOA if any changes involving work hours, shift lengths, or days off are being implemented in the coming year's work schedule.
- F. Employees assigned to Patrol, who are anticipated to be off on extended leave or working in a modified duty capacity for a period of three months or more from the date of the annual patrol shift change, shall not be allowed to bid to a specific shift based on seniority. When the employee returns to Patrol in full duty capacity, s/he will be allowed to request a specific shift from those that are open at that time. Every effort will be made to grant that

shift request; however, it is possible the employee will be assigned to a different shift based on organizational need at the time.

ARTICLE IX – HOLIDAYS

1. Non-Shift Employees

- A. Employees who are not assigned by the Police Chief to work shifts shall receive the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day (Washington's Birthday)
Memorial Day
4th of July (Independence Day)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
Christmas Eve (4 hours)
Christmas Day
New Year's Eve (4 hours)
One (1) floating holiday as set forth in Item E below.

- B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday. Exception: If Christmas Eve or New Year's Eve fall on a Sunday, the preceding Friday shall be observed as the holiday.
- C. If a holiday falls on an employee's regularly scheduled time off, the employee shall receive an equivalent amount of time off to be scheduled with and approved by his/her supervisor within the same pay period as the holiday when possible, but not later than the end of the calendar year. Exceptions may be granted by the City Manager.
- D. Full time employees shall receive eight (8) hours' pay for holidays. Employees who work less than forty (40) hours per week shall generally receive pay for holidays commensurate with the percentage of hours worked based upon a forty (40) hour work week. Part-time employees who work less than twenty (20) hours per week shall not be paid for holidays. An employee must either work both the regularly scheduled work day immediately prior to a holiday and the regularly scheduled work day immediately after that holiday or be on an approved paid leave to receive holiday pay.
- E. As listed under Item 1 above, employees shall be entitled to one (1) floating holiday (8 hours) each July 1. To be eligible to earn a floating holiday, an employee must be classified as a regular full-time employee. Employees who work between twenty (20) and forty (40) hours a week shall be entitled to a prorated floating holiday. The floating holiday shall be credited to the employee's Annual Leave (Article X, Section 1). New employees

hired after July 1 shall not accrue a personal holiday until the following July 1. Employees must use all the floating holiday hours in the fiscal year they are received. If an employee has unused floating holiday hours from the previous fiscal year, the employee will not receive the floating holiday hours for the new fiscal year.

2. Shift Employees

Employees who are assigned by the Police Chief to work shifts shall receive a 5% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave credits on the books may take such time off and cash out such time in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

ARTICLE X -- LEAVES

1. Annual Leave

A. Accrual of Annual Leave

Full time employees shall accrue Annual Leave hours according to the following schedule:

Years of Employment	Annual Accrual	Maximum Accrual
0 - 4	22 days (176 hours)	44 days (352 hours)
5 - 14	27 days (216 hours)	54 days (432 hours)
15 +	32 days (256 hours)	64 days (512 hours)

Part time employees who work twenty (20) hours or more shall be entitled to Annual Leave benefits commensurate with the percentage of hours worked based upon a forty (40) hour workweek. Part time employees who work less than twenty (20) hours per week are not entitled to Annual leave. Accrual begins on an employee's hire date.

Once an employee reaches maximum accrual, the employee will stop accruing Annual Leave unless written approval is provided by the City Manager for extenuating circumstances.

B. Use of Annual Leave

Annual Leave hours may be used for any absence approved by the City, including:

- (1) Vacation;
- (2) An absence caused by illness or injury to the employee;
- (3) Doctor, dental and vision appointments for the employee; and
- (4) If the employee's presence is required due to the illness or medical appointment of an immediate family member. Members or immediate family include spouse, registered domestic partner, children, stepchildren, children of registered domestic partner, parents, brothers, sisters, parent-in-law, grandparents, and grandchildren.

The times during which an employee may use Annual Leave for vacation shall be determined by the Police Chief. Employees with less than three (3) months of employment

with the City shall not use Annual Leave for vacation purposes unless the use of such leave was agreed to and documented prior to employment with the City.

C. Use of Annual Leave for Illness or Injury

In order to receive compensation while using Annual Leave for an unscheduled illness or injury, the employee shall notify the Police Chief or his/her designee no less than two (2) hours prior to the start of a scheduled shift. When an unscheduled absence is for one (1) workday or more, the employee may be required to submit a physician's certificate with the Police Chief or the Human Resources Department, verifying the need to be absent due to illness or injury. The City retains the right to question and to limit the use of Annual Leave if the unscheduled leave is having a negative impact on City operations and performance.

D. Cash Out of Annual Leave/CTO

Once annually, during the month of November, employees may, upon written approval, receive compensation for up to eighty (80) hours total of their unused Annual Leave and/or CTO bank based upon the regular rate of pay. The ability to cash out Annual Leave is based upon the following criteria:

- 1) The employee used at least forty (40) hours of Annual Leave during the previous year; and
- (2) The employee shall have a minimum of eighty (80) Annual Leave hours balance after the cash out.

2. Bereavement Leave

- A. A full-time employee shall be eligible for up to forty (40) hours of paid Bereavement Leave in the event of the death of a member of the employee's immediate family. For purposes of Bereavement Leave, immediate family shall mean spouse, registered domestic partner, children, step-children, children of registered domestic partner, parents, brothers, sisters, parents-in-law, grandparents, and grandchildren.
- B. The employee shall give notice to his/her immediate supervisor prior to taking such leave.

ARTICLE XI -- GRIEVANCE PROCEDURE

1. Definition

The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or EGPOA which involves the interpretation, application, or compliance with the provisions of this Agreement.

2. Time Limits

Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level.

When days are used in this section for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

3. Presentation

An employee and/or EGPOA representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.

4. Procedure

All grievances as defined herein shall be processed in accordance with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. The City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure. However, steps of the grievance procedure may be waived by mutual agreement between the parties.

- A. STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee or EGPOA should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. The designated person to hear a Step 1 grievance is the employee's service area commander or his/her designee. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
- B. STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Police Chief, a formal written grievance. The designated person to hear a Step 2 grievance is the Police Chief or his/her designee. Within fifteen (15) days of the receipt of the formal grievance the Police Chief or designee shall meet with the grievant to discuss the matter. The Police Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Police Department and the reasons therefore, as related to the grievance.
- C. STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City Manager. The designated person to hear a Step 3 grievance is the City Manager or his/her designee. The City Manager or designee shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the City Manager or designee fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the EGPOA may request that the matter be submitted to binding arbitration. The City Manager or designee shall be the final level of appeal for grievances not represented by the EGPOA.

D. STEP 4. Arbitration.

- (1) A request for binding arbitration shall be made in writing to the Human Resources Department within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting.
- (2) An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the State Mediation and Conciliation Services. The parties shall request a list of seven (7) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the drawing of the names of the parties.
- (3) The arbitrator's decision shall be final and binding on the City, EGPOA, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement.
- (4) All fees and costs of the arbitrator and/or State Mediation and Conciliation Services shall be borne equally by the parties.
- (5) The arbitrator shall set the date, time and place of the hearing. The arbitrator shall set the date of the hearing not later than thirty (30) calendar days after selection of the arbitrator. Notice of the date, time and place of the hearing must be given by the arbitrator at least 24 hours in advance. Such notice may be given orally, by facsimile or electronic mail.
- (6) The arbitrator shall make an appropriate record of the proceedings. There shall be no stenographic record of the proceedings unless required by the arbitrator.
- (7) The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall have authority to decide matters of discovery and the issuance of subpoenas.
- (8) Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause, the arbitrator may schedule an additional day of hearing to be held within seven days.
- (9) There shall be no post hearing briefs unless required by the arbitrator.
- (10) The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the close of the hearing.
- (11) The award shall be in writing, signed by the arbitrator, and shall include a brief explanation in support of the award.

ARTICLE XII – DISCIPLINE PROCEDURE

1. Policy

It is the policy of the City that discipline of employees is to be imposed on an appropriate and consistent basis and, with respect to Police Department employees, in compliance with the Public Safety Officer's Procedural Bill of Rights. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules.

2. Definition

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

3. Persons Authorized to Initiate Disciplinary Action

Discipline may be initiated by those authorized in the City Personnel Rules and Regulations.

4. Application of Appeal Procedure

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment. An employee who has not successfully completed the applicable probationary period shall not be entitled to an administrative appeal of a disciplinary action, but shall not waive any rights under Public Safety Officers' Procedural Bill of Rights, California Government Code section 3300, et seq.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment. A temporary employee shall not be entitled to an administrative appeal of a release from temporary appointment.
- D. Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status. An employee in a temporary upgrade status shall not be entitled to an administrative appeal of a release from temporary upgrade status.
- E. Section 7 (Skelly Meetings) and Section 8 (Appeal of Disciplinary Action) shall not apply to written reprimands. A written reprimand shall be appealable, within ten (10) calendar days of receiving the written reprimand. The Police Chief or his/her designee shall serve as hearing officer for the administrative appeal. The administrative appeal shall serve as the employee's opportunity to refute the allegations giving rise to the written reprimand. The hearing officer shall have the ability to sustain, modify, or withdraw the written reprimand. The hearing officer's decision shall be final and not subject to further appeal.
- F. Upon the request of an employee, a written reprimand shall be removed from an employee's personnel file after two (2) years from the original date of issuance; provided,

however, that the employee has not been subject to disciplinary action during the two (2) year period.

- G. A counseling memorandum, letter of instruction or similar action shall not be considered formal disciplinary action. Such measures shall be considered corrective action. The Police Chief may issue General Orders defining corrective action measures and identify those management personnel who can issue such measures. Corrective action may be appealed to the Police Chief or designee; the decision shall be final and not subject to further appeal. Discipline shall be for cause. The list of causes for disciplinary action contained in the Elk Grove Police Department Policies and Procedures, Section 340, constitutes a portion of the disciplinary standards of the Police Department. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for specific action or inaction that is detrimental to efficient department service.

6. Preliminary Notice of Proposed Discipline

- A. A copy of the proposed discipline shall be served upon the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) work days after the date of mailing.
- B. The Notice of Proposed Discipline shall include:
- (1) A statement of the nature of the disciplinary action;
 - (2) The effective date of the disciplinary action;
 - (3) A statement of the cause(s) for the disciplinary action citing the item(s) under Article XII, Section 5 above which have been violated;
 - (4) Any supporting material or documentation;
 - (5) A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and
 - (6) The name and address of the person to whom all written communication regarding this appeal shall be sent.

7. Skelly Meeting

- A. An employee who is subject to disciplinary action shall have the option, within five (5) work days after receiving a Proposed Notice of Disciplinary Action, to request and participate in a Skelly Meeting. The proposed discipline shall become final if the employee fails to participate in the Skelly Meeting. Failure to request or participate in a Skelly meeting shall not preclude the employee's right to proceed to arbitration, if the Department head or designee imposes discipline.
- B. The City shall appoint a "Skelly Officer". The Skelly Officer shall meet with the employee and the employee's representative, if any, listen to arguments and receive documents presented by the employee. The Skelly Officer may recommend to the Department Head or designee that the proposed action be dismissed, modified, or sustained. Within ten

(10) calendar days and in writing, the Department head or designee shall respond to the employee and the employee's representative, if applicable. If the proposed discipline is sustained or modified by the Department head or designee, the disciplinary action shall be implemented. A Final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

- C. Upon mutual agreement, the employee and the City may agree to modify the time lines contained in this subsection.

8. Appeal of Disciplinary Action

- A. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, with the exception of written reprimands, the disciplinary action may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Department. Failure to appeal shall constitute an exhaustion of administrative remedies and there shall be no further appeal before any court, administrative tribunal or any other forum on any legal theory or basis.
- B. An appeal of a disciplinary action to arbitration is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
- C. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, or his/her representative, and the City.
- D. An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the State Mediation and Conciliation Services. The parties shall request a list of seven (7) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the drawing of names of the parties.
- E. The fees and expenses of the arbitrator and/or the State Mediation and Conciliation Services shall be shared equally by the EGPOA and the City, in the event the employee subject to the disciplinary action is represented by the EGPOA. In the event the employee subject to the disciplinary action is not represented by the EGPOA, the City shall pay the fees and expenses of the arbitrator and/or the State Mediation and Conciliation Services. The parties shall bear their own attorney fees.
- F. The arbitrator shall set the date, time and place of the hearing. The arbitrator shall set the date of the hearing not later than thirty (30) calendar days after selection of the arbitrator. Notice of the date, time and place of the hearing must be given by the arbitrator at least twenty-four (24) hours in advance. Such notice may be given orally, by facsimile or electronic mail.
- G. The employee shall be entitled to appear personally at the hearing and produce evidence.
- H. There shall be no stenographic record of the proceedings unless required by the arbitrator or mutually agreed upon by all parties.
- I. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The

arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause, the arbitrator may schedule an additional day of hearing to be held within seven days.

- J. There shall be no post hearing briefs unless required by the arbitrator.
- K. The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the close of the hearing.
- L. The award shall be in writing, signed by the arbitrator, and shall include a brief explanation in support of the award.
- M. The arbitrator's decision shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

ARTICLE XIII – REDUCTION IN FORCE

1. Reduction in Force

A. Layoff:

When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in the Police Department, the order in which employees will be laid off within each class affected by the layoff shall be based on seniority as provided in Article XIII, Section 1, Subsection C.

B. Area of Layoff:

The City shall determine the area(s) and positions in which layoffs may occur, including the identification of the division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, the City will give notice to EGPOA prior to implementation of the layoff, and upon request, shall meet with EGPOA in good faith regarding the impact of the layoff and, consistent with Article XIII, Section 1, Subsection H. Unless agreed otherwise, the following layoff procedures shall be followed:

- (1) Employees holding temporary, seasonal, part-time, probationary, or provisional appointments shall be laid off first. Employees serving in a regular part-time position shall be laid off second. Employees who have completed probation (i.e. permanent employees) shall be laid off last. Employees off work on approved leave (workers compensation, disability leave, etc.) who are identified for layoff shall be laid off in the same manner as if the employee was on active duty.
- (2) Should it become necessary to lay off permanent employees, the employees laid off shall be those with the least service credit within the identified classifications in the department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

Nothing in this section shall delay or limit the City's right to lay off employees.

C. Seniority Defined:

- a. For employees hired on or after June 1, 2009, seniority shall be defined by the date of most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.
- b. If an employee promotes, demotes, or transfers into another classification, seniority shall be defined by the date of most recent appointment to that new classification.
- c. If an employee subsequently promotes, or voluntarily demotes or transfers back to a classification previously held by him/her, then seniority shall be defined by the number of days served in that classification with a new date calculated based on the date the employee is reassigned to the classification, plus the number of days previously served in that same classification (counting backwards on the calendar), thereby giving the employee full credit for the time served in that classification prior to the promotion, voluntary demotion, or transfer.
- d. When two or more newly hired employees have the same seniority date, the order of seniority for those employees shall be determined by the order in which the names are drawn by lot by the Human Resources, except as stated in subsection (d) of this section.
- e. When two or more newly hired lateral police officers have the same seniority date, the order of seniority for those employees shall be determined by the date of the Basic POST certificates held by these employees. If two or more newly hired lateral police officers have the same date on his/her Basic POST certificates, then seniority shall be determined by the order in which the names are drawn by lot by the Human Resources Director.
- f. When two or more current employees in sworn classifications are promoted on the same day to the same classification, seniority in the new classification shall be determined based on their placement on the promotional eligibility list.
- f. If a Trainee promotes into an Entry Level Officer position and an Entry Level Officer is hired on the same day, the promotion shall have seniority over the newly hired Officer.
- g. When two or more current employees in non-sworn classifications are promoted on the same day to the same classification, seniority in the new classification shall be determined by the order in which the names are drawn by lot by Human Resources.

D. Notification:

Employees to be laid off shall be given final written notification by the City of such action. Whenever possible, such notification shall be given a minimum of thirty (30) calendar days prior to the effective date of the layoff. At its discretion, the City may also issue preliminary written layoff notices.

E. Right to Demote:

Any employee who is scheduled for layoff shall have a right to demote to a class in which the employee formerly held permanent status. Any employee who is scheduled for layoff in the class of Sergeant, Dispatch Supervisor or Records Supervisor will have a right to demote into the class of Police Officer, Dispatcher or Records Technician respectively, even if they did not hold permanent status in that class. Any employee scheduled for layoff in a class outside the bargaining unit will be allowed to bump into a class in the bargaining unit if they formerly held permanent status in that class. If there is no authorized position in the class to which the employee would otherwise have a right to demote, then the employee shall be laid off from employment.

The right to demote shall be implemented as follows:

- (1) If there is only one other lower salaried class in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two or more lower salaried classes in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class, and the demoting employee has less seniority than all other employees in that class, the above process shall continue until the demoting employee either reaches a class in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class shall be laid off from that class and shall have the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted each demotion, subject to the employee's right to resign from employment.
- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

F. Reemployment:

The names of employees laid off in accordance with provisions of this section shall be placed on a reemployment list. Names shall be placed on a classification reemployment list in order of seniority. In the event that a person on layoff declines reemployment to a vacant position or cannot be contacted through telephone and certified mail within fifteen (15) working days, such person's name shall be removed from the reemployment list.

A reemployment list will remain in effect for two (2) years unless specifically extended, or sooner exhausted. Upon reinstatement an employee will be eligible for all benefits acquired by the employee prior to the layoff, including prior Annual Leave accrual rates and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

G. Appeals:

Interpretations of the provisions of this section may be appealed through the grievance procedure (Article XI) of this Agreement. Such grievances must be filed within five (5) work days of final written notification of the proposed layoff. For the purpose of appealing interpretations of this section, grievances shall be filed directly with the City Manager. The filing of a grievance shall not prevent the City from implementing the layoff. The reasons or necessity for the layoff shall not be subject to the grievance procedure or appeal.

H. Alternatives to Layoff:

The City agrees to notify EGPOA of its intent to lay off employees in the Police Department prior to sending final written layoff notices to impacted employees. The City and EGPOA agree to meet and confer in good faith on alternatives to layoff, including but not limited to, voluntary employee furloughs, mandatory employee furloughs, salary reductions, benefit reductions and other cost savings measures. The City agrees to notify EGPOA of the amount of any funding shortfall and the amount of budgetary savings necessary to mitigate the need to lay off employees. EGPOA agrees to present any alternative to layoff proposed by the City to the EGPOA membership for consideration.

Nothing in this section shall delay or limit the City's right to lay off employees.

ARTICLE XIV – EMPLOYEE STATUS

1. Employment Status – Public Safety Officers' Procedural Bill of Rights (Sworn Personnel and Dispatchers)

The employment of each employee who is a sworn public safety officer with the City is subject to the procedural requirements of the Public Safety Officers' Procedural Bill of Rights, California Government Code section 3300, et seq.

A. Probationary Period

Sworn Personnel

Subject to the requirements of the Public Safety Officers' Procedural Bill of Rights, all new hires and newly promoted employees into the position of police officer shall be subject to a probationary period for the first eighteen (18) months of employment. All lateral entry level police officers shall have a probationary period of twelve (12) months which shall start the first work day after completion of their field training program.

Dispatchers and Dispatch Supervisors

All new hires and newly promoted employees into the position of Dispatcher and shall be subject to a probationary period for the first eighteen (18) months of employment. All lateral Dispatchers and Dispatcher Supervisors shall be subject to a probationary period for the first twelve (12) months of employment.

Non-Sworn Personnel

All non-sworn personnel, except Dispatchers (as described in the immediately preceding paragraph), shall be subject to a probationary period for the first twelve (12) months of employment.

B. Objective of Probationary Period

The probationary period shall be regarded as a part of the examination process. During this period, the employee's work performance shall be closely observed and evaluated to determine the capability of the new employee in his/her position. This period will also be a time to provide an effective orientation for the employee, educating him/her in prevailing management practices, policies and procedures, and training him/her in the tasks associated with the assignment.

C. Completion of Probationary Period

The Chief of Police or his/her designee shall notify the appropriate supervisor and the employee concerned at least two (2) weeks prior to the expiration of any probationary period. If the performance of the employee has been satisfactory to the supervisor, he/she shall file with the Chief of Police or his/her designee a statement in writing that such employee has successfully completed the period. If the performance of the employee has not been satisfactory to the supervisor, he/she shall file with the Chief of Police or his/her designee a statement in writing that such employee has not successfully completed the period at which time appropriate job action may be taken by the Chief of Police or his/her designee in accordance with the Public Safety Officers' Procedural Bill of Rights.

D. Extension of Probationary Period

On occasion it may be necessary to extend an employee's probationary period to ensure s/he is meeting the standards for the position. Probationary periods may be extended as follows:

- When marginal performance exists or an employee demonstrates a need for additional evaluation, upon recommendation from a supervisor and approval by the Chief of Police, the probationary period may be extended for a period not to exceed nine (9) months.
- In circumstances involving periods of extended absence, a supervisor, with the approval of the Chief of Police, may extend an employee's probationary period by either:
 - The period(s) of the absence(s), or
 - Any period of time that would guarantee a minimum of twelve (12) months of uninterrupted service.

ARTICLE XV – EMPLOYEE PERFORMANCE EVALUATION

1. Performance Evaluation

Regular employee performance evaluations shall be made as to the efficiency, competence, conduct, and merit of City employees. The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. Performance evaluations should be used to identify specific strengths and weaknesses in the employee's job-related performance; to acknowledge the merit of above standard performance; and to prescribe the means and methods of upgrading deficiencies to a required or desired level of performance.

2. Authority to Prepare Performance Evaluations

Performance evaluations shall be made on a form prescribed by the City. The Police Chief shall prepare or delegate the preparation of performance evaluations to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The Police Chief shall review and approve all performance evaluations of departmental personnel prior to review with the affected employee.

3. Frequency and Distribution of Performance Evaluations

- A. Employee performance evaluations shall be prepared for probationary employees at least every three (3) months during the probationary period. Employees shall be evaluated during a formal training program by daily, weekly, and monthly evaluations until successful completion of the training program.
- B. For regular full-time employees, a performance evaluation shall be submitted within ten (10) calendar days prior to the employee's anniversary date each year (original date of hire into the employee's current classification). In addition, a performance evaluation may be prepared at any time at the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary and appropriate.
- C. Performance evaluations shall be prepared with a copy to the employee and the employee's department file. The original shall be forwarded to the Department of Human Resources for review and retention in the employee's official personnel file.

4. Review with the Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or are unacceptable. Employees shall also be encouraged to comment about their work performance, either in a written statement attached to the report or verbally. The employee shall sign the performance report to acknowledge awareness of its contents and discussion of the report with the evaluator. The employee's signature does not necessarily mean that the employee fully agrees with the contents of the report and may so state on the report before signing.

5. Salary Step Advancement

- A. Advancement from one salary step to the next through the salary range pursuant to Article V, Section 3 shall be contingent on the employee receiving an average score of 3.0 or greater on the standard performance evaluation form.
- B. Consistent with Article V, Section 5, an employee who does not receive an average score of 3.0 or greater on his/her performance evaluation shall not advance to the next higher step in the salary range. Such employee shall receive a second, interim performance evaluation not later than six (6) months after the employee's annual performance evaluation date. If the employee attains an average score of 3.0 or greater on the interim evaluation, the employee shall then advance to the next step in the salary range. If the employee receives an average score of less than 3.0 on the interim evaluation, the employee shall not advance to the next step in the salary range. Such employee shall again be eligible for advancement to a higher step when the employee's performance is again evaluated on his/her anniversary date. Any advancement to a higher salary step after a delayed successful performance evaluation shall not be retroactive. Failure to attain a score of 3.0 on a performance evaluation and failure to advance to a higher step in the salary range shall not be appealed beyond Step 3 of the Grievance Procedure (Article XI, Section 4, Subsection C).

ARTICLE XVI – ALLOWANCES AND REIMBURSEMENTS

1. Tuition Reimbursement

- A. Full-time employees with a minimum of six (6) months of continuous employment with the City who are earning a college or university degree that is job-related may request to be reimbursed for some of the cost of tuition and books. The schedule of reimbursement shall be as follows:
 - (1) Eighty (80%) of the cost of tuition and books up to a maximum of \$1,000 per calendar year for employees attending a Community College.
 - (2) Eighty (80%) of the cost of tuition and books up to a maximum of \$2,500 per calendar year for employees working towards a Bachelor of Arts or Bachelor of Science degree at an accredited college or university.
 - (3) Eighty (80%) of the cost of tuition and books up to a maximum of \$3,500 per calendar year for employees working towards a Master of Arts or Master of Science degree at an accredited college or university.
- B. Employees must obtain written approval from the Police Chief and the Director of Human Resources prior to taking classes for which the employee desires to be reimbursed. Reimbursement shall only be made at the conclusion of the class and where the employee has achieved a grade of "C" or better.
- C. All classes shall be taken on the employee's own time and an employee shall not be entitled to compensation.

- D. Any employee voluntarily terminating employment within twenty-four (24) months of receiving reimbursement under this Section will be responsible for repaying the City of Elk Grove the full amount of the reimbursement received. An employee involuntarily separated (termination, lay-off, or industrial disability retirement) will not be required to reimburse the City.
- E. Part-time employees working twenty (20) or more hours a week shall be eligible to receive reimbursement pursuant to items A through D above on a pro-rata basis.

2. Quarter Master Program

- A. Employees in classifications required by the Police Chief to wear a uniform shall participate in the City's Quarter Master Program.
 - (1) Uniforms shall be as prescribed by the City.
 - (2) The City will provide the initial issue of uniforms.
 - (3) The City will provide for the cleaning of uniforms.
 - (4) The City will replace any uniform item or equipment authorized by the department that has been lost, stolen, damaged or rendered unserviceable as a result of on-duty activity.
- B. The City shall report to PERS the estimated value of up to \$1,000 per fiscal year for each uniformed employee for purposes of issuing, cleaning, maintaining and replacing uniforms. The amount reported to PERS may vary depending on the uniform each employee is required to wear.
- C. Effective July 1, 2019, employees assigned by the Police Chief as Detectives or sworn employees who are required to wear business attire for more than fifty percent (50%) of their work week shall receive a bi-weekly clothing allowance of \$38.46 per pay period.

ARTICLE XVII – MISCELLANEOUS

1. Joint Labor-Management Committee

The parties agree to continue the joint labor-management committee. The purpose of the committee is to jointly discuss matters within scope of representation. Either party may present issues to be discussed by the Committee. The Committee shall be made up of three representatives of the EGPOA and three representatives from the City. Upon mutual agreement, either party may bring experts or additional personnel as warranted. The committee shall meet regularly, with EGPOA representatives serving without loss of compensation.

2. Voluntary Wellness Program

The City of Elk Grove shall provide a Voluntary Wellness Program. The purpose of the program is to encourage the proper physical conditioning and health of sworn personnel. The Police department shall determine specific procedures and policies to implement this program. A key element shall include regular exercise programs.

Sworn personnel may be granted two (2) hours per work week of release time to take part in City sponsored exercise programs. Time spent participating in exercise programs shall be considered hours worked and employees may be required to cease exercising and perform peace officer duties. Exercise programs shall be scheduled at the discretion of appropriate supervisory personnel.

Should the Police Chief and City Manager determine that funding is available; the department shall add program elements, including additional classes and equipment to the Voluntary Wellness Program. The parties also agree to add the modification and/or expansion of the Voluntary Wellness Program as a top agenda item of the Joint Labor-Management Committee (Article XVII, Section 1).

3. Personnel Rules

The parties agree that personnel rules, policies and procedures governing matters not covered by this Agreement or rules, policies and procedures implementing this Agreement shall continue in full force and effect unless modified by the City. The City agrees to notify EGPOA in advance of any change to City personnel rules, policies and procedures, and to meet and confer over the impact of such changes prior to implementation.

Should any provision of this Agreement alter or conflict with any City rule, policy or procedure, this Agreement shall be controlling and supersede said City rule, policy or procedure, or parts thereof.

4. Meeting and Conferring During Term of Memorandum of Understanding

During the term of this Memorandum of Understanding, representatives of the City and the EGPOA may meet and confer on matters of mutual concern. Agreements reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager, approved as to form by the City Attorney, and signed by an authorized representative of the EGPOA. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

5. Savings Clause

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected.

6. Total Agreement

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Therefore, except as provided herein, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, as well as any subject or matter not referred to or covered in this Agreement.

ARTICLE XVIII -- TERM

1. Term of Agreement

This Agreement incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Agreement shall be effective as of July 1, 2019 and shall expire June 30, 2021.

2. Signature Clause


The terms and conditions of this Memorandum of Understanding are executed this 26 day of June, 2019 by the employer-employee representatives whose signatures appear below.

CITY OF ELK GROVE

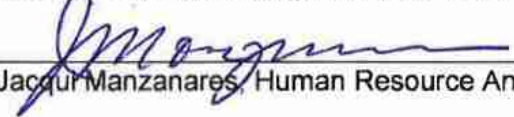

Jason Behrmann, City Manager


Laura Izon, Chief Negotiator


Jacquie Langenberg, Human Resource Manager


Paul Solomon, Captain


Brad Koehn,
Director of Finance & Administrative Services



Jacquie Manzanara, Human Resource Analyst

Approved as to form:



Jonathan Hobbs, City Attorney

ELK GROVE POLICE OFFICERS
ASSOCIATION


Mark B. Salvo, Chief Negotiator


Nate Lange, President


Jason Kearsing, Vice President


Terry Cooley, Secretary


Jamie Hudson, Dispatch Supervisor

ATTEST:


Jason Lindgren, City Clerk

Date: June 28, 2019



ATTACHMENT A
(Article V, Section 4)

POST Incentive Request Form

I, _____ state that I have completed all of the requirements to receive my:

☐ Intermediate POST certificate ☐ Advanced POST certificate

I have not yet received my POST certificate, but have applied for it and a copy of that application has been verified by the Police Department Professional Standards.

In exchange for the City of Elk Grove agreeing to start paying me the education incentive pay related to the above-described POST certificate before I have received it, I agree to reimburse the City of Elk Grove all of the education incentive pay related to the above-described POST certificate, if the issuance of the POST certificate is denied by POST for any reason.

In the event my POST certificate is denied, I understand and agree that my education incentive pay will be reversed, and I agree to reimburse the City as follows (select one):

- ☐ Lump sum payroll deduction-- within 30 days of the date the City's statement containing the total education incentive pay subject to reimbursement.
- ☐ Authorizing automatic payroll deductions for the full amount of the education incentive pay subject to reimbursement in the same amounts and pay periods in which the payment was received.
- ☐ Deduction of accrued leave

I further understand that if I am required to reimburse the City as outlined above, there may be tax consequences to which I will be solely responsible.

Upon receipt of the POST certificate, I shall immediately forward a copy to the appropriate staff of the Police Department Professional Standards, who shall then forward a copy to the City Human Resources Department.

Dated: _____

Signature: _____

ATTACHMENT B

(Article VII, Section 6)

Retiree Health Savings Account (RHA)

The following employees are eligible to participate in RHA Option I:

Vlarnis, Chris