



MEMORANDUM OF UNDERSTANDING

Between

**THE CITY OF PLACENTIA
and
PLACENTIA POLICE OFFICERS ASSOCIATION
(PPOA)**

July 1, 2025 – June 30, 2027

No. PPOA 25-27
Adopted October 21, 2025, Resolution No. R 2025-55

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PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police Officers' Association (hereinafter called "PPOA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of PLACENTIA and PPOA. PPOA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of PLACENTIA recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

Unless otherwise noted, changes to wages, hours, and conditions of employment are prospective following City Council approval of the Memorandum of Understanding (MOU).

ARTICLE 1 - PPOA RECOGNITION

PLACENTIA hereby recognizes the Placentia Police Officers' Association ("PPOA") as the representative for all its members to the fullest extent allowable under California law, the Meyers-Milias-Brown Act Government Code Section 3500, et seq., applying to public employees. As public employees, such Unit Employees have the right to discuss individual problems of employment with PLACENTIA, provided that, upon request of a Unit Employee, the PPOA shall be kept fully informed and have the right to be present and represent the Unit Employee at all such meetings between PLACENTIA and the individual or when City Rules, Regulations, Policies or laws affecting wages, hours and/or other terms and conditions of employment may be amended or changed.

The City agrees that the Representatives of the Association, shall be entitled to meet and confer with Management during said representatives' normal working hours (no more than three hours per meeting) without suffering any loss in pay while absent from duties for such purpose.

ARTICLE 2 - PPOA RIGHTS

A. Membership Dues

The City will provide dues authorization forms to new employees who may become members of the Association. When the City receives a dues authorization form or upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PPOA. Dues deductions begin the beginning of the pay period following the City's receipt of notice from the PPOA.

B. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the Association and Directors of the Association or their designees.

In the interests of facilitating communication with Association members and the distribution of information to association members, the Association may utilize the City's e-mail system to communicate with association members in matters of normal association business. The City's e-mail system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act. PPOA may use the City's email for a reasonable amount of time for PPOA business.

C. PPOA Business On City Time

PPOA members will be allowed to conduct a reasonable amount of PPOA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected class under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES

The City and PPOA agree, during the term of the MOU, to meet and confer pursuant to the Myers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 – PROBATION

- A. All original Police sworn personnel appointments shall be tentative and subject to a probationary period of one year (12 months) of actual service.
- B. Newly-hired entry-level Police Officers (not possessing a POST Basic Certificate) shall be subject to an eighteen (18) month probationary period.
- C. The City Administrator may establish a longer probationary period for specified cases.
- D. The police department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Department before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one-step in the salary schedule after twelve (12) months of service in the current step and with satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix "A" attached to this MOU.

A. Compensation

1. Effective the first full pay period following July 1, 2025, the salary range will be increased by eight percent (8%). Individuals will receive an adjustment of eight percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2026, the salary range will be increased by two percent (2%). Individuals will receive an adjustment of two percent related to the change in the salary schedule.

B. Education Incentive

1. Police Officers with an Associate of Arts/Science degree (AA/AS) will receive a four- and one-half percent (4.5%) differential applied to the base hourly rate of pay.
2. Police Officers with a Bachelor of Arts/Science degree (BA/BS) will receive a seven percent (7%) differential applied to the base hourly rate of pay.
3. Police Officers may receive Basic POST Pay and one other differential (POST or education incentive). These pays calculate off the base hourly rate of pay and do not compound.
4. To the extent permitted by law, the City shall report education as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2).
5. If a unit employee possesses both education and POST, payroll shall report it to CalPERS as education incentive pay.

C. POST Certification Differentials

1. Police Officers in possession of a Basic POST Certificate receive Basic POST incentive pay of two- and one-half percent (2.5%) applied to the base hourly rate of pay.
2. Police Officers with an Intermediate POST certificate will receive a four- and one-half percent (4.5%) differential applied to the base hourly rate of pay.
3. Police Officers with an Advanced POST certificate will receive a seven percent (7%) differential applied to the base hourly rate of pay.
4. Police Officers may receive Basic POST Pay and one other differential (POST or education incentive). These pays calculate off the base hourly rate of pay and do not compound.

To the extent permitted by law, the City shall report POST pay as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2)

If a unit employee possesses both education and POST, payroll shall report it to CalPERS as education incentive pay.

D. Longevity Pay Program

Unit employees who have completed five (5) years of service with the City of Placentia will receive longevity pay of four percent (4%) applied to the base rate of pay.

Unit employees who have completed fifteen (15) years of service with the City of Placentia will receive an additional longevity pay of five percent (5%) (for a total of nine percent (9%) applied to the base rate of pay.

To the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571(a)(1) and 571.1 (b)(1) Incentive pay – Longevity.

E. Special Assignment Pay

1. Police Officers assigned to Investigations shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Investigation.

2. Police Officers assigned to Canine duties shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 (b)(1) Special Assignment Pay – Canine Officer.

3. Police Officers assigned to Personnel and Training shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Administrative Officer.

4. Field Training Officer

- a. Police Officers who are designated to act as a Field Training Officer (FTO) shall receive five percent (5%) applied to the base rate of pay whether they have a current trainee or not.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

- b. City agrees to provide an additional four (4%) applied to the base rate of pay for those unit members assigned to FTO specialty and actively training.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

- 5. Police Officers assigned motorcycle duty or assigned to the Traffic Division shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Motorcycle Patrol or Traffic Detail.

- 6. Police Officers assigned to School Resources Officer duty shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Liaison.

- 7. Homeless Liaison Officer

- a. Police Officers assigned as a Homeless Liaison Officer (maximum of two assignments) shall receive \$225 per month while working in this assignment.

This additional compensation is not reportable to CalPERS as special compensation.

- b. Police Officers assigned to a full-time special assignment as a Homeless Liaison Officer shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR Sections 571 and 571.1 – Special Assignment Pay.

- 8. Police Officers regularly assigned to a shift where more than half of the regularly assigned hours falls between 6:00 p.m. and 6:00 a.m. will receive a shift differential of two- and one-half percent (2.5%) applied to the base rate of pay for the regularly scheduled hours assigned to the night shift.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Shift Differential.

F. Bilingual Pay

- 1. Police Officers who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City to receive Bilingual Pay differential of \$165 per month to speak another language.
- 2. Police Officers who have the bilingual fluency above basic conversation, and including the ability to read and translate may receive \$250 per month.
- 3. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The Police Department must pre-approve

need for bilingual specialty. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

4. To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Bilingual Premium.

G. Marksmanship Incentive Pay

Incentive Pay for Distinguished Expert at \$150.00 and Expert at \$100.00 shall be available to all full-time unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Police Chief. Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warmup of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Police Chief.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 (a)(1) and §571.1 (b)(3) Marksmanship Pay.

H. New Employee Finder's Fee/Incentive Pay

City agrees to provide unit members with a Finder's Fee of \$1,000 for the recruitment of a Police Officer that successfully completes the FTO program. City agrees to pay \$1,000 to Police Officers who successfully complete the FTO program. This pay is not reportable to CalPERS as special compensation.

I. Lateral Police Officers

The Police Chief has been provided the discretion to hire lateral transfers at an initial pay step consistent with the employee's experience and background and to provide POST certification or education pay upon hire to eligible employees. Additionally, the City may permit leave accrual rates that grant consideration for prior sworn service and set accruals at a higher tier than entry level.

ARTICLE 9 - OVERTIME AND WORK SCHEDULES

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven (7) day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.
3. Effective for the first full pay period after ratification of this contract by City Council, all overtime is defined as MOU/Contract overtime and is defined as utilized leave/credit hours and hours actually worked that exceed eighty (80) hours paid in a fourteen (14) day

pay period. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as one and one-half (1 ½) times the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
 - a. POST
 - b. Education Pay
 - c. Longevity Pay
 - d. Special Assignment Pay
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.
3. Effective the first full pay period after this contract is ratified by City Council, all overtime will be calculated per Section B., Item 1 in this article.

C. Compensatory Time Off (CTO)

1. Police Officers may accrue non-FLSA Compensatory Time Off (CTO) in lieu of payment for MOU/Contract overtime hours worked. There is no maximum cap on the non-FLSA CTO accrual. The non-FLSA CTO bank is also used for the receipt of holiday in lieu accruals.
 - a. Non-FLSA CTO accruals are capped at a maximum four hundred twenty-five (425) hours.
 - b. Unit employees with banks over the maximum will be frozen and the City will work with unit employees on options to reduce accrual hours in this bank.
2. Police Officers may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.
3. Effective the first full pay period after this contract is ratified by City Council, unit employees may accrue CTO in lieu of payment for working overtime. Unit employees have the option of accruing said overtime in either their non-FLSA CTO or FLSA CTO banks.
4. Police Officers who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular rate of pay prior to promotion.
5. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Overtime for Extra Events at Placentia-Linda Unified School District (PYLUSD)

Members assigned to work overtime for special detail/extra events at schools will receive a four (4) hour minimum when scheduled for special detail/extra events.

E. Work Schedules

1. Police Officers working in Patrol work the 3/12.5 hour work schedule. Each week, employees work three 12.5-hour work days and during a four week period, employees work an additional ten (10) hour work day. This will result in seventy-five (75) regularly scheduled hours in one fourteen (14) day work period and eighty-five (85) regularly scheduled hours in the other fourteen (14) day work period. Unit members are regularly scheduled for one hundred sixty (160) hours in a four (4) week period. The basic work hours for patrol shifts shall be:
 - a. Day shift: 0600-1830 hours
 - b. Night shift: 1800-0630 hours
2. Police Officers working in assignments other than patrol, work the 4/10 work schedule and work four (4) ten (10) hour consecutive work days each week. These schedules and hours are assigned by the supervisor.
3. Work schedules and hours of work are set under the direction of the Police Chief and shifts are selected by seniority.
4. Police Trainees shall be subject to the hours of work designated by the Police Academy and/or Police Chief or their designee.

F. Shift Trades

Subject to approval by the Police Chief and subject to departmental manpower requirements, unit employees will be permitted to voluntarily trade work or leave days providing that employees scheduled to work must inform their supervisor generally seventy two (72) hours in advance of any voluntary trade of work days or leave days.

The employee taking the shift off will have the actual hours taken off removed from their specified leave bank; providing further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this MOU.

The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of these schedules.

G. Specialty Positions Assignment, Rotation, and Removal

Specialty Positions are understood to include:

1. Canine Officer
2. Detective (Including Those Assigned To Task Forces)
3. Homeless Liaison Officer

4. Personnel and Training
5. School Resource Officer
6. Special Enforcement Detail (Narcotics and Gangs)
7. Traffic Officers (including Motors, Commercial Enforcement, Accident Investigation and DUI enforcement)

Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

Specialty Position assignments are intended to be for a minimum period of three (3) years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the officer to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The typical duration for a Specialty Assignment is three (3) years. Any person, holding a Specialty Position may receive two (2) two-year (2) extensions at the conclusion of the three (3) year assignment. Those extensions will be based upon documented job performance and the approval of the Police Chief and are not guaranteed. For purposes of this policy, documented job performance will include that performance articulated in the employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums. The decision of the Police Chief to deny an extension shall not be considered discipline and is not appealable.

At the conclusion of the above-described seven (7) year maximum assignment period the position will be opened to interested, eligible personnel. Any person holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond seven (7) years will be made, year by year.

Any person in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three (3) year period and would be eligible to qualify for two (2) two (2) year extensions as described above.

Personnel assigned to patrol will not be subject to mandatory rotation out of patrol as patrol is not deemed a special assignment.

H. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any Police Officer removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within ten (10) days of receiving notice of removal, in accordance with the following:

1. Hearings shall be conducted by the City Administrator or his/ her designee.
2. The question to be decided is whether the City abused its discretion in removing the Police Officer from the Specialty Pay position.

3. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible people are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
4. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.
5. Testimony shall be recorded by means of either a tape recording or certified court reporter.
6. Witnesses shall be sworn unless both parties stipulate otherwise.
7. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
8. The Police Officer appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the officer shall have the right to cross-examine any witness called to testify by the City. During the presentation of the officer's case, the City shall have the right to cross-examine any witness called by the employee to testify.
9. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
10. Both parties shall have the right to present an opening argument prior to the presentation of any evidence and a closing argument after the presentation of all evidence.
11. The City Administrator, or their designee, shall decide all questions of procedure and evidence.
12. The City Administrator, or their designee, shall issue a written decision within thirty (30) days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or their designee.
13. The decision of the City Administrator shall be final and binding. If the City Administrator chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.
14. Any objection to the City Administrator, or their designee, on the grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

I. Court Time

If a unit employee is subpoenaed to court on City business during their off-duty hours, such court time shall be compensated at time and one-half (1 ½) pay or time and one half (1 ½) comp time spent in court. A unit employee shall receive credit for a minimum of three (3) hours of court time if the entire period of such court time occurs during the unit employee's off-duty hours, before or after the unit employee's assigned shift. The overtime rate starts at the time the unit employee receives the order to respond to court immediately without delay.

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during their off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-by status, the unit employee shall be compensated at the rate of \$100 for each morning period and an additional \$100 for each afternoon period of such stand-by. If court is called off before noon, there is no afternoon period stand-by pay.

If a unit employee's court appearance is required within 2½ hours following the end of their assigned work shift (night shift), they shall be compensated at 1½ times their hourly rate for "bridge time" and actual work hours resulting from said court appearance.

If an employee eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during their next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:

1. the employee may report late to their next scheduled work shift, by an amount of time equivalent to that spent in the court appearance.
2. the employee may leave his next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
3. the employee may be compensated for said court time in accordance with the applicable provisions for court time as stated in the MOU.

J. Mandatory Training Meetings and Call Outs

Mandatory training, meetings, and call outs shall be compensated at time and one half (1 ½) compensatory time off or in cash at the employee's option. Unit employees required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime inclusive of travel time. Unit employees shall not be eligible for the three (3) hour minimum for training, meetings or call outs which occur as an extension of (before or after) a shift.

K. Investigator Standby

One investigator/detective shall be available on standby status each weekend (including extended 3 and 4 day holiday weekends) throughout the year. Standby status shall begin at 12:01 a.m. following the last regular City workday prior to the weekend and end at 11:59 p.m. on the first regular City workday following the weekend. The Standby Investigator/Detective shall be provided a pager or cell phone while on standby. Standby compensation shall be \$150 per day; and if called out while on Standby, the employee shall receive, in addition to Standby Pay, overtime compensation for time actually worked.

L. Range Training

All unit employees shall receive overtime for attendance at "Range (weapons) Training", for a three (3) hour minimum per training. This only applies when the Range training does not occur during the member's regular shift.

Unit employees assigned to provide staff range training will receive two and one half percent (2.5%) applied to the base rate of pay for the 2080 regularly scheduled hours assigned per year. No more than five (5) unit members may be assigned as range staff/trainers. This compensation is not reported as special compensation to CalPERS.

M. Off-Duty Canine Pay

City shall provide for canine pay of fifteen (15) hours per pay period at time and a half (1 ½) the hourly State of California minimum wage rate. Said hourly rate of pay shall be adjusted whenever the State minimum wage rate is adjusted.

It is recognized that the Canine Officer is sometimes required to perform extraordinary off-duty canine care, such as veterinary emergency or other rare occurrence which may cause a substantial increase in the normal off-duty hours worked. The Canine Officer shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for extraordinary off-duty canine care. Such additional compensation, approved by the Police Chief or the Chief's assigned designee shall be compensated at time and one-half (1 1/2) the same hourly rate as normal off-duty canine activities.

N. Off-Duty Motorcycle Pay

City shall provide for motorcycle pay of three (3) hours each pay period at time and a half (1 ½) the hourly rate of the State of California minimum wage. Said hourly pay shall be adjusted whenever the State minimum wage is adjusted.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that this additional compensation is intended to compensate canine/motor officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine or maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in these assignments must limit their off-duty hours to a maximum of fifteen (15) hours per pay period (for canine) and three (3) hours per pay period because they are only being paid for those specific hours per pay period.

ARTICLE 10 – MEAL PERIODS

Police Officers receive a paid thirty (30) minute meal break because they are required to be working or available to respond immediately to calls for service during their meal break.

Police Trainees shall be subject to the schedule of the Police Academy.

ARTICLE 11 - RETIREMENT

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

A. Classic Members PERS 3% @ 50 FORMULA

For Classic Members, the employees will contribute the full nine (9) percent member contribution via payroll deduction.

B. PEPRA Members PERS 2.7% @ 57 FORMULA

For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.

ARTICLE 12 - MEDICAL INSURANCE COVERAGE

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00/month
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month
- For coverage effective January 1, 2027, the minimum contribution is: TBD

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

A. For Active Employees:

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

- \$735 per month for employee only
 - \$1,542 per month for employee+1
 - \$1,972 per month for employee+2
1. Effective July 1, 2025, the maximum monthly City contribution, including any PERS required minimum will be made as follows:
- \$744 per month for employee only
 - \$1,623 per month for employee+1
 - \$2,076 per month for employee+2

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

- \$735 per month for employee only
- \$1,542 per month for employee+1
- \$1,972 per month for employee+2

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

- \$599 per month for employee only
- \$1,406 per month for employee+1
- \$1,836 per month for employee+2

For Retirees, if hired on or after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00/month.
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month.
- For coverage effective January 1, 2027, the minimum contribution is: TBD

C. Medical Coverage Opt Out

2. Active unit employees who were hired into the POA unit prior to January 1, 2020, and who opt out of medical coverage will receive a medical opt-out payment. This payment is intended to comply with the Affordable Care Act's Eligible Opt Out arrangement. The opt out amount for these employees are as follows:

3. Active Unit Employees hired into POA after January 1, 2020 who opt out will receive an opt out amount of \$400 per month.
4. Active Unit Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within thirty (30) days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

D. Medical Re-Opener - Affordable Care Act (ACA)

The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

E. Proposed Post Employment Retiree Medical/Benefits Program

CITY and POA representative(s) shall participate in the exploration and possible development of an employer paid pre-funded post-employment medical/benefits program for unit employees.

ARTICLE 13 - OTHER INSURANCE PROGRAMS

A. Dental Plan

The City agrees to make available to all Unit Employees dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of dental insurance coverage.

B. Vision Care Plan

The City agrees to provide all Unit Employees a vision care plan. Further, The City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum of following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all unit employees life insurance at its sole expense, in the amount of \$50,000 for the employee and in the amount of \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate

Each eligible full time unit employee shall accrue personal time off on the following basis:

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	260 Hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	340 Hours
10+ years	6.46 hrs/pay period – or 168 hours annually	436 Hours

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

B. Use of Personal Time Off

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Police Chief or their designee. They will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.

C. PTO Payment Upon Separation of Employment

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation,

D. Employees Not Granted PTO Use

PTO accumulation may not exceed twice the annual rate of accrual plus one hundred (100) hours. Any accumulation over this amount shall require the approval of the City Administrator.

An exception will be granted in the special circumstance involving a unit employee who is within six (6) pay periods of exceeding their accumulation maximum. Such a unit employee will meet with their supervisor at least sixty (60) days before the projected date on which they would meet their accumulation maximum. The purpose of the meeting will be to request use of PTO and to develop a plan to manage their PTO with the accumulation maximum. If the unit employee is denied a request to use PTO and the denial would result in exceeding the accumulation maximum, the City will cash out up to twenty (20) hours of PTO from the employee's PTO bank.

E. Annual Leave Buy Back

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.

For example, irrevocable election forms submitted in December 2025 will be for the December 2026 cash out. The hours of leave, which are converted to pay, shall be

deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

2. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.
3. Leave Buy Back shall be paid out at base rate of pay.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

ARTICLE 15 - SICK LEAVE AND ALTERNATIVE HEALTH AND WELLNESS

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than three (3) consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed one hundred and ninety two (192) hours.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight (8) months in the fiscal year. New employees may use AHW leave after completing three (3) months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st, will receive \$250 with the first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, will be given \$1,000 with the first paycheck in the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twenty four (24) hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, will be given \$500 with the first paycheck in the fiscal year and may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

C. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees' base hourly rate of pay. Unit members electing to cash out frozen sick leave, must submit a frozen sick leave cash out form no later than November 15th of each year to receive the cash out with the first paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

D. AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

E. AHW Committee

The City and Association agree to work with a City-wide committee to review and make recommendations for a revised Alternative Health and Wellness program.

ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PPOA members may take bereavement leave up to five (5) workdays for each death that occurs in the member's immediate family. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California's AB 1949.

ARTICLE 17 - OTHER LEAVE PROVISIONS

A. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

B. Industrial Accident Leave

Police personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

C. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

D. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at their sole discretion.

ARTICLE 18 - HOLIDAYS

A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

- | | |
|------------------------------|-------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | (Third Monday in January) |
| 3. Washington's Birthday | (Third Monday in February) |
| 4. Memorial Day | (Last Monday in May) |
| 5. Independence Day | July 4 |
| 6. Labor Day | (First Monday in September) |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | (Fourth Thursday in November) |
| 9. Friday after Thanksgiving | (Day after Thanksgiving) |

10. Christmas Eve
11. Christmas Day

December 24
December 25

B. Floating Holidays

Two "floating holiday" in each twelve (12) month period; effective at the beginning the fiscal year may be taken on such date as requested by the employee subject to supervisor's approval. Unused floating holiday hours as of June 1st will be paid annually as cash at the base hourly rate of pay with the second paycheck in June.

C. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

D. Holidays for Shift Employees

Unit employees shall accrue one hundred thirty (130) hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.

Holiday Leave would be prorated at time of hire/separation.

E. Holiday Closure Pay

1. Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

F. Holidays for Police Trainees

Police Trainees are subject to the Holiday schedule of the Police Academy. Police Trainees are not entitled to Floating Holidays or Holiday Closure Hours.

ARTICLE 19 – LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 20 - EDUCATION REIMBURSEMENT

The City shall reimburse an employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a “tax supported” institution (Cal-State Fullerton shall be used as the standard). The City may cap the amount of tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed on a first-come, first-serve basis subject to the annual cap. Course work must directly pertain to the employee’s present duties and/or pertain to the next step toward promotion in their field of endeavor. A written request must be submitted and approved by their department head and the City Administrator prior to the date of the first meeting of the course. Reimbursement will only be provided if the employee receives a grade of C or better in said course and provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If they leave prior to said one (1) year, the reimbursement shall be deducted from their final check.

ARTICLE 21 - POLICE UNIFORMS

The City will purchase uniforms for all regular, full-time uniformed members of the Police Department. A uniform allowance shall be reported to CalPERS for “classic” members in the amount not to exceed \$300 per calendar year per employee.

Uniform allowance is not considered pension reportable compensation for “new members” hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Police Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, they may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief, or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate people. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, they may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator, if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, they may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Human Resources. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

- 4. All expenses of arbitration shall be borne equally by the parties.
- 5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 23 - IRS SECTION 125 FLEXIBLE SPENDING ACCOUNTS PROGRAM

Placentia agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 24 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE 25 - TERM

The terms of this MOU are to remain in full force and effect through June 30, 2027. Upon adoption of a resolution implementing the terms of this Memorandum of Understanding by the City Council of the City of Placentia, this Memorandum shall be in full force and effect as of July 1, 2025.

The parties will commence negotiations and schedule their first meeting for negotiating a successor MOU for the beginning of January 2027.

In the event of a financial emergency substantially reducing city revenues, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

SIGNATURES

FOR THE CITY:

Jennifer Lampman

Jennifer Lampman
City Administrator

Rosanna Ramirez
Rosanna Ramirez (Nov 5, 2025 09:41:45 PST)

Rosanna Ramirez,
Deputy City Administrator

Alice Burnett

Alice Burnett,
Director of Human Resources

FOR PPOA:

Mike McGill
Mike McGill (Oct 21, 2025 09:49:36 PDT)

Michael McGill,
Ferrone Law Group


Tiffany Eiley (Oct 29, 2025 08:21:32 PDT)

Tiffany Eiley, Police Officer

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
 Placentia Police Officers Association (PPOA)

Effective July 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
POLICE OFFICER	47.03	8,151.87	97,822.40	49.57	8,592.13	103,105.60	52.24	9,054.93	108,659.20	55.07	9,545.47	114,545.60	58.04	10,060.27	120,723.20
POLICE ACADEMY TRAINEE	44.68	7,744.53	92,934.40												

Effective January 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
POLICE OFFICER	47.97	8,314.80	99,777.60	50.56	8,763.73	105,164.80	53.28	9,235.20	110,822.40	56.17	9,736.13	116,833.60	59.20	10,261.33	123,136.00
POLICE ACADEMY TRAINEE	45.57	7,898.80	94,785.60												

Effective July 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
POLICE OFFICER	48.93	8,481.20	101,774.40	51.57	8,938.80	107,265.60	54.35	9,420.67	113,048.00	57.29	9,930.27	119,163.20	60.38	10,465.87	125,590.40
POLICE ACADEMY TRAINEE	46.48	8,056.53	96,678.40												

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

APPENDIX “B”- 1995 Insurance Changes

- A. Employees, hired on or after November 21, 1995.
1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
 2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
 3. Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.
 4. PLACENTIA agrees that PPOA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C" - Total Compensation Survey Components

The parties agree the following components will be used to guide future Total Compensation Surveys:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by 12 and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
 - AA or Intermediate POST Certificate Amount
 - BA or Advanced POST Certificate Amount
 - MA Amount
 - Combine if allowed
- Special Assignment Pay - Maximum amount provided at each City for any Special Assignment (Combine if Allowed)
- Bilingual Pay - Monthly amount or convert to monthly amount.
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)

MEMORANDUM OF UNDERSTANDING

Final Audit Report

2025-11-06

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Status:	Signed
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