



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA POLICE AND FIRE MANAGEMENT
ASSOCIATION (PPFMA)

July 1, 2021 – June 30, 2023

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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 and Fire Management Association (hereinafter called "PPFMA") 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 City Staff and PPFMA. PPFMA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. City Staff recommends 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.

RECOGNITION

The City of Placentia has recognized the PPFMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

Police Sergeants
Police Lieutenants
Police Captains
Fire Battalion Chiefs

ARTICLE 1 - MANAGEMENT RIGHTS

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

ARTICLE 2 - PPFMA RIGHTS

A. Membership Dues

The City agrees to deduct association dues from the wages of all PPFMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

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 PPFMA and Directors of PPFMA or their designees.

In the interests of facilitating communication with PPFMA members and the distribution of information to PPFMA members, PPFMA may utilize the City's e-mail system to communicate with PPFMA members on matters of normal association business. The City's e-mail system and interdepartmental communications 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.

C. PPFMA Business On City Time

PPFMA members will be allowed to conduct a reasonable amount of PPFMA 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 status under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES & POLICIES

PLACENTIA and PPFMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-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 and promotional appointments to classifications represented in this unit (with the exceptions shown below) shall be subject to a probationary period of one (1) year.
- B. The City Administrator may establish a longer probationary period for specified cases.
- C. For Police personnel, the Police Chief or designee 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 Division before the probationer's permanent status date.

- D. For Fire personnel, the Fire Chief or designee 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 Division 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 12 months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve months has passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

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 – Sworn Police Classifications

1. Effective the first full pay period following July 1, 2021, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2022, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent related to the change in the salary schedule.

B. Compensation – Battalion Chiefs

1. Effective the first full pay period following July 1, 2021, the salary range will be increased by three percent (3%). Individuals will receive an adjustment of three percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2022, the salary range will be increased by three percent (3%). Individuals will receive an adjustment of three percent related to the change in the salary schedule.

C. One-Time Bonus

All employees in paid status as of approval and adoption of the MOU will receive a one-time, 3%, non-PERSable bonus.

D. Education and POST Certification Differentials

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
 - 4.5% - Possession of a P.O.S.T. Intermediate Certificate or Possession of an Associate of Arts (AA) degree.
 - 7% - Possession of a P.O.S.T. Advanced Certificate or Possession of a Bachelor's of Arts (BA) or Bachelor's of Science (BS) degree.
 - Sergeants may receive either the POST differential or the education differential but not both.
2. All Police Employees who possess a P.O.S.T. Supervisory Certificate shall receive a 6.5% salary differential.
3. Police Lieutenants and Captains shall be eligible for a four percent (4%) salary differential for possession of a Bachelor's degree.
4. Police Lieutenants and Captains shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
5. Fire Battalion Chiefs shall be eligible for a two percent (2%) salary differential for possession of an Associate of Arts (AA) degree.
6. Fire Battalion Chiefs shall be eligible for a four percent (4%) salary differential for possession of a Bachelor of Arts (BA) or Bachelors of Science (BS) degree.
7. Fire Battalion Chiefs shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.

Police unit employees eligible for the POST Certificate premiums, above, would receive the salary differential effective upon the Police Department's certification of the employee's eligibility for the applicable certificate (i.e., prior to receiving actual certificate from POST).

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

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

POST or Education pay is applied to all hours worked and on all hours when leave accrual is used. Multiple levels of POST differential or Education differential do not compound on one another.

E. Longevity Pay Program

Police Employees who have completed fifteen (15) years of service with the City of Placentia will receive longevity pay of 2.5% applied to the base rate of pay.

To the extent permitted by law, the City shall report longevity pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Longevity Pay.

F. Special Assignment Pay

1. Police Sergeants assigned to Investigation (Detective and SED) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report investigation incentive pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Detective Division Premium.

2. Police Sergeants assigned to Traffic shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report traffic pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Traffic Detail Premium.

3. Police Sergeants assigned to Personnel and Training shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

4. Police Sergeants assigned to Information Technology (IT) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

5. Police Lieutenants assigned to Administration shall receive a five percent (5%) salary differential applied to their regular base salary.

To the extent permitted by law, the City shall report Administration pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Premium.

6. Police employees assigned to night shift shall receive shift differential pay of 2.5% applied to their base rate of pay.

To the extent permitted by law, the City shall report shift differential pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Shift Differential Premium.

7. City agrees to provide specialty pay differential of 5% applied to the base rate of pay for police employees assigned to Field Training Officer (FTO) Coordinator.

To the extent permitted by law, the City shall report FTO Coordinator pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Training Premium.

8. Police Captains and Fire Battalion Chiefs are eligible for a Technology allowance of \$75 per month. If Fire Battalion Chiefs elect to use a City-issued cell phone, they will not receive the Technology allowance.

G. New Employee Finder's Fee

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

H. Bilingual Pay

Employees 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 appointing authority to receive Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public.

To the extent permitted by law, the City shall report bilingual incentive pay as compensation earnable pursuant to CCR § 571(a)(4) § CCR 571.1 (b)(3), Bilingual Premium

I. Marksmanship Incentive Pay

Incentive pay for Distinguished Expert at \$150.00 and Expert at \$100.00 shall be available to all police employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Chief of Police.

Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warm up of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Chief of Police.

To the extent permitted by law, the City shall report marksmanship pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Marksmanship Pay

ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES

A. Overtime – Police Sergeants

1. Overtime Definitions

- a. MOU/Contract overtime is defined as hours actually worked over forty hours **paid** in a seven-day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
- b. 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.

B. Calculation of Overtime Payment – Police Sergeants

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
 - POST/Education Pay
 - Longevity Pay
 - Special Assignment Pay
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off – Police Sergeants

1. Police Sergeants may accrue non-FLSA 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 receipt of holiday in lieu accruals.
2. Police Sergeants 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. Unit employees with accrued FLSA compensatory time off shall be paid for accrued hours at his/her regular hourly rate upon separation from employment.
4. Unit employees who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular hourly rate prior to promotion.

D. Minimum Overtime

Police Sergeants 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. Sergeants shall not be

eligible for the three (3) hour minimum for training, meetings or call-outs which occur as immediately adjacent (before or after) to a regularly scheduled work shift.

E. Premium Pay for Lieutenants

1. The parties agree that Lieutenants are exempt employees under FLSA and California law.
2. Police Lieutenants are to be paid premium overtime pay only under the specified conditions outlined in this MOU, or as may additionally be approved by the Chief of Police or his/her designee.
3. Police Lieutenants shall receive premium overtime pay of time and one half the Lieutenant's base rate of pay for work performed outside of their regularly scheduled hours when attending mandatory training, meetings and call-outs, as assigned by the Chief of Police or his/her designee. Such premium pay will be paid in the pay period worked. The following pay differentials will also be calculated on overtime hours worked:
 - POST/Education Pay
 - Longevity Pay
 - Special Assignment Pay
3. Overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once all three positions are filled, a Lieutenant will be eligible for overtime when authorized by the Chief of Police to work outside of his/her regularly scheduled hours. For the first 80 hours of overtime worked each calendar year, a Lieutenant shall be paid at straight time (base hourly rate of pay). Beginning with the 81st hour of overtime, a Lieutenant shall receive payment at the rate of one and one-half times his/her base rate of pay.
4. Among the work for which Lieutenants may receive premium overtime pay (as outlined above) is work performed adjacent to the beginning or end of a regular shift, as assigned by the Chief of Police or his/her designee.
5. Police Lieutenants 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 of premium overtime pay. Lieutenants shall not be eligible for the three (3) hour minimum for training, meetings or work immediately adjacent to (before or after) a shift.

F. Premium Pay for Battalion Chiefs

Fire Battalion Chiefs – as a 24-hour shift employee, non-exempt full-time employees shall receive overtime compensation for all hours worked in excess of 212 in a 28-day work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be paid at the FLSA overtime rate of pay and shall be pre-approved by the Fire Chief or his/her designee.

G. Court Time

1. Pay for Court Appearances

If a police employee is subpoenaed to court on City business during his/her off duty hours, the employee shall be paid for time spent in court. A unit employee shall be paid a minimum of three (3) hours of overtime if the entire period of such court time occurs during the employee's off-duty hours.

2. Court Standby

In lieu of appearing as shown on the subpoena, a police employee subpoenaed during his/her 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 three hours of straight time pay for each morning period and an additional three hours of straight time pay for each afternoon period of such stand-by.

If the police employee is only on stand-by status for the afternoon, the unit employee is compensated for both morning and afternoon of a total of six hours of pay. A unit employee shall be compensated for the morning period only if the Court Liaison notifies the City's employee voice mail system or the unit employee is notified by the court directly prior to noon on that court day of a cancellation. When the unit employee is notified after noon for a morning or afternoon subpoena of a cancellation the unit employee is compensated for morning and afternoon pay. The unit employee does not need to check the City's employee voice mail system by 5:00 p.m. the same court day to be eligible for the on call pay.

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

H. Range Training

Police Sergeants and Lieutenants shall be paid 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 unit employee's regular shift.

I. Work Schedules

1. Police Sergeants shall work either the "4-10" work schedule or "3-12.5+10" work schedules, depending on assignments as outlined below.
2. The basic work schedule for Sergeants assigned to the patrol division shall be three consecutive 12.5-hour workdays per week and one additional 10-hour makeup workday

every fourth week so that in every four (4) weeks unit Sergeants are scheduled to work 160 hours. The basic work hours for patrol shifts shall be:

- Day shift: 0600-1830 hours
- Night shift: 1800-0630 hours.

Each Sergeant shall be paid for hours worked in each pay period.

3. Police Sergeants assigned to Professional Standards and Training, Investigations, Traffic and Special Enforcement Detail will work a 4/10 schedule (the specific days to be determined by the supervisor of each unit). The schedule for each Sergeant will be established to be a regular set schedule with all 4 work days being consecutive days. Any time worked in excess of the Sergeant's regular schedule shall be compensated as overtime. The only exception will be when a Sergeant flexes their schedule with prior supervisor approval. No Sergeant will be required to flex their regular schedule to avoid the City compensating for overtime.
4. Police Captains and Lieutenants shall work the "4-10" work schedule. This schedule consists of four (4) 10-hour work days in each seven day period, with three (3) consecutive days off.
5. Fire Battalion Chiefs
 - a. Work Period. The work period for Fire Battalion Chiefs, under the Fair Labor Standards Act's 7K exemption, consists of twenty-eight (28) consecutive days.
 - b. Work Schedule. The work schedule for Fire Battalion Chiefs shall be a "48/96" schedule under which firefighters will work two (2) consecutive days/ninety-six (96) consecutive hours off from work.
6. If a police 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 his/her 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:
 - a. the employee may report late to his/her next scheduled work shift, by an amount of time equivalent to that spent in the court appearance; or
 - b. the employee may leave his/her next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
7. Police employees will cooperate to the fullest possible extent in voluntary sign-up for "hireback" and other overtime.
8. The start and end time of employees' regular work shifts and work schedules (as defined above) shall be at the sole discretion of the Police Chief for police personnel, and the

Fire Chief for fire personnel. Police employees will be provided seven calendar days' notice when their regular hours or work schedule is to be changed.

9. 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.
10. Shift selection is based on seniority and occurs twice per year for Police employees.

J. Shift Trades

Police employees in the unit have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

K. Police Specialty Assignment Rotation

1. Specialty Assignment Rotation Policy

The policy for specialty position assignments is intended to address issues of equity and performance. For purposes of this policy, the following positions fall into the specialty position category:

- Investigation
 - Detective Sergeant (Including those assigned to task forces)
 - Special Enforcement Detail Sergeant (Narcotics and Gangs)
- Traffic Sergeant
- Professional Standards and Training Sergeant
- Administrative Lieutenant

A unit employee assigned to a Specialty Position will remain in that position for a minimum period of three 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 unit employee to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The standing duration for a Specialty Position assignment is three (3) years. A unit employee holding a Specialty Position may receive two (2) one-year extensions at the conclusion of the three-year assignment. Those extensions will be based upon documented job performance and the approval of the Chief of Police. For purposes of this policy, documented job performance will include that performance articulated in the unit employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums.

At the conclusion of the above-described five-year maximum assignment period the position will be opened to interested, eligible personnel. A unit employee holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond five years may be made on a year-by-year basis.

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

The Police Chief has the sole discretion to determine who shall receive a special assignment and has absolute discretion regarding the assignment and reassignment of employees to special assignments. 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.

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

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

- a. Hearings shall be conducted by the City Administrator or his/ her designee.
- b. The question to be decided is whether the City abused its discretion in removing the unit member from the Specialty Pay position.
- c. 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 persons are accustomed to rely 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.

- d. 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.
- e. Testimony shall be recorded by means of either a tape recording or certified court reporter.
- f. Witness shall be sworn unless both parties stipulate otherwise.
- g. 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.
- h. The unit member 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 employee shall have the right to cross-examine any witness called to testify by the City. During the presentation of the employee's case, the City shall have the right to cross-examine any witness called by the employee to testify.
- i. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
- j. 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.
- k. The City Administrator, or his/her designee, shall decide all questions of procedure and evidence.
- l. The City Administrator, or his/her designee, shall issue a written decision within 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 his/her designee.
- m. 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.
- n. Any objection to the City Administrator, or his/her 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.

ARTICLE 10 - MEAL PERIODS

Police employees assigned to Patrol and the Detective Bureau will receive a paid thirty (30) minute meal break because they are available to respond immediately to calls for service during their meal break.

Police Captains and the Administrative Lieutenant are provided with a one-hour unpaid meal break.

ARTICLE 11 – RETIREMENT

All police 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.

Whereas the City passed Resolution (R-2019-44), Ordinance (O-2019-10), allowing them to enter into a CalPERS amendment (CalPERS ID #2117892921 PERS-CON-702A) excluding Firefighters from CalPERS.

Police:

1. Tier I - PERS 3% @ 50 FORMULA – For Classic Members, the employees will contribute the full (9) percent member contribution via payroll deduction.
2. TIER II - 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.

Fire:

1. The City provides a defined contribution plan for employees. Retirement age is 50 years. All Fire Battalion Chiefs will receive a 401a Plan in the form of the ICMA Retirement Corporation Government Money Purchase Plan and Trust. Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City. Should the employee separate from service prior to their fourth anniversary, all retirement benefit contributions made by the City on their behalf will be returned to the City.
2. The Employer shall contribute on the behalf of each participant 10% of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs and any other ad hoc pay. Mandatory Participant Contributions are NOT required. Limit is \$19,500 per year.

3. The City does not participate in Social Security.

ARTICLE 12 - MEDICAL INSURANCE

A. The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). 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:

1. For active employees:

The City shall pay up to 100% of the plan selected, up to a maximum of:

\$744 per month for employee only

\$1,623 per month for employee+1

\$2,076 per month for employee+2

2. For retirees, if hired prior to November 21, 1995:

The City shall pay up to 100% of the plan selected, up to a maximum of:

\$735 per month for employee only

\$1,542 per month for employee+1

\$1,972 per month for employee+2

Once the retiree attains eligibility for Medicare coverage, the City's contribution shall be up to a maximum of:

\$599 per month for employee only

\$1,406 per month for employee+1

\$1,836 per month for employee+2

3. For retirees, if hired on or after November 21, 1995:

The City shall pay the CalPERS minimum mandated contribution.

B. 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 such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

C. Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

D. Active police employees who were hired into the PPMA 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 payments are as follows:

- Family to 2 Party - \$357.50
- 2 Party to Employee - \$536.25

- Family to Employee Only - \$607.75
- Employee - \$607.75
- Employee + Dependent - \$822.25
- Employee + Family - \$1001.00

- E. Employees hired or promoted into PPFMA after January 1, 2020 who opt out, will receive an opt out amount of \$400 per month.
- F. 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 his/her 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 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.

ARTICLE 13 - OTHER INSURANCE BENEFITS

A. Dental Insurance

The City agrees to make available to all employees covered by this Memorandum of Understanding 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 PPFMA representatives before any reduction of dental insurance coverage.

Effective Jan. 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.

B. Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. 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 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 PPFMA representatives before any reduction of optical insurance 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 a maximum of \$1,230/week following a fifteen(15) day waiting period or the exhaustion of all accrued sick leave. 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 employees covered by this Memorandum of Understanding 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% up to a maximum of \$5,334/month of his basic salary following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in PLACENTIA's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employee's earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

E. Flexible Spending Account

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

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 - Police

Each eligible full-time unit employee shall accrue PTO on the following basis with the maximum accrual twice the annual accrual plus 100 hours (as noted in the table below):

1. Following completion of the first six months of continuous service, 40 hours; thereafter up to and including three (3) years of service, 3.08 hours (80 hours annually) for each completed bi-weekly pay period of service;

2. Upon completion of three (3) years of service and thereafter up to and including ten (10) years of service. 4.62 hours (120 hours annually) for each completed bi-weekly pay period of service;
3. Upon completion of ten (10) years of service and thereafter 6.46 hours (168 hours annually) for each completed bi-weekly pay period of service.

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	160 hours + 100 hours = 260 hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	240 hours + 100 hours = 340 hours
10+ years	6.46 hrs/pay period – or 168 hours annually	336 hours + 100 hours = 436 hours

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

B. PTO Accrual Rate and Cash Out – Fire

1. PTO Accrues on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
0-5 years	4.62	120 hours
6-7 years	5.38	140 hours
8-10 years	6.15	160 hours
10+ years	6.92	180 hours

2. Partial PRO Leave Accrual

Should an employee have paid hours less than their normally required full time scheduled hours during any pay period, PTO accrual will be pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of 260 hours. Once an employee reaches the maximum, no additional PTO will accrual until the accrual bank is below the maximum.

4. Cash Out

An employee may irrevocably elect to receive payment for PTO as follows:

1. The employee submits a completed PTO Leave Cash Out Election form (provided by Human Resources) by December 15th to elect to receive a cash payment for

PTO hours that was accrued during that calendar year.

2. The election for cash out is limited to one-hundred and fifty (150) hours of accrued and unused PTO.

3. The irrevocable election request is to receive cash payment for the number of hours elected at the base hourly rate of pay.

4. Payment for the PTO cash out will occur with the first paycheck paid in December of the following calendar year.

5. At the time of the cash out, the balance of PTO once the cash out is made must be at least forty-eight (48) hours. Should the balance fall below forty-eight (48) hours, the amount of cash out will be adjusted to provide a cash out that results in a PTO balance of forty-eight (48) hours. Should fewer than ninety-six (96) hours be accrued at the time of cash out, no payment for PTO will be made to the employee.

5. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

6. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the base hourly rate of pay with the final paycheck upon separation from City service.

C. Use of PTO

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 Chief of Police for police employees, and Fire Chief for fire employees, or his/her designee. He/she 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.

4. Police employees with Extraordinary Vacation Leave Banks may use either their regular PTO bank or their Extraordinary Bank when taking PTO.

D. PTO Payment Upon Separation of Employment - Police

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for personal time off.

E. Employees Not Granted PTO Use - Police

Should a unit employee be unable to utilize PTO, after requesting leave in a reasonable time (at least two weeks) prior to reaching their PTO maximum, the City agrees to cash out 40 hours of PTO from the unit employee's regular PTO bank at the employees base hourly rate of pay in effect at the time of the cash out. Requests for PTO will not be unreasonably denied.

ARTICLE 15 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS PROGRAM

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 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 192 hours.
3. The AHW hours have no cash value during employment.
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 AWH with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st will receive \$250 with the first pay check in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 with the first pay check

following the completion of 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 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 of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first pay check following the completion of 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 12 hours converted to PTO prior to the annual allocation of AHW leave.

C. AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

D. Conversion of Sick Leave to CalPERS Service Credit - Police

Pursuant to the City’s contract with CalPERS, unused sick leave that is not paid as cash may be converted to service credit as permitted under the CalPERS regulations.

E. Frozen Sick Leave - Police

For police 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 last paycheck in December.

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

F. 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.

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, step-child, spouse, registered domestic partner, sibling, grandparent, grandchild, and spouse's parents and grandparents. Police members may take bereavement leave for one full workweek (up to 40 consecutive hours) for each death that occurs in the member's immediate family. Fire members may use up to forty-eight (48) hours of paid bereavement leave in a consecutive twelve-month period beginning from the date the leave first begins.

ARTICLE 17 - OTHER LEAVE PROVISIONS

A. Annual Leave Buy Back - Police

Annually, by December 15th, police 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, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of eighty (80) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 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.

B. Other Leave Cash Out Processes - Police

1. In July each year, the City may elect to cash out up to two hundred (200) hours of the unit employee's Extraordinary Leave Bank until it is fully depleted.
2. In July of each year, the City may elect to cash out up to one hundred (100) hours of a unit employee's non-FLSA compensatory leave hours in excess of nine hundred (900) hours. Such optional buy-back will only occur in instances in which the Unit Employee's Extraordinary Leave Bank is exhausted.

Leave cash outs as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable IRS limits.

C. Industrial Accident Leave

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 vacation, holidays, and sick leave, 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.

D. 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.

E. 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.

F. Other Leaves

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

G. Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PPFMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PPFMA members elected by the PPFMA.

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 DayJanuary 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' DayNovember 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving (Day after Thanksgiving)
10. Christmas EveDecember 24
11. Christmas DayDecember 25
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

B. 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.

C. Holidays for Shift Employees

Unit Employees subject to shift work in the Police or Fire Department shall not be entitled to leave on designated holidays, but will receive 4.62 hours per pay period in lieu of holiday pay or leave on the designated holiday. These hours are placed in the Non-FLSA CTO bank.

D. Holiday Closure

1. City to provide forty-eight (48) hours of leave for use during the holiday closure. These hours are placed in the MAL leave bank. Employees who are not working between December 17, 2021 and January 3, 2022, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2022. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 17, 2021 and January 3, 2022 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2022.

2. City to provide sixty (60) hours of Leave for use during the holiday closure. These hours are placed in the MAL leave bank. Employees who are not working between December 16, 2022 and January 3, 2023, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2023. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 16, 2022 and January 3, 2023 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2023.

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 - CITY PROVIDED VEHICLES

The City shall update the Vehicle Use Policy (No. 348) as soon as feasibly possible.

The Police Department positions who are authorized to have a take home vehicle assigned to them shall be as follows:

- Captains
- Administrative Lieutenant
- Patrol Lieutenant
- Traffic Sergeant (Motorcycle)
- Investigative Sergeant
- Special Enforcement Detail Sergeant

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURES (Police Employees)

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 his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her 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, he/she 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 his/her 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 his/her 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 his/her 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 his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render his/her 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, he/she 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 designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no

decision is rendered by the Police Chief (or designee), 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, his/her representative, if any, and with other appropriate persons. 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, he/she 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 his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The unit employee and his/her 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 his/her 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, he/she 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 Administrative Services. 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 his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or his/her 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 his/her 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 22 - 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. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE 23 – TOTAL COMPENSATION SURVEY

The parties agree the components outlined in Appendix C will be used should the City complete a Total Compensation Survey for police employees.

ARTICLE 24 - TERM

The terms of this Memorandum are to remain in full force and effect through June 30, 2023. 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 November 16, 2021.

In the event of a financial emergency promulgated by any State or Federal action that substantially increases City costs related to health insurance, retirement benefits, and/or any other employee benefits or substantially reducing City revenue, 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.

FOR THE CITY:



Damien Arrula, City Administrator

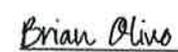


Rosanna Ramirez, Director of
Administrative Services

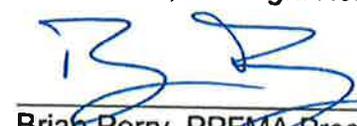


Laura Drottz Kalty,
Liebert Cassidy Whitmore

FOR PPFMA:



Brian Olivo, Mastagni Holstedt



Brian Perry, PPFMA President



Scott Millsap, PPFMA Vice-President



David Radomski, PPFMA
Treasurer/Secretary

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
Placentia Police and Fire Management Association (PPFMA)

PLACENTIA POLICE AND FIRE MANAGEMENT ASSOCIATION (PPFMA)
SALARY SCHEDULE
Effective July 1, 2021

<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
A	48.19238	3,855.39	8,353.35	100,240.15	
B	50.79477	4,063.58	8,804.43	105,653.13	
C	53.53770	4,283.02	9,279.87	111,358.41	IT Sergeant
D	56.42873	4,514.30	9,780.98	117,371.76	
E	59.47588	4,758.07	10,309.15	123,709.84	
A	45.72332	3,657.87	7,925.38	95,104.51	
B	48.19239	3,855.39	8,353.35	100,240.16	
C	50.79478	4,063.58	8,804.43	105,653.14	Sergeant
D	53.53769	4,283.02	9,279.87	111,358.40	
E	56.42873	4,514.30	9,780.98	117,371.76	
A	58.30796	4,664.64	10,106.71	121,280.56	
B	61.45659	4,916.53	10,652.48	127,829.72	
C	64.77525	5,182.02	11,227.71	134,732.51	Lieutenant
D	68.27311	5,461.85	11,834.01	142,008.07	
E	71.95986	5,756.79	12,473.04	149,676.51	
A	67.67345	5,413.88	11,730.06	140,760.77	
B	71.32781	5,706.23	12,363.49	148,361.85	
C	75.17952	6,014.36	13,031.12	156,373.40	Captain
D	79.23922	6,339.14	13,734.80	164,817.57	
E	83.51813	6,681.45	14,476.48	173,717.72	
A	55.22335	4,417.87	9,572.05	114,864.57	
B	58.20540	4,656.43	10,088.94	121,067.23	
C	61.34838	4,907.87	10,633.72	127,604.64	Fire Battalion Chief
D	64.66122	5,172.90	11,207.95	134,495.34	
E	68.15282	5,452.23	11,813.16	141,757.87	

**PLACENTIA POLICE AND FIRE MANAGEMENT ASSOCIATION (PPFMA)
SALARY SCHEDULE
Effective July 1 2022**

<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
A	50.60200	4,048.16	8,771.01	105,252.16	
B	53.33451	4,266.76	9,244.65	110,935.79	
C	56.21458	4,497.17	9,743.86	116,926.33	IT Sergeant
D	59.25017	4,740.01	10,270.03	123,240.35	
E	62.44968	4,995.97	10,824.61	129,895.33	
A	48.00949	3,840.76	8,321.64	99,859.74	
B	50.60200	4,048.16	8,771.01	105,252.17	
C	53.33452	4,266.76	9,244.65	110,935.80	Sergeant
D	56.21458	4,497.17	9,743.86	116,926.32	
E	59.25017	4,740.01	10,270.03	123,240.35	
A	61.22336	4,897.87	10,612.05	127,344.59	
B	64.52943	5,162.35	11,185.10	134,221.21	
C	68.01401	5,441.12	11,789.09	141,469.14	Lieutenant
D	71.68677	5,734.94	12,425.71	149,108.47	
E	75.55785	6,044.63	13,096.69	157,160.34	
A	71.05712	5,684.57	12,316.57	147,798.81	
B	74.89420	5,991.54	12,981.66	155,779.94	
C	78.93850	6,315.08	13,682.67	164,192.07	Captain
D	83.20118	6,656.09	14,421.54	173,058.45	
E	87.69404	7,015.52	15,200.30	182,403.61	
A	56.88005	4,550.40	9,859.21	118,310.51	
B	59.95156	4,796.12	10,391.60	124,699.25	
C	63.18884	5,055.11	10,952.73	131,432.78	Fire Battalion Chief
D	66.60106	5,328.08	11,544.18	138,530.20	
E	70.19741	5,615.79	12,167.55	146,010.61	

APPENDIX "B"- 1995 INSURANCE CHANGES

Tier I - Employees, hired prior to November 21, 1995.

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.

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.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm 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.

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.

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.

PLACENTIA agrees that PPMA 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 COMENSATION SURVEY COMPONENTS

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

- 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
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)