MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MURRIETA
AND
THE MURRIETA POLICE MANAGEMENT ASSOCIATION:

JANUARY 1, 2019 through JUNE 30, 2021

MEMORANDUM OF UNDERSTANDING
THE CITY OF MURRIETA AND
THE MURRIETA POLICE MANAGEMENT ASSOCIATION
FOR THE PERIOD: January 1, 2019 – June 30, 2021

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MEMORANDUM OF UNDERSTANDING
THE CITY OF MURRIETA AND
THE MURRIETA POLICE MANAGEMENT ASSOCIATION
FOR THE PERIOD: January 1, 2019 – June 30, 2021

SECTION 1. PARTIES TO THIS MEMORANDUM.

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the City of Murrieta, a municipal corporation ("CITY"), and the Murrieta Police Management Association ("Association") pursuant to California Government Code Section 3500 et seq.

SECTION 2. PREVAILING CONDITIONS.

This MOU, and any and all side letters to this Agreement, sets forth the entire agreement between the parties hereto, and all negotiated benefits in this Agreement shall remain in full force and effect, unchanged during the term of this Agreement unless altered by mutual written agreement.

This MOU, having been agreed to in good faith by the parties hereto, shall prevail in the event of conflict between its terms and the terms of any federal, state or local rules and regulations.

SECTION 3. REPRESENTED POSITIONS.

The following positions are covered by this Agreement: Police Lieutenant, Police Captain.

SECTION 4. BARGAINING WAIVER.

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement.

SECTION 5. MAINTENANCE OF EXISTING BENEFITS

During the term of this MOU, the specifications included within this specific MOU shall remain unchanged unless and until modified by mutual agreement between the parties. Therefore, any matters within the scope of representation that are not specifically provided for in this particular MOU, shall be subject to modification or elimination during and/or after the term of this MOU, upon either mutual agreement of the parties or by means of unilateral action taken by the City Council, but only after completion of the meet and confer process and any applicable impasse procedure having been previously implemented by the City.

SECTION 6. SEVERABILITY.

Should any portion of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this MOU.

SECTION 7. TERM.

This Agreement shall become effective January 1, 2019 and shall remain in effect until June 30, 2021.

SECTION 8. ANNIVERSARY DATE.

An employee's anniversary date shall be the date of most recent hire by the CITY.

An employee who is involuntarily terminated by the CITY but who is ordered reinstated by a court or other reviewing body, shall be restored to his/her former seniority with the appropriate benefit accrual formula.

SECTION 9. PROBATIONARY PERIOD.

All employees appointed to a position represented by the Association shall serve a 12- month probationary period. The probation period shall be considered a part of the examination and selection process and shall not include the time served under any limited service or provisional appointment, but shall date from the time of appointment to a regular position. All such employees shall receive performance evaluations no less than at the end of the sixth (6th) and twelfth (12th) month of the probationary period.

SECTION 10. VOLUNTARY DEDUCTIONS.

As a convenience to employees, the CITY will, upon submission to the Finance Department of written authorization by the employee, make voluntary payroll deductions for Association dues and will remit these deductions to the Association. Any voluntary deduction authorization may be revoked at any time by the employee by submitting to the Finance Department a written request to cancel any such deduction.

SECTION 11. CITY RIGHTS.

The rights of the CITY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing the work; and all the rights, powers and authority exercised or held by it prior to this MOU, except as expressly limited by this Agreement.

SECTION 12. NO STRIKE PROVISIONS.

The Association, its officers, agents, representatives and/or members agree on behalf of themselves and the employees in the bargaining unit that they will not cause or condone any strike, walkout and work stoppage while this Agreement is in effect.

Any employee who participates in any of the conduct prohibited by this section shall be subject to discipline up to and including termination by the CITY.

In the event of such activities, the Association shall immediately instruct any persons covered by this MOU who are engaging in such conduct that they are violating this Agreement and to resume performance of their job duties.

SECTION 13. DEMOTIONS.

A represented employee who does not successfully complete probation and receive a permanent appointment to a position to which the employee was promoted shall be permitted to return to the position and status held prior to promotion.

SECTION 14. LAYOFF PROCEDURES.

In the event of a reduction in the work force, the employee in the classification being reduced with the least seniority in that class shall be laid off first.

No new employee shall be hired into the classification reduced within two years of the layoff until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired to the classification held at the time of the separation and in reverse order of their layoff or demotion.

Seniority shall not accrue during periods of layoff.

Employees to be laid off shall be provided 21 days' advance written notice of the pending action.

SECTION 15. TOTAL COMPENSATION

In order to attract and retain qualified sworn police employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

A. Definition. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long term disability, short term disability, worker's compensation, FICA), leave accruals (vacation, sick, holiday, personal), education/certificate pay, tuition reimbursement, uniform allowance, contributions to cafeteria plan and/or Section 125 plan, PERS contributions, court pay and special assignment pay.

B. Comparable Cities. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Oceanside, Redlands, Riverside County and Upland. The benchmark position to be surveyed shall be police lieutenant.

SECTION 16. GRIEVANCE PROCEDURES.

A. **Matters Subject to the Grievance Procedures.** A grievance is a complaint by an employee or the employee's association that the employee has been adversely affected due to a misinterpretation or misapplication of this Agreement, any other work rules, conditions of employment or regulations of the CITY or department or actions of

management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this Agreement and are not subject to the procedures of this section.

1. No punitive action will be assessed against an employee for utilizing the grievance procedure.

2. In a hearing or meeting with the supervisor, department head or City Manager called to resolve a grievance, a maximum of two employees, or Association representatives, who may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.

3. The preparation of grievances shall not unreasonably interfere with the employees' regularly assigned duties.

4. At any stage of the grievance process, both parties are entitled to representation.

B. **Informal Grievance Procedures.** Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee's designated representative and the employee's immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor's superior within the department. The discussion with the immediate supervisor shall occur not later than ten (10) calendar days after the employee knew or reasonably should have known of the occurrence of a grievable event. The discussion with the supervisor's superior shall occur not later than ten (10) calendar days after notice is provided of the immediate supervisor's decision.

C. **Formal Grievance Procedures.** If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance in writing to the Police Chief within 14 calendar days after receipt of the decision at the informal grievance step. The Chief shall meet with the employee and/or the employee's designated representative within seven calendar days after receipt of the written grievance. The Chief shall review the grievance and render a decision in writing and return it to the employee and/or the employee's designated representative within seven calendar days after meeting with the employee.

D. **Appeal Procedures.** If the employee disagrees with the decision reached by the Police Chief, the employee may present an appeal in writing to the City Manager within 14 calendar days after the employee's receipt of the Chief's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within 14 calendar days. Within 10 calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative.

E. **Advisory Arbitration.** If the employee disagrees with the decision reached by the City Manager they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The City and Association agree to select a list of arbitrators that can be alternatively used when called on. Arbitrators

may be added or deleted from the list only by mutual agreement of the City and the Association. Arbitration decisions shall be binding.

The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any witness that may be called on to testify. Employees of the City will be released from work without loss of compensation to attend the arbitration hearing.

The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously. This includes issues that have not been raised and considered at the earlier steps of the grievance.

Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or City policy.

F. **Extension of Time Limits.** All time limitations imposed by the grievance procedures described in this section may be extended only by mutual written agreement between the CITY and the employee. Failure to strictly comply with any of the time limits described herein shall be a bar to further processing of the grievance.

SECTION 17. DISCIPLINARY AND APPEALS PROCEDURES.

A. **Standards of Conduct.** All employees are expected to adhere to standards of reasonable and prudent conduct.

B. **Applicability of Discipline.** Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the Association shall have rights to the notice and hearing requirements set forth in this section.

C. **Discretion In Disciplinary Action.** The City Manager and Police Chief may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

D. **Personnel record.** No **employee** shall have any comment adverse to his/her interest entered in their official personnel file, without the **employee** having first read and signed the document containing the adverse comment indicating he/she is aware of such comment. If after reading the document the **employee** refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee and the document will be placed in the personnel file.

E. **Permitted Disciplinary Action.** Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

Oral admonishment
Directive Memorandum
Corrective Memorandum
Written reprimand
Suspension
Reduction in salary

Demotion
Dismissal

F. **Oral Admonishment.** Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior. Oral admonishments shall be memorialized in writing.

G. **Directive Memorandum.** When oral communication has not been sufficient, a directive memorandum can be issued to inform and direct the employee in writing how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.

H. **Corrective Counseling/Memorandum.** A pre-disciplinary formal counseling process which includes a dialogue between the supervisor and the employee that results in a corrective memorandum issued to the employee which informs the employee that even after previous direction, a task is still being completed incorrectly. This is a warning that future occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.

I. **Written Reprimand.** A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within 30 calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

J. **Suspension Without Pay.** When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective; the Police Chief may impose suspension without pay. Such suspension shall occur only after the notice procedures specified in subsection M. have been complied with and shall be subject to appeal in accordance with this section.

K. **Reduction in Salary.** In lieu of, or in addition to other forms of discipline, when facts justify, the Police Chief may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or permanent, as specified by the Police Chief. Any reduction in salary shall be subject to the notice procedures specified in subsection M. and shall be subject to appeal in accordance with this section.

L. **Dismissal.** When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests, or for other good cause, the Police Chief shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any

action of dismissal shall be taken only in compliance with the notice procedures specified in subsection M. and shall be subject to appeal in accordance with this section.

M. **Pre-disciplinary Procedures.** An employee being considered for any discipline involving loss of time or wages shall be insured due process through pre-disciplinary measures described in this section.

N. **Written Notice.** Written notice of any proposed disciplinary action shall be given the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

O. **Employee Response.** An employee is entitled to a reasonable time, not to exceed 14 calendar days, to answer a notice of proposed discipline. The Police Chief may grant an extension of the response period if the employee can demonstrate the need. Should an employee respond, the Police Chief shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Police Chief. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

P. **Police Chief Response.** The Police Chief shall provide a written answer to an employee's response at the earliest practical date, not to exceed 14 calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer. Any time extensions shall be permitted only with the consent of the Chief.

If the pre-disciplinary meeting with the Police Chief results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with

restitution/reinstatement if any, being made following conclusion of the City Manager level appeal.

Q. **Appeal of Disciplinary Actions.** Any employee may appeal imposition of discipline within 14 calendar days after the receipt by the employee of the Chief's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

R. **Appeal Procedure.** Upon receipt of a timely letter of appeal, the City Manager shall set a time for a meeting. The meeting shall be held within 14 calendar days after receipt of the appeal letter. The appealing employee may appear personally and represent himself/herself or be represented by another of the employee's choosing.

S. **Findings and Decisions.** The City Manager shall, within 14 calendar days after the conclusion of the meeting, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the proposed action of the Police Chief is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented; the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the employee's personnel file. Should the City Manager find that any or all of the charges are supported; the manager shall affirm, overrule or modify in whole or in part the Police Chief's proposed disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the affected employee and the employee's designated representative.

T. **Employee Status During Pre-Discipline Period.** Except as otherwise provided an employee against who disciplinary action is proposed is entitled to be retained in an active status during the pre-disciplinary period. When circumstances are such that retention of the employee on active status may result in damage to the City property or may be detrimental to the interests of the City or injurious to the employee, fellow employees, or the public, the Police Chief may following discussion with the employee or at the employee's option, temporarily assign the employee to duties in which these conditions do not exist or place the employee on paid suspension until proceedings are concluded or circumstances causing the suspension change. Such action shall not be inconsistent with Section 3303 of the California Government Code.

U. **Time Limits.** All time limitations of this section may be extended or shortened only by mutual agreement of the parties.

V. **Binding Arbitration.** If the employee disagrees with the decision reached by the City Manager they may submit a written request to the Human Resources Department within ten (10) calendar days from the date the decision was rendered. The City and Association upon mutual agreement may select a list of arbitrators that can be alternatively used when called on. Arbitrators may be added or deleted from the list only by mutual agreement of the City and the Association. Arbitration decisions shall be binding.

The expense of the arbitrator shall be shared equally by the parties. Any costs associated with a request for transcripts of the arbitration proceedings will be paid for by the requesting party. Each party is responsible for making arrangements and for paying any expenses of any witness that may be called on to testify. Employees of the City will be released from work without loss of compensation to attend the arbitration hearing.

The arbitrator shall not decide on any issue that has not already been submitted within the statement of issues as presented previously. This includes issues that have not been raised and considered at the earlier steps of the grievance.

Any remedy recommended by an arbitrator may not conflict with the provisions contained within this agreement or City policy.

SECTION 18. SALARIES.

A. **Salary Schedule.** Police Lieutenant monthly salary range and Police Captain monthly salary range will be maintained with five (5) pay steps titled "A" step through "E" step. Each pay step up and until step "E" will be five percent (5%) percent greater than the previous step.

Effective January 1, 2019, all salary steps for both the Police Lieutenant and Police Captain classifications shall be increased by four percent (4.0%).

Effective July 1, 2019, the base pay of all represented employees will be increased by four percent (4.0%).

Effective July 1, 2020, the base pay of all represented employees will be increased by four percent (4.0%).

Should the Transaction and Use Tax be repealed, any remaining salary increase, which has not been received, will be forfeited. If a salary increase is forfeited, City will agree to meet with MPMA to discuss, explore and/or provide alternate compensation.

In the event that the Murrieta Police Officers' Association receives a salary increase at any time prior to the expiration of this agreement, the salary ranges for Police Lieutenant and Police Captain shall be adjusted, if necessary, so that the bottom step base salary for Police Lieutenant shall remain five percent (5%) greater than the top step base salary for Police Sergeant and the salary range for Police Captain shall be adjusted so that the bottom step base salary shall remain five percent (5%) greater than the top step base salary for Police Lieutenant.

In the event that the Murrieta Police Officers' Association receives an increase in benefits at any time prior to the expiration of this Agreement, the same increase in benefits shall apply to employee's subject to this Agreement.

B. **Appointment and Advancement.** Step A is the normal starting rate of pay. An employee shall serve six months in this class before becoming eligible for advancement to Step B. Thereafter, the employee shall serve one year in a step prior to eligibility for advancement to the next step.

In exceptional circumstances, a newly hired/promoted employee may be appointed at a higher step, in which case the employee must serve one year before becoming eligible for a step advancement.

Step advancements shall be granted only for meritorious service. The employee's supervisor and the Police Chief shall file with the City Manager the prescribed form of

employee evaluation along with a recommendation to approve, deny or delay a step advancement. The City Manager may approve or modify this recommendation.

When a normal step advance is denied, it may be reconsidered at any time, and if advancement occurs, the employee shall serve one year in the new step before becoming eligible for advancement to the next step.

SECTION 19. OTHER COMPENSATION.

A. **Bi-lingual Pay.** The CITY has established a bi-lingual program which will provide an additional two and one-half percent (2.5%) of base pay for eligible members of the Association who are fluent in the Spanish language. The 2.5% bilingual pay shall be calculated on base salary. The number of members to be eligible shall be determined by the CITY. To become qualified an employee must be certified by the city manager or his/her designee after the employee successfully passes a verbal conversation examination established by the CITY in cooperation with the Association.

B. **Administrative On Call Pay.** MPMA members function as department managers and are required to be available, on and off-duty, to give direction to their assigned teams and divisions. In order to compensate members for off-duty managerial responsibilities; on-call pay has been established. All represented employees shall be compensated an additional 2%, calculated on their base salary.

C. **Promotions.** The CITY agrees that all promotions in rank shall result in an increase of at least five percent (5%) over the employee's previous salary which includes base salary and any special assignment pay. Temporary Assignment Pay and other Assignment Pay will not be part of this calculation.

D. **Temporary Assignment Pay.** As a result of vacancies, leaves of absence, or other reasons, it may be necessary to reassign an authorized employee to serve in a higher ranking position. Since such assignments require the employee to assume additional responsibilities and perform duties which are outside the scope of the employee's regular assignment, the employee shall be entitled to a salary adjustment to reflect the new position duties. The following shall apply in these instances:

1. **Approval Required.** Upon the recommendation of the department head and with the approval of the city manager, an employee may temporarily be assigned to a higher level classification provided that:

    a. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.

    b. The employee is called upon to serve in the higher-level position by the City Manager and the Police Chief.

    c. The employee possesses the minimum qualifications to perform the work of the higher-level position.

2. **Salary.** The employee in such a temporary assignment shall be entitled to a salary adjustment of at least five per cent (5%) over the employee's previous salary, which includes base salary and any special assignment pay or the "A" Step of the

higher level position, whichever is greater, for the duration of the temporary assignment.

3. All applicable leave accruals, except holiday leave, (i.e., annual) are calculated and credited to each employee based upon an eight (8) hour work day. All leave hours taken shall be based upon the length• of a given employee's work day (i.e., 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance.

SECTION 20. ANNUAL LEAVE.

Annual leave is a modified combination of the leave time previously classified as vacation leave and sick leave.

1. Employees covered by the terms and conditions of this Memorandum shall accrue annual leave per the following schedule:

Years of Service	Annual Accrual	Maximum Accrual
1 to 3 years	168 hours per year (21 days x 8 hrs)	544 hours
4 to 6 years	192 hours per year (24 days x 8 hrs)	544 hours
7 to 10 years	216 hours per year (27 days x 8 hrs)	544 hours
11 to 15 years	232 hours per year (29 days X 8 hrs)	544 hours
16+ years	272 hours per year (34 days X 8 hrs)	544 hours

2. The maximum amount of scheduled annual leave time which may be taken shall be thirty (30) working days in a calendar year, unless used for sick leave purposes. Additional annual leave for exceptional situations may be granted on a case-by-case basis by the City Manager or designee.

3. A minimum of (eighty) 80 hours of annual leave should be used each calendar year by the employee.

4. Annual leave may be accrued up to a maximum of five hundred and forty- four (544) hours. When this maximum amount is reached the employee will no longer accrue additional annual leave. Annual leave accruals will re- commence in the next pay period following the use of annual leave which reduces this balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and forty-four (544) hours.

5. Earned and accrued annual leave may be taken before the completion of the first year of service with the approval of the City Manager or designee. Annual leave may be taken for the purpose of sick leave after completion of ninety (90) days of City service and does not require City Manager approval.

6. Vacation Postponement. If an employee does not utilize his or her annual leave for the purposes of vacation in any calendar year, the employee may, subject to approval of the City Manager, be allowed such vacation leave during the succeeding calendar year. In no

event, however, shall any employee's vacation leave with pay exceed thirty (30) working days in any calendar year.

7. Holidays Within Vacation Period. Holidays falling within the scheduled vacation leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's vacation leave period, an equivalent number of hours for the applicable holiday shall be credited back to the employee's annual leave balance. Illness occurring during a scheduled vacation period shall not be considered as unscheduled (sick) leave.

8. Unused Annual Leave. Any employee who is eligible for annual leave benefits and terminates their employment with the City will be paid for any unused annual leave hours.

9. Use of annual leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval or designee.

10. When an employee is absent from work due to illness or a health related reason, said leave periods shall utilize annual leave with pay. In the event of absences due to illness or injury, the department head, in consultation with the Human Resources Manager, may require a physician's statement indicating the employee's fitness to return to work, when the sick leave absence due to personal illness or injury, exceeds three (3) consecutive workdays.

11. Four times each fiscal year during payroll periods as determined by the employee, those individuals may request a cash payout of annual leave. This payment can be made in cash and is taxable or can be used as a contribution to a retirement savings plan. Annual leave cash outs shall be calculated including the value of the Education Achievement amount received by employee. The singular limit on the amount of payout is that no distribution shall result in a total of 299 or less annual hours remaining in the accrued annual leave bank after the distribution is made. To the extent allowed by Federal/State law, distributions may be utilized to fund deferred compensation or retirement-related accounts. The City makes no representation as to the legality and/or tax consequences of such conversion to cash, and the Association and its members release the City from any liability that may arise from an individual's exercise of discretion regarding use of pay outs for deferred compensation or other account funding. This provision shall be applicable to SICK LEAVE CASH OUT, as well.

12. Use of Annual Leave as Sick Leave.

    a. Personal Sick Leave:

       When an employee is absent from work due to personal illness, injury, a health related reason (such as the diagnosis, care or treatment of a health condition), or preventive care, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

    b. Family Sick Leave:

       When an employee is absent from work, or needs a leave of absence, due to the illness or injury of health related reason (such as the diagnosis, care or treatment

of a health condition), or preventive care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward of stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

c. Other Statutory Use:

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank) to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

SECTION 21. SICK LEAVE BANK.

A. Sick Leave Bank

1. All sick leave balances accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996, are not added to annual leave, but are frozen and placed in a sick leave bank for the respective employee. In an effort to reduce the financial liability to the CITY of an employee's bank of unused sick time prior to retirement or other separation from employment, the employee may use sick leave time as time off for non-illness related reasons.

2. At the time of an employee's resignation or retirement from the CITY, employees with continuous city employment of five (5) years or more shall be eligible to receive a payment of 25% of the unused sick leave in the sick leave bank at the employee's then rate of compensation. Employees with continuous city employment of ten (10) years or more shall be eligible to receive payment for 50% of the unused sick leave in the sick leave bank. Employees with continuous city employment of fifteen (15) years or more shall be eligible to receive payment for 75% of the unused sick leave in the sick leave bank.

B. SICK LEAVE BANK CASH OUT

1. Four times each fiscal year during payroll periods as determined by the employee, those individuals may request a cash payout or deferral to a Deferred Compensation or Retiree Healthcare Trust Plan of unused sick leave in their frozen

sick leave bank accounts on the books in excess of 480 hours subject to the following schedule:

Years of Service	Cash Out Available *
1-5	No cash out during the first five years
6-10	# of excess hours x base hourly rate x .25
11 -15	# of excess hours x base hourly rate x .50
16+	# of excess hours x base hourly rate x .75

*Sick leave bank cash outs shall be calculated to include the Education Achievement amount received by the employee.

2. When cashing out sick leave bank time, a balance of at least 480 hours of sick leave shall be maintained at all times.

SECTION 22. HOLIDAY LEAVE.

A. The approved CITY holidays shall be as follows:

(1) January 1st
(2) Dr. Martin Luther King Day (January)
(3) The third Monday in February, known as "Presidents' Day"
(4) The last Monday in May, known as "Memorial Day"
(5) July 4th, "Independence Day"
(6) The first Monday in September, known as "Labor Day"
(7) November 11th, known as "Veterans' Day"
(8) Thanksgiving Day
(9) The day after Thanksgiving
(10) December 25th
(11) Employee's Birthday "(Floating Holiday)
(12) Christmas Eve Day (1/2 day holiday)
(13) New Year's Eve Day (1/2 day holiday)

Any day declared to be a holiday by proclamation of the Mayor.

B. City employees shall receive ten (10) hours of holiday pay for each holiday except for Christmas Eve Day and New Year's Eve Day for which employees shall receive five (5) hours of holiday pay.

C. The holiday will be the day observed unless the holiday falls on the weekend. Friday shall be the holiday when the actual legal holiday falls on a Saturday, and Monday shall be the holiday when the actual holiday falls on a Sunday for the holidays listed in paragraph 2 of this section. When a holiday is designated for a Friday when City Hall is closed, the preceding Thursday shall be the holiday.

SECTION 23. PERSONAL LEAVE.

A. **Administrative Leave.** Represented employees shall be granted administrative leave according to the following schedule:

60 hours/year

These hours shall be credited at the beginning of each fiscal year and unused administrative leave shall be compensated at the end of each fiscal year. However, if an employee separates from employment prior to June 30 of any fiscal year, the distribution of remaining administrative leave shall be made on the basis of 1/12 of the total hours multiplied by the number of full months of service completed in the fiscal year. Maintaining employment for fifteen (15) calendar days, shall be deemed completion of the entire month for distribution purposes only.

B. **Leave of Absence.**

1. Leave Without Pay. An employee may be allowed a leave of absence without pay by submitting a written request to the City manager, provided the department head has approved the submittal. The City manager may grant an employee a leave of absence without pay for a period not to exceed six (6) months. During such leave without pay, annual leave, and holiday credits will not be accrued and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the COBRA program so that applicable benefits may continue.

2. Pregnancy and Confinement. The Association agrees to abide by the Family and Medical Leave Policy that has been established separately from this MOU through the meet and confer process.

C. **Jury Leave.** Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the Human Resources Office and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty with no additional reimbursement by the City.

D. **Military Leave.** Military leaves of absence shall be governed by the provisions of Sections 395 et seq. of the Military and Veterans Code.

E. **Family Illness Leave.** When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued annual leave.

F. **Bereavement Leave.** An employee may use up to three work shifts of paid bereavement leave if required to be absent from work due to the death of a member of the employee's immediate family. Additional time off may be authorized by the department head any additional time off will be charged to the employee's accrued annual leave or treated as leave without pay.

Immediate family shall be defined as: spouse, child, parent, sibling, grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household.

SECTION 24. INSURANCE AND RETIREMENT BENEFITS.

A. **Cafeteria Plan Effective.** The City shall provide funding for medical and related expenditures as follows. The City of Murrieta is a contracting agency for participation in the Public Employees' Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 provides for the minimum employer contributions to allow enrollment in the Act.

The City contribution for health insurance for purposes of the Act shall be the minimum monthly contribution required by PEMHCA, and shall be adjusted to correspond with changes in the minimum employer contribution requirements. (The minimum mandated employer contribution ("MEC") under PEMHCA shall be $133.00 monthly per employee in calendar year 2018.)

In addition to the monthly MEC, as that number may from time to time change, the City shall fund a Section 125 cafeteria plan on behalf of each employee in the following amount which includes the MEC:

Effective January 1, 2019, the total monthly contribution shall be one thousand five hundred twenty-one and seventy-one cents ($1,521.71) per month.

Effective the first full pay period following execution of this agreement, employees shall have the option of:

1. A total monthly contribution of thousand, six hundred twenty one and seventy-one cents ($1,621.71) per month as follows:
    a. Up to $933.43 of the of the Cafeteria Plan may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable "Cafeteria Plan" expenditures, such as medical premiums, and Flexible Spending Account contributions.
    b. No provision for cash-in-lieu (a taxable cash payment).
    c. No provision for a Deferred Compensation contribution from the City's health care contribution.

2. A total monthly contribution of one thousand five hundred twenty one and seventy-one cents ($1,521.71) per month as follows:
    a. Up to $833.43 of the of the Cafeteria Plan may be utilized only for medical insurance premiums.
    b. The remaining amount may be used for other allowable "Cafeteria Plan" expenditures, such as medical premiums, and Flexible Spending Account contributions; or a taxable cash payment.
    c. No provision for a Deferred Compensation contribution from the City's health care contribution.

Effective January 1, 2020, Option 2 above shall be eliminated and all eligible members shall automatically be moved to Option 1.

This amount will be adjusted on January 1, 2020 and each January thereafter, by fifty percent (50%) of the increase in premium cost (defined as the difference in the premium rate from the current year to the next, e.g., January 2019 to January 2020, etc.) for the lowest cost monthly family premium for a CalPERS sponsored HMO health insurance plan

in the Other Southern California Region. In the event that premiums decrease from one January to the next, the City shall continue to pay the higher contribution amount based on the prior January's premium. No increases in the City's contribution will be required again until the relevant plan premium cost increases above the total amount then paid by the City toward the cafeteria plan. The 50% split will then be calculated only on the amount that the new relevant plan premium cost exceeds the premium cost that the City's cafeteria plan contribution is based on.

The following 2 examples reflect the parties' understanding of how the City's contributions will be calculated based on the above formula:

Example 1:

2018 Lowest cost family HMO = $1,579.97 per month; 2018 total City contribution = $1,521.71 per month

2019 Lowest cost family HMO = $1,550.00 per month; 2019 total City contribution = $1,521.71 per month

2020 Lowest cost family HMO = $1,600.00 per month; 2020 total City contribution = $1,531.73 per month

($1,600.00-$1,579.97 = $20.03 x 50% = $10.02; $1,521.71+$10.02 = $1,531.73)

Example 2:

2018 Lowest cost family HMO = $1,579.97 per month; 2018 total City contribution = $1,521.71 per month

2019 Lowest cost family HMO = $1,500.00 per month; 2019 total City contribution = $1,521.71 per month

2020 Lowest cost family HMO = $1,550.00 per month; 2020 total City contribution = $1,521.71 per month

2021 Lowest cost family HMO = $1,600.00 per month; 2021 total City contribution = $1,531.73 per month

($1,600.00-$1,579.97 = $20.03 x 50% = $10.02; $1,521.71+$10.02 = $1,531.73)

Up to $833.43 of the Cafeteria Plan may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable "Cafeteria Plan" expenditures, such as Deferred Compensation contributions, medical premiums, Flexible Spending Account contributions, or a taxable cash payment. As regards retirees, the following shall apply:

1. Employees hired prior to January 1, 2008- eligible retirees shall receive the monthly MEC to participate in PEMHCA ($133.00 per month for calendar year 2018) and a $700.33 monthly contribution to a Retirement Health Savings Plan ("RHS"). The total monthly expenditure for pre-January 1, 2008 employees who thereafter retire, shall remain fixed at a maximum $833.43 (consisting of the MEC

to participate in PEMHCA, as from time to time changes, and the RHS contribution.)

2. January 1, 2008 and later employees (10 complete years of City service)- employees hired on and after January 1, 2008 and who thereafter retire from City service with a minimum ten (10) complete years of service with the City, shall receive City-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed $360.00 per month up to the date of eligibility to receive Medicare. (The $360.00 maximum amount is computed by adding the MEC, to an RHS contribution, which shall when totaled, equal $360.00 per month.) Upon employee eligibility for Medicare, the City contribution to medical insurance shall be in the MEC.

3. January 1, 2008 and later employees (less than 10 complete years of City service) - for those employees hired on and after January 1, 2008 who then retire from City service with less than ten (10) full years of City service, the City medical insurance contribution shall be equivalent to the MEC.

   (See computation example in attached Exhibit 1)

B. **Dental and Orthodontic.** The City agrees to provide a dental and orthodontic benefit plan. The City also agrees to pay the monthly premiums for each employee and the employee's dependents.

C. **Vision Plan.** The City agrees to provide a vision plan for all employees and their dependents. The City also agrees to pay the monthly premiums for each employee and the employee's dependents.

D. **Life Insurance.** The City agrees to provide a life insurance policy in an amount equal to one year of base salary to a maximum of $150,000.00. The City shall select the insurance company. The City shall pay all monthly premiums. When available through the City, employees may purchase additional life insurance at their own cost.

E. **Long Term Disability.** The City agrees to provide long term disability insurance. The City shall pay the full monthly premium for this insurance.

F. **Short Term Disability.** The City agrees to provide short term disability insurance. The City shall pay the full premium for this insurance.

G. **Flexible Spending Accounts.** The City agrees to put in place a Cafeteria Plan to allow employees to make pre tax deductions from their earnings for the purpose of being reimbursed by a third party administrator for eligible health and dependent care expenses. The City will pay all administrative costs for this program.

H. **Public Employees Retirement System.** The City provides to its classic safety employees (i.e., those who do not qualify as a "new" member under the California Public Employees' Pension Reform Act "PEPRA") the "3% at 50" retirement option of the Public Employees' Retirement System for those employees hired on or before December 31, 2012 ("Tier 1"). The City shall pay the full 9% statutory employee contribution on behalf of all Tier 1 classic members. For classic members hired after December 31, 2012, the City shall provide a retirement formula of 3% @ 55, plus a final compensation period of 36 months (Tier 2").

The City shall pay 3.34% of the statutory 9% employee contribution on behalf of Tier 2 classic members. For new members under PEPRA, the City shall provide the retirement formula of 2.7% @ 57, and the 36 month final pensionable compensation period, both as mandated by PEPRA ("Tier 3"). The City shall not pay any portion of the mandated employee contribution for Tier 3 new members. The City's payment of statutory employee contributions for Tier 1 and Tier 2 classic members shall be reported as compensation earnable to CalPERS by resolution.

I. **PERS 1959 Survivor Benefit.** The City provides the PERS Fourth Level 1959 Survivor Benefit to employees. The City shall pay the employer's administrative costs for said benefit and the employee shall pay his or her share of the monthly cost for said program.

J. **Employee Payment Of Employer Contributions (Cost Sharing)**

Tier 1 and Tier 2 classic members shall pay 5.66% of their compensation earnable in the form of payroll deductions as cost sharing of the City's employer rate to CalPERS. These contributions are made pursuant to Government Code section 20516(a) and are considered to be employer contributions by CalPERS. They will be treated by the City as being pre-income tax to the extent allowed by law. Tier 3 new members shall not have any cost sharing amounts withheld for their payroll.

K. The City has amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (PERS Section 21024).

L. **Health Care Reopener**

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

SECTION 25. EXEMPT EMPLOYEES.

It is acknowledged that the employees subject to this MOU are exempt employees under the Federal Fair Labor Standards Act (FLSA).

SECTION 26. EDUCATIONAL ACHIEVEMENT.

Employees who qualify by attaining appropriate educational or professional qualifications not specifically required for their position shall be paid a sum in addition to their base pay in the following amounts:

Police Lieutenants having a Supervisory certificate	5% monthly

OR, BUT NOT BOTH,

A Police Captain having a POST Management certificate	5% monthly

Effective the first payroll period commencing on or after July 1, 2009, Police Lieutenants and Captains having in addition to the above POST certificates, a Masters' Degree from an accredited college or university, OR having successfully completed the California Post Command College, or having graduated from the FBI National Academy, shall receive an additional 5% monthly allowance. (i.e., a captain with both a POST supervisory and management certificate and a Masters' Degree, receives a total 10% monthly allowance. The certificate pay is non-cumulative. An eligible employee receives compensation for one or the other of the certificates.)

Compensation will be calculated on base salary. Employees shall be eligible for compensation for only one certificate or degree (not cumulative.) Degrees must be directly related to the performance of the duties associated with the classification.

SECTION 27. UNIFORM ALLOWANCE.

Employees shall be entitled to a uniform allowance according to the following schedule: Police Captains and Police Lieutenants- $1,800 annually.

SECTION 28. TUITION REIMBURSEMENT.

The CITY has previously adopted a tuition reimbursement policy under the CITY's personnel rules (Resolution 91-64 approved November 12, 1991). With the adoption of this MOU, the maximum reimbursable amount for eligible expenses shall increase to $3,450 per employee per fiscal year for those in a traditional college curriculum up to the maximum allowed per employee. In consideration for those employees registered in an accredited accelerated academic program, the maximum reimbursable amount of eligible expenses for a fiscal year shall increase to $13,800 per employee in an accredited accelerated academic program up to the maximum allowed per employee for the full course of employment ($13,800.00.)

A. **Eligibility.** After 12 months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution, provided:

    1. Courses are satisfactorily completed with a grade of C or higher.

    2. Appropriate proof of successful completion is submitted to the Personnel Officer.

    3. Courses of instruction will enable the employee to perform present duties more effectively or prepare them for future opportunities into which they could reasonably expect promotion or transfer to with the CITY.

    4. The hours of instruction for the course do not conflict with the employee's regularly scheduled workday.

    5. Reimbursement is limited to a maximum of $13,800 per employee during the course of their employment. Any reimbursements made after July 1, 2007 will apply to the $13,800 maximum.

For purposes of this policy, an accredited educational institution shall be defined as any technical, vocational, college, university, business or high school that has been accredited by a recognized governmental or professional accrediting body and has been approved by the Personnel Officer.

Employees shall obtain approval of the course from the immediate supervisor and the Personnel Officer in advance of taking course to be eligible for reimbursement. Once completed, reimbursement may be requested by filing the appropriate form along with a copy of the final grade report.

B. **Eligible Costs.** Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction. Ineligible for reimbursement are late registration penalties or fees, transportation costs, parking, interest or any other charge not specified in this section.

C. **Reimbursement.** As part of the tuition reimbursement request, employees shall agree that upon voluntary termination of employment within 36 months following receipt of a tuition reimbursement, there shall be a deduction from their final pay check in an amount equal to the tuition reimbursement prorated over the portion of the 36-month period remaining to be completed.

SECTION 29. SUBSTANCE ABUSE POLICY.

It is the responsibility of all affected employees to cooperate to protect lives, personal safety and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the City's drug free workplace policy as described in the Employee Handbook.

SECTION 30. DEFERRED COMPENSATION MATCH.

For those employees participating in a CITY sponsored compensation program, the CITY shall contribute a matching amount to the employee's account on a dollar for dollar basis according to the following schedule:

Not to exceed $2,400.00 per year.

SECTION 31. COMPUTER UPGRADE REIMBURSEMENT.

Employees who have taken advantage of the computer equipment reimbursement program (Section XVIII of Resolution No. 91-64), and have had the original reimbursement completely forgiven, will be eligible to receive a onetime computer "upgrade" reimbursement for authorized computer equipment and/or software up to $500 as funds permit. Participation in the computer upgrade program must be recommended by the employee's department head and approved by the City Manager. Reimbursement shall occur over the twelve months following payment to the employee. This additional contribution of funds will be deducted from the employee's paycheck each pay period over a period of time not to exceed 12 months or 26 pay periods. If the employee who has received a computer upgrade loan leaves the employment of the City prior to the termination of the loan period, the loan balance will be deducted from the employee's final paycheck.

SECTION 32. OTHER ITEMS.

Items not specifically addressed in the Compensation Plan shall continue to be addressed in Personnel Resolution, No. 91-64, the Employee Relations Resolution, No. 93-214 or the City Manager's employment contract.

SECTION 33. PROFESSIONAL ORGANIZATION MEMBERSHIP.

Commencing July 1, 2009, City shall pay for all unit members, the annual membership fee in either the Peace Officers Research Association of California (PORAC) and in the PORAC legal defense fund, or in the alternative, and at the individual employee's discretion, the counterpart fees in the California Peace Officers Association. The City expenditure shall not exceed $515.00.

SECTION 34. BEREAVEMENT LEAVE.

An employee may use up to three work shifts of paid bereavement leave if required to be absent from work due to the death of a member of the employee's immediate family. Additional time off may be authorized by the Department Head. Any additional time off will be charged to the employee's accrued annual leave or treated as leave without pay. However, if the employee provides documentation that 300 or more miles were traveled one way pursuant to use of bereavement leave, an additional two (2) paid shifts of leave may be provided. Immediate family shall be defined as: spouse, registered domestic partner, child, parent, sibling, grandparents; the aforementioned either natural, legally adopted, step or in-law, or any person over whom the employee acts as legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the ASSOCIATION agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

Dated: June 18, 2019

CITY OF MURRIETA

By: _____
Kim Summers
City Manager

Attest:

_____
Stephanie Smith
City Clerk

MURRIETA POLICE MANAGEMENT ASSOCIATION

By: _____
Ron Driscoll
President