

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MURRIETA
AND
THE MURRIETA POLICE OFFICERS
ASSOCIATION:**



JULY 1, 2021 through JUNE 30, 2023

**MEMORANDUM OF
UNDERSTANDING**

**THE CITY OF MURRIETA
AND
THE MURRIETA POLICE OFFICERS ASSOCIATION FOR
THE PERIOD: JULY 1, 2021 through JUNE 30, 2023**

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SECTION I ADMINISTRATION

ARTICLE 1.01 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 Officers Association ("Association") pursuant to California Government Code Section 3500 et seq.

ARTICLE 1.02 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.

ARTICLE 1.03 REPRESENTED POSITIONS.

The following positions are covered by this Agreement: Police Officer, Police Corporal, Police Detective I, Police Detective II, and Police Sergeant.

ARTICLE 1.04 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. Therefore, the parties, each voluntarily and unqualifiedly, waive their right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both at the time of negotiations or signing of this Agreement and, accordingly, there shall be no change in matters provided for in this Agreement during its term except as allowed by this Agreement, unless the parties mutually agree to commence the meet and confer process regarding any such matters.

ARTICLE 1.05 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.

ARTICLE 1.06 CONTINUATION OF TERMS AND CONDITIONS.

It is agreed that in the event this MOU expires, its terms and conditions shall continue in effect until a new Agreement is approved by the parties hereto.

ARTICLE 1.07 TERM.

This Agreement shall become effective on July 1, 2021 (except where otherwise indicated) and shall remain in effect until June 30, 2023.

ARTICLE 1.08 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 II COMPENSATION

SUBSECTION A WAGES

ARTICLE 2.01 SALARIES.

- A. Salary Schedule. Effective with the first full pay period in July, 2021, the base pay of all represented employees will be increased by four percent (4.0%).

Effective with the first full pay period in July, 2022, the base pay of all represented employees will be increased by five percent (5.0%).

- 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 new 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 chief of police 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.

- 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.

ARTICLE 2.02 SPECIAL ASSIGNMENT PAY AND OTHER SPECIAL COMPENSATION.

- A. Special Assignment Pay

The Chief of Police shall have the discretion to designate any sworn employee, including Police Officer, Corporals, Detective I, Detective II and Sergeants to a Special Assignment if needed. Sworn Employees are subject to appointment and removal by the Chief of Police or designee at his/her discretion. These assignments will be temporary or permanent based on the operational needs of the Department as determined by the Chief of Police.

Employees designated to the following assignments shall receive the appropriate premium pay or special assignment pay for the duration of the specialty assignment. Special Assignments and Special Assignment Pay may be reportable as pensionable compensation as defined by CalPERS regulations for Classic and PEPRA members. Reportable Special Assignment Pay shall be reported as such to CalPERS to extent permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1 (governing Classic and PEPRA employees, respectively), and any other applicable provisions of State or federal law.

Specialty Pay assignments and compensation shall be as follows:

1. School Resource Officer Pay: Any sworn employee assigned as a School Resources Officer shall, during the period of such assignment, receive in addition to their regular monthly compensation, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

School Resource Officer Pay will be reported as Police Liaison Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

2. Field Training Officer Pay: Any sworn employees assigned as a Field Training Officer shall, for each day or portion thereof, in which they are assigned a trainee, receive in addition to their regular monthly compensation, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

Field Training Officer Pay will be reported as Training Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

4. Canine Handler Pay: For purposes of complying with the Fair Labor Standards Act (FLSA), any sworn employee assigned as a canine handler will be compensated for ordinary care and maintenance activities consisting of various animal caretaking tasks including, but not limited to, feeding, grooming, inspecting, medicating, exercising, pest control, preparing and cleaning the canine kennel and preparing and cleaning the canine transport vehicle.

The handlers will receive a total of 14 hours of straight time compensation per 28 day pay cycle (30 minutes a day, 7 days a week).

Canine handlers (other than Bloodhounds) will work a 4/10 schedule with their assigned hours based on the needs of the department and subject to change.

One of those days will consist of a canine training day. The canine training day will be 6 hours with the remaining 4 hours of the handler's scheduled 10 hour shift considered as "Canine Maintenance Compensation" to provide for the care, grooming, exercise and maintenance of the police service dogs and their equipment.

Once a month, Adlerhorst International (or the designated training facility) will schedule the required 8 hour maintenance day. Handlers will attend as scheduled by the canine coordinator. The training day will be considered a normal 10 hour workday for all handlers. After completion of the maintenance day training, the remaining 2 hours of that 10 hour work day will be considered as "Canine Maintenance Compensation" for the handlers.

This would complete the 14 hours of straight time compensation per 28 day pay cycle in accordance with the Fair Labor Standards Act.

Bloodhound handlers are distinct in that they rely on an outside trainer with a schedule that can vary based on factors out of our control. In order to fairly compensate them per FLSA, the handler will work a 4/10 schedule, and out of the 28 day pay cycle, 26 hours will be designated as K9 training/FLSA compensation and paid at straight time. This schedule is based on department needs and subject to change while still considering compensation per FLSA.

Canine Handler Pay will be reported as Canine Officer/Animal Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

5. Task Force Officer (TFO)/Special Enforcement Team (SET) Pay: Any sworn employee assigned to the Special Enforcement Team (SET) or assigned to any task force to include any state, regional or local task force including any Gang Task Force (GTF), Gang Impact Team (GIT), narcotics, auto theft, fugitive apprehension, real estate fraud, or any other special team shall during the period of such assignment receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

TFO/SET Pay will be reported as Gang Detail Assignment Premium, Narcotic Division Premium or other applicable special assignment pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

6. Motorcycle Officer Pay: Any sworn employee who is assigned as a Motor Officer in the Traffic Division, shall during the period of such assignment, receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

Motorcycle Officer Pay will be reported as Motorcycle Patrol Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

7. Traffic Assignment Pay: Any sworn employee assigned to the Traffic Division, shall during the period of such assignment, receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

Traffic Assignment Pay will be reported as DUI Traffic Officer Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

8. Administrative Sergeant Pay: Any sworn employee assigned as an Administrative Sergeant, shall during the period of such assignment, receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

Administrative Sergeant Pay will be reported as Police Administrative Officer pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

9. Community Policing Pay: Any sworn employee assigned to the Domestic Violence Response Team (DVRT), Community Policing Team (CPT) or Clinical Behavioral Assessment Team (CBAT), shall during the period of such assignment, receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

Community Policing Pay will be reported as Police Liaison Premium pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

10. POST Training Officer Coordinator Pay: Any sworn employee assigned as the POST Training Officer Coordinator, shall during the period of such assignment, receive in addition to his/her regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary step per month.

POST Training Officer Coordinator Pay will be reported as Police Administrative Officer pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

B. Other Special Compensation

1. On Call Pay. In order to insure adequate response for incidents, an on-call program has been established for the following special assignment teams.

Detective Bureau
Special Enforcement Team (including Taskforce Officers)
Traffic Division

In order to ensure adequate response for incidents requiring the expertise of a Detective, Investigator or Officer with specialized training and skills, an On-Call program has been established. Persons assigned to the On-Call program shall have specialized training and experience in complex criminal investigations including but not limited to homicide, death investigations, major narcotics, gangs, auto theft, serious injury traffic collisions, fatal traffic collisions, child abuse, sexual assault, rape, domestic violence, robbery, burglary, search warrants, crime scene management and interviewing and interrogation. Persons assigned to the On-Call program shall be designated by the Chief of Police.

During each seven (7) day period, one member from each of the special assignment teams at the rank of Police Officer, Police Corporal, Police Detective I, Police Detective II or Police Sergeant shall be assigned the status of "On-Call". The designated On-Call officer shall be rotated on a weekly basis (every 7 days). The On-Call duty will begin at 0630 hours, on the first Monday of every week and will end the following Monday of the next week at 0630 hours.

For the duration of the seven day period on-call period, On-Call officers shall make themselves available 24 hours per day for investigative purposes, to include responding to investigative needs during their normal working hours.

On-Call officers shall be able to respond to calls within ninety (90) minutes of being contacted by cell phone or text. In addition, the On-Call officer shall

maintain a state of mental alertness which is required for the performance of their investigative duties. An On-Call officer who is not in a condition to respond to calls for service or who fail to respond to a cell phone or text may be subject to discipline.

Employees assigned the on-call status shall be compensated an additional 4%, calculated on their base salary.

2. Bilingual Pay: The CITY has established a bi-lingual program which will provide an additional two and a 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.
3. Acting Sergeant: Any sworn employee including Police Officers, Corporals, Detective I and Detective II, who are designated as an acting Sergeant in the absence of another on-duty sergeant for at least one hour of a shift shall receive an additional hour of compensation at the rate of time and one-half for that shift.
4. The CITY agrees to meet and confer regarding additional compensation for special assignments that are created in the future
5. Temporary Assignment Pay. As a result of vacancies, leaves of absence, or other reasons, it may be necessary to reassign the duties of an authorized position to another employee. When such assignments require the employee to assume substantial additional 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 duties. The following shall apply in these instances:

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 perform a substantial amount of the duties of the higher-level position and the duties of the higher-level position are outside the scope of the employee's current classification as determined by the city manager and the Chief of Police.

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

Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of at least five percent (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.

6. Shift Differential.

- a. Night Premium Pay. Employees assigned to nightshift during the shift selection process (July and January of each year or as determined by police management) shall be paid nightshift premium pay of 5% of the employees base salary for the duration of the nightshift rotation.

Employees assigned to nightshift by police management for operational reasons will be eligible for nightshift premium pay for the duration of their nightshift assignment.

Nightshift premium pay of 5% is authorized only through a Personnel Action Form which will be finalized by the Human Resources Department. Employees assigned to nightshift shall not use any paid shift overtime codes as the 5% premium will be added automatically to those hours. If the employee instead wishes to add those overtime hours to his or her comp leave bank, they must use the appropriate overtime shift compensation paycode in Telestaff.

New hires in training assigned to nightshift during the field training process are not eligible to receive nightshift premium pay.

- b. Shift Differential Premium Pay. All other represented employees not assigned to nightshift as described above, who work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of two and one-half (2.5%) of the employee's base salary only for those hours worked between 6 p.m. and 6 a.m. In no case shall an employee be eligible to receive both the 5% and the 2.5% differentials simultaneously.

The 2.5% shift differential premium is activated by the use of designated paycodes.

ARTICLE 2.03 TOTAL COMPENSATION

In order to attract and retain qualified sworn police employees, the CITY has endeavored 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, annual, 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 officer.

ARTICLE 2.04 OVERTIME.

- A. Compensation. Overtime shall be compensated at the rate of time and one-half the employee's hourly salary for all hours actually worked in excess of the regularly-scheduled work shift and/or 80 hours in the pay period. Pursuant to Section 7(k) of the Fair Labor Standards Act, the work period for sworn law enforcement officers represented by the Association consists of a series of recurring fourteen-day (14) periods, which coincide with the fourteen-day (14) shift schedules. The work period for all shifts shall consist of the same fourteen-day (14) period. Use of vacation, sick, holiday and compensatory leave shall be considered hours worked in determining overtime hours during a pay period, but not during a shift. All hours worked in conjunction with special activities that are reimbursed by a third party will be paid at the rate of time and one-half.
- B. Compensatory Time. In lieu of overtime pay, an employee, at the employee's option, may be compensated with compensatory time off (CTO) at the rate of one and one-half times the employee's regular hourly rate of pay. An employee may accumulate a maximum of 120 hours of compensatory time. Once an employee accrues 120 hours of compensatory time, any additional overtime hours will be paid to the employee in the pay period earned. Employees will not be allowed to accrue compensatory hours beyond the 120 hour maximum.
- C. Overtime Restrictions. Employees are generally restricted to forty-eight hours of voluntary overtime per pay period and must have at least six (6) hours off duty during any twenty-four (24) hour period. "Voluntary" pertains to all overtime that does not result from a supervisory order, subpoena, or other legal mandate, or from circumstances outside the employee's control (i.e. late arrest/call for service, etc.). Additionally, employees are generally restricted to eighteen (18) consecutive working hours regardless of the nature of the work (straight time or overtime.) These restrictions may be waived by the Chief of Police or his/her designee.
 - 1. Twice yearly (in June and December) represented may request a cash-out of their accumulated CTO. These requests shall be made in writing to the Finance Department via the chain of command.

2. An employee who has accrued CTO shall, upon termination, be paid for all unused compensatory time. This pay out shall be at the employee's final regular rate of pay.

Restrictions of CTO Use Under Existing Staffing

Represented employees requesting the use of CTO shall give at least a seven day notice via a leave request form submitted to his/her supervisor if the requested time off will require backfill overtime or if the requesting officer finds his/her replacement under the limitations listed below:

1. Under current staffing levels, supervisors may grant CTO requests that cause staffing to drop to one officer below the minimum staffing for that shift. Under no circumstances shall the staffing be allowed to drop by more than one officer below minimum staffing on the shift. (If any requests are denied, the affected officer can either voluntarily withdraw the CTO request or receive payment for the requested CTO hours during that pay period.)
2. If backfill overtime is required due to a CTO request, the following officers shall not be eligible as replacements:
 - a. Officers who would be ordered in to work on their normally scheduled day off or past their normally scheduled shift in order to accommodate the request
 - b. Officers who have worked over 48 hours of overtime within the pay period.

If the CTO request cannot be filled first by overtime sign-up or second, by an eligible voluntary replacement under the above guidelines, the request may be denied.

Restrictions of CTO Use Under Increased Staffing Levels

It is anticipated that police department staffing will be increased in FY 2005/06. On each shift, once there is a minimum of two officers and/or corporals plus a sergeant above the minimum staffing specified for that shift, the following shall apply:

Represented employees shall not be permitted to use CTO if it will cause staffing to drop below the minimum staffing level established by the Chief of Police for each shift

Management may make exceptions to these restrictions on a case by case basis when considering long term exigent circumstances due to officers injured on duty (100), personal medical leave, training commitments, or participating in a city or department sanctioned event.

- D. Court Assignments. The CITY shall pay a minimum of four hours at the rate of time and one-half for authorized time spent on court assignments, including court

appearances as well as being placed "on call" for such appearances, outside the scheduled work shift.

1. Payment for Court Assignments shall begin one-half hour before the indicated subpoena time. This one-half hour shall be considered "prep time" which shall include travel to the court and obtaining necessary evidence and reports.
 2. Court Assignment shall include payment for lunch breaks as directed by the Court
 3. Court Assignment shall include time spent returning to the Murrieta Police Department.
 4. If a represented employee returns directly to his/her residence from Court the Court Assignment pay shall cease when the employee leaves the Court. If the employee must return evidence to the Murrieta Police Department, court assignment will end upon return to the Murrieta Police Department
 5. Eligibility for court minimum compensation under this MOU shall require the represented employee to exercise a good faith and timely effort to check the status of their subpoenaed case to ensure their appearance is still required. This may be accomplished by checking case status via the subpoena hotline at (951) 304-5479 or the Riverside County Court website at <http://www.riverside.courts.ca.gov/>. "Good faith and timely" is defined as occurring after 5:00 pm the court day prior to the subpoenaed appearance date (excluding court holidays.)
- E. Call-back Assignments. The CITY shall pay a minimum of two hours at the rate of time and one-half to employees called back to work at times other than their scheduled shifts.

ARTICLE 2.05 UNIFORM ALLOWANCE.

Represented employees shall be paid an allowance of \$150 per month for the purposes of acquiring and maintaining prescribed uniforms and equipment required for the performance of their duties, except badges and patches, which are to be provided by the CITY. It is agreed that \$10 of this amount shall be considered as "safety allowance" which is to be used for the purchase of safety equipment such as bullet proof vests, firearms, ammunitions and safety shoes.

Uniform Allowance will be reported to pensionable compensation to the extent allowable under the provisions of pension law. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

SUBSECTION B BENEFITS

ARTICLE 2.06 INSURANCE.

- A. Medical Insurance. The CITY agrees to provide medical coverage through the Public Employees Retirement System (PERS). The CITY shall pay the full premium cost for PERS medical insurance coverage for active employees and their eligible dependents, up to a maximum of \$833.43 per month which shall include the statutory minimum contribution required by the Public Employee's Medical and Hospital Care Act ("PEMHCA") which is \$133.00 per month in 2018 and changes from time to time pursuant to the Government Code.
- B. Dental Insurance. Dental insurance benefits shall be provided to employees and their dependents at the CITY cost.
- C. Long Term Disability Insurance. The CITY shall provide a long-term disability policy for all represented employees, the cost of which shall not exceed \$19.50 per month per employee.
- D. Life Insurance. Life insurance benefits of \$20,000 per employee shall be provided at the CITY's cost.
- E. Continuation upon Retirement. Employees hired prior to July 1, 2007 who retires from CITY service shall be eligible for continuation of a medical insurance plan for themselves and their dependents provided under contract to the CITY by the California Public Employees' Retirement System (PERS). The CITY shall pay the premium cost for PERS medical insurance for retirees and their eligible dependents up to a maximum of \$833.43, which include the City's required PEMHCA minimum contribution.

Employees hired on July 1, 2007 or later, who retire from CITY service with a minimum of 10 years of service with the City of Murrieta, the City shall pay the premium cost for PERS medical insurance for retirees and their eligible dependents up to a maximum of \$360.00 per month for medical insurance premiums until the employee is eligible to receive Medicare. Once the employee becomes eligible for Medicare, the City will continue to pay the premium cost for PERS medical insurance for retirees and their eligible dependents up to the City's required PEMHCA minimum contribution.

For those employees hired after July 1, 2007, who retire from City service with less than 10 years of service with the City of Murrieta, the City shall pay the premium cost for PERS medical insurance for retirees and their eligible dependents up to the City's required PEMHCA minimum contribution.

- F. "Cafeteria Plan." The CITY shall provide a "cafeteria plan" benefit for represented employees.

The City shall provide funding for medical and related expenditures as follows: The City of Murrieta is a contracting agency for participation under 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 the 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:

The total monthly contribution shall be one thousand six hundred sixty two dollars and fifty six cents (\$1,662.56) per month as follows:

- a. Up to \$933.43 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 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.

The monthly contribution will be adjusted on January 1, 2022 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 the one January to the next, the City shall continue 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

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

Example 2:

2018 Lowest cost family HMO= \$1,597.97 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= \$1,531.71 per month

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

G. Vision plan. The CITY agrees to put in place a vision plan for all represented employees. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

H. Post-Retirement Medical Savings Plan. The CITY agrees to adopt an IRS approved tax deferred savings plan into which employees may deposit funds via payroll deduction which funds may be used to pay medical expenses incurred after retirement. This plan may take the form of a so-called medical savings account, health savings account a voluntary employee benefit account or a similar plan. Contribution can be made in any amount up to the IRS set limits. Any contributions to established accounts shall be made by the employee and shall be voluntary.

ARTICLE 2.07

DEFERRED COMPENSATION

For those employees participating in a City sponsored deferred compensation program, the City shall contribute a matching amount to the employee's account on a dollar for dollar basis, not to exceed \$1,800.

The City shall only make contributions based on amounts contributed through an employee's last date of employment with the City.

ARTICLE 2.08**EDUCATIONAL INCENTIVE PAY.**

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:

For members employed as of July 1, 2007, the following schedule will apply:

An intermediate POST certificate or accredited associate's degree	\$1.50 per hour
OR BUT NOT	
An advanced POST certificate or accredited bachelor's degree	\$3.00 per hour

To receive payment for an Intermediate POST certificate or AA degree, employees must possess the certificate or degree or be eligible to receive it as of July 1, 2007.

Employees hired after July 1, 2007 will not be eligible to receive payment for an intermediate POST certificate or an accredited associate's degree.

The educational achievement schedule as of July 1, 2007 is as follows:

An Advanced POST certificate	\$3.00 per hour
A Bachelor's Degree from an accredited college or university	\$3.75 per hour
A Master's Degree from an accredited college or university	\$4.50 per hour

Employees shall be entitled payment for only one certificate or degree. Payments will not be cumulative

Educational Incentive Pay will be reported as Educational Incentive pensionable compensation. Actual compensability will be determined by the extent to which such compensation is permitted by law pursuant to Title 2 CCR, Sections 571 and 571.1, and any other applicable provisions of State or federal law.

ARTICLE 2.09**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 shall increase to \$6,900 per employee per fiscal year up to the maximum allowed per employee.

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.

ARTICLE 2.10 RETIREMENT.

There are three (3) retirement tiers under the Public Employees' Retirement System ("CalPERS") for employees subject to this agreement. Tier 1 applies to classic members (i.e., those employees that do not qualify as "new" members under the California Public Employees' Pension Reform Act ("PEPRA") who were hired on or before December 31, 2012. Tier 1 employees shall be eligible for retirement benefits based upon the three

percent at age 50 (3% @ 50) formula, using the average monthly salary earned during the highest 12 consecutive months of employment. Coverage also shall include the 1959 survivor's benefit (fourth level). The CITY also shall pay the Tier 1 employee's CalPERS employee contribution up to nine percent (9%) of covered salary. The employee shall pay the employee's share of the 1959 survivor's benefit coverage.

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, as mandated by PEPRA 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.

EMPLOYEE PAYMENT OF EMPLOYER CONTRIBUTIONS (COST SHARING) BY RESOLUTION.

Tier 1 and Tier 2 classic member 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 amount withheld for their payroll.

SECTION III HOURS

ARTICLE 3.01 ANNUAL LEAVE.

Annual leave is a modified combination of the leave time previously classified as vacation leave and sick leave. This section of the MOU shall replace the previous section pertaining to vacation leave and sick leave, which are now eliminated. As of July 1, 2001 all vacation leave balances for represented employees shall be transferred into annual leave accounts.

- A. All employees covered by the terms and conditions of this Memorandum shall accrue annual leave per the following schedule: POLICE OFFICERS, POLICE DETECTIVE I AND II, AND POLICE CORPORALS

Years of Service	Annual Accrual	Maximum Accrual
1 thru 2 years	152 hours per year (19 days x 8)	544 hours
3 thru 5 years	176 hours per year (22 days x 8)	544 hours
6 thru 9 years	192 hours per year (24 days x 8)	544 hours
10 thru 14 years	232 hours per year (29 days x 8)	544 hours
15+ years	272 hours per year (34 days x 8)	544 hours

POLICE SERGEANTS

Years of Service	Annual Accrual	Maximum Accrual
1 thru 2 years	168 hours per year (21 days x 8)	544 hours
3 thru 5 years	192 hours per year (24 days x 8)	544 hours
6 thru 9 years	216 hours per year (27 days x 8)	544 hours
10 thru 14 years	232 hours per year (29 days x 8)	544 hours
15+ years	272 hours per year (34 days x 8)	544 hours

- B. The maximum amount of scheduled annual leave time that 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.
- C. A minimum of (eighty) 80 hours of annual leave must be used each calendar year by the employee.
- D. 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 forty-four (544) hours.

- E. 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.
- F. 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.
- G. Unused Annual Leave. Any employee who is eligible for annual leave benefits and terminates his or her employment with the CITY will be paid for any unused annual leave hours.
- H. Length of Leave. Use of annual leave in excess of eighty (80) consecutive hours will require the city manager's approval except for usage as qualified sick leave.
- I. 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 where the absence is for one work week or more, the department head, in consultation with the Human Resources Manager, shall 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.
- J. Vacation leave shall be scheduled on a seniority basis, with the most senior members in each represented classification having first preference of dates for leave.
- K. 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 for treatment of a health condition), or preventive care, said leave time shall be taken and paid from accrued Annual Leave and/or the employees 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:

- i. 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).
- ii. 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.

ARTICLE 3.02 SICK LEAVE BANK.

A.

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. Employee 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 CASH OUT.

1. Represented employees shall be eligible on June 30 of every year to cash out unused sick leave in their frozen sick leave 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 0.25
11+	# of excess hours x base hourly rate x 0.50

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

ARTICLE 3.03 HOLIDAY LEAVE.

- A. In lieu of holiday time off, employees will be credited with 144 hours of holiday leave at the beginning of each fiscal year. The hours are considered earned at the time of the following recognized CITY holidays, which holidays shall be equal to twelve hours of paid time off, except where indicated as 6 hours): New Year's Day, Martin Luther King Junior's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day (6 hours), Christmas Day, and New Year's Eve Day (6 hours). An additional twelve (12) hours of holiday leave shall be credited the employee during the pay period following the employee's annual birth date anniversary. In the case of new employees, the employee shall be credited with twelve hours of holiday leave for each of the recognized holidays yet to occur during the remainder of the fiscal year in which the employee begins work. Employees separating from the CITY during the year shall have deducted from their final paycheck an amount equal to six hours or twelve hours of pay for any holiday leave they may have already used, but which has yet to be earned (depending on whether it was a six hour or twelve hour holiday). Employees are required to use the leave during the course of the year.
- B. Represented employees who work the holidays listed above shall be paid at the rate of time and one half for those holiday hours actually worked. The time and one half pay shall not apply to the hours worked on the holiday time designated as the employee's birthday.
- C. Earned Holiday Leave shall be exhausted each fiscal year (July 1 through June 30) either through the use of approved time off or hours sold (cash out) on a combination of the two. Each December, represented employees may request a cash out of earned Holiday Leave hours. Such requests shall be submitted in writing to the Finance Department on the prescribed form via the Police Department chain of command. Any Holiday Leave hours remaining following the first pay period each June shall be cashed out in the second pay period in June each year.

ARTICLE 3.04 PERSONAL LEAVE.

- A. Represented employees with the rank of sergeant shall accrue 24 hours of personal leave each year.
- B. Twice yearly (in June and December) represented employees may request a cash out of their Personal Leave accruals. Such requests shall be in writing to the Finance Department via the chain of command.

ARTICLE 3.05 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 with pay. However, if the employee provides documentation that 300 or more miles were traveled on 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.

ARTICLE 3.06 MPOA TIME BANK.

A time leave bank shall be established to be used for Murrieta Police Officers Association (MPOA) business. Each year in the first full pay period of July, the City will deposit 360 hours in the time bank to be used for MPOA business. The use of the time bank shall be approved by the Chief of Police or his/her designee via the Murrieta Police Department normal leave request process. The maximum time bank balance shall be 720 hours. Should the balance exceed 720 hours, the City agrees to meet and confer with the MPOA to discuss payout options.

SECTION IV WORKING CONDITIONS

SUBSECTION A STAFFING

ARTICLE 4.01 PROBATIONARY PERIOD.

All post academy graduate employees appointed to a position represented by the Association shall serve a twelve (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 professional appointment, but shall date from the time of appointment to a regular position. Entry level employees that have not completed a recognized California P.O.S.T. law enforcement academy shall be on probation while attending the law enforcement academy and shall serve a twelve (12) month probationary period upon completion of the academy. 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. Employees promoted to Police Corporal, Detective I or Police Sergeant shall serve a probationary period of twelve (12) months. Employees promoted to Detective II shall serve a probationary period of six (6) months.

A promotional probationary employee who is subject to discipline as defined by the CITY's rules and regulations shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. However, "rejection" from a probationary promotional position for other than commission of acts of misconduct as defined by the CITY's rules (for example, for failing to meet performance standard) is not contestable disciplinary action and is not subject to challenge/appeal or any other challenge.

The Chief of Police reserves the right to extend the probationary period based on the performance of the essential functions of his/her position.

ARTICLE 4.02 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.

ARTICLE 4.03 PROMOTIONS.

In order to be eligible to apply for a promotional opportunity, represented employees must meet all of the minimum eligibility requirements of the promotional position, must have at least five (5) years of service as a sworn police officer position in law enforcement AND must have successfully completed the probationary period in their current position as of the date of their application. These requirements may be suspended in the event of an emergency or when there is a lack of at least three eligible candidates.

ARTICLE 4.04 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.

ARTICLE 4.05 DEPLOYMENT OF RESERVE POLICE OFFICERS.

It is not the intent of the CITY to replace full time sworn police officers with reserve police officers for the purpose of maintaining minimum patrol staffing requirements as adopted by the police department. Reserve police officers will be used to supplement full time officers, not to displace them. Reserve police officers however, may be deployed in times of an emergency or when supervisors are unable to find a sufficient number of full time police officers to meet staffing requirements.

SUBSECTION B WORKING CONDITIONS

ARTICLE 4.06 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.

ARTICLE 4.07 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.

ARTICLE 4.08 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.

ARTICLE 4.09 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.
- 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 chief of police 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 chief of police, 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.

ARTICLE 4.10 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, chief of police, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.
- D. **Personnel Record:** No officer shall have any comment adverse to his/her interest entered in their official personnel file, without the officer 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 officer refuses to sign it, that fact shall be noted on that document, and signed or initialed by the officer 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.
- 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 or repeated, and lesser penalties are inadequate or have proved ineffective, the chief of police 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 chief of police 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 chief of police. 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 chief of police 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 chief of police may grant an extension of the response period if the employee can demonstrate the need. Should an employee respond, the chief of police shall consider the response in reaching a decision or a 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 chief of police. 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. Chief of Police Response. The chief of police 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.
- 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 Hearing. Upon receipt of a timely letter of appeal, the city manager shall set a time for a hearing. The hearing shall be held within 30 calendar days after receipt of the appeal letter. The city manager shall give not less than seven calendar day's written notice to the affected employee, and any such person requesting same, of the time and place of such hearing. The hearing may be open to the public or closed at the employee's option. The appealing employee may appear personally and represent himself/herself or be represented by another of the employee's choosing.
1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the city manager, in his or her discretion and for good cause, otherwise directs.
 2. No photography, still or motion shall be taken in the hearing room during the hearing.
 3. The city manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 4. The city manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The police department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The affected employee may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the employee's behalf. The department's representative may cross-examine any witness called by the employee. Both the department and the appellant may

present rebuttal evidence. The department may then make a closing statement, followed by the employee's.

5. The City Manager shall not be bound by technical rules of evidence.
 6. The City Manager may, at the manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the employee.
 7. The employee shall be entitled to copies of any relevant material used in the disciplinary decision making process.
- S. Findings and Decisions. The city manager shall, within 14 calendar days after the conclusion of the hearing, cause findings and a decision to be prepared in writing. The city manager shall determine whether the proposed action of the chief of police 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 chief of police'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. The decision shall indicate the effective date of any discipline imposed.
- T. Employee Status During Pre-disciplinary 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 CITY property or may be detrimental to the interests of the CITY or injurious to the employee, fellow employees or the public, the chief of police 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. 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.

ARTICLE 4.11 CPOA MEMBERSHIP.

For represented employees with the rank of sergeant the CITY shall pay the annual membership fee in the California Police Officer's Association (CPOA).

MURRIETA POLICE OFFICERS' ASSOCIATION



Derek Huss, President

August 18, 2021

DATE

CITY OF MURRIETA



Kim Summers, City Manager

August 18, 2021

DATE