Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amario, City Treasurer

City of Sierra Madre
Agenda Report

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager

INITIATED BY: Miguel Hernandez, Human Resources Analyst

REVIEWED BY: Elisa C. Cox, Assistant City Manager

DATE: June 14, 2016

SUBJECT: **Resolution 16-40 Adopting the Memorandum of Understanding between the City of Sierra Madre and Police Officers Association and adopting the Amended Classification Plan and Salary Matrix**
Resolution 16-38 Eliminating the Percentage Paid by the Employer of the Employees' Contribution to the California Public Employees Retirement System for Full-time Safety Employees represented by the Police Association
Resolution 16-39 Eliminating the Percentage Paid by the Employer of the Employees' Contribution to the California Public Employees Retirement System for Full-time Miscellaneous Employees represented by the Police Association

---

SUMMARY
Staff is seeking Council approval on resolution 16-40 adopting the Police Officers Association Memorandum of Understanding (MOU) and approving the amended Classification Plan and Salary Matrix in order to implement the negotiated cost of living adjustments. Furthermore, staff is seeking the City Council's approval of resolutions 16-38 and 16-39 to implement the increases to the employees' contributions and eliminating the percentage paid by the employer to the California Public Employees Retirement System (CalPERS).

ANALYSIS
The City's contract with the employees represented by the Police Officers Association expired on June 30, 2015. Over the past months the City's Negotiating Team has served as the intermediary between the City Council and the POA for a new comprehensive MOU concerning terms and conditions of employment for the City employees represented by the Police Officers Association. The following items were agreed upon by both parties:

1. Two year contract in which there will be a cost of living increase upon ratification and again July 1, 2017;
2. Changing the six-step meritorious program to a five step program;
3. Eliminating the percentage paid by the employer (City) of the Employees' contribution to the California Employees Retirement System in exchange for an increase in salary of an equal percentage;
4. Pro-rated Holiday Leave;
5. Limiting training stipends for employees training a probationary employee to those who train for 36 hours or more.

The new MOU provides for a 6% salary increase effective July 12, 2016. Beginning July 1, 2016, Police Association members will increase their individual contributions to their pensions with CalPERS so that each member is paying the full employee share of his/her pension; in exchange, the City will provide an equal percentage (5% for non-sworn and 4% for sworn employees) salary increase. Moreover, effective July 1, 2017, Police Association members will receive an additional 6% salary increase.

Resolutions 16-38 and 16-39 will amend the City's practice of paying 4% for sworn and 5% for non-sworn Police Association members. In doing so, this will eliminate the City's contribution towards the employees' share of California Public Employees Retirement System. This resolution would require that full-time Police Association members contribute the full 9% for sworn and the full 8% for non-sworn of the employees' salary towards their pensions beginning with Fiscal Year 2016-2017 resulting in the City no longer reporting EPMC for any employee represented by the Police Association.

FINANCIAL REVIEW

The new MOU is expected to increase the Police Department by $227,500 over the next two fiscal years. Specifically, an increase of $7,500 is expected in Fiscal Year 2015-2016, $90,000 in Fiscal Year 2016-2017, and $130,000 in Fiscal Year 2017-2018.

LEGAL REVIEW

The Memorandum of Understanding has been reviewed by the City's employment and labor relations attorney and has been approved as to form.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and the Sierra Madre Public Library and on the City's website at www.cityofsierramadre.com.

ALTERNATIVES

1. The City Council may adopt Resolutions 16-38, 16-39, and 16-40 Adopting the Memorandum of Understanding between the City of Sierra Madre and the Police Officers Association, approving the amended Classification Plan and Salary Matrix, and to approve the Percentage paid by the Employer of the Employees'

Contribution to CalPERS for full-time employees represented by the Police Association

2. City Council may choose to deny the resolutions and provide alternate direction to staff.
3. The City Council may ask additional information.

STAFF RECOMMENDATION

Staff recommends the City Council approve Resolution 16-40 Adopting the Memorandum of Understanding between the City of Sierra Madre and the Police Officers Association and the amending the Classification Plan and Salary Matrix; Resolution 16-38 and 16-39 Amending the Percentage paid by the Employer of the Employees' Contribution to CalPERS for full-time employees represented by the Police Association.

Attachments (3):

1. Resolution 16-40 Adopting the Memorandum of Understanding between the City of Sierra Madre and Police Officers Association City of Sierra Madre and amending the Classification Plan and Salary Matrix.
2. Resolution 16-38 Eliminating the Percentage Paid by the Employer of the Employees' Contribution to the California Public Employees Retirement System for Full-time Safety Employees represented by the Police Association.
3. Resolution 16-39 and Eliminating the Percentage Paid by the Employer of the Employees' Contribution to the California Public Employees Retirement System for Full-time Miscellaneous Employees represented by the Police Association.

ATTACHMENT

RESOLUTION NO. 16-40

ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SIERRA MADRE AND POLICE OFFICERS ASSOCIATION AND AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX TO REFLECT CHANGES IN THE POLICE ASSOCIATION SALARY SCHEDULE

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Police Association; and

WHEREAS, the City Council recognizes the Sierra Madre Police Association under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

WHEREAS, the City Council negotiated a memorandum of understanding (MOU) with the Association for all covered employees.

WHEREAS, the City Council is authorizing changing the Police Association salary schedule in the Classification Plan and Salary Matrix.

WHEREAS, in the amended Classification Plan and Salary Matrix, the information contained within the plan in regards to duties, responsibilities, training and experience for all other positions remains status quo; and

WHEREAS, in the amended Classification Plan and Salary Matrix, the salary information contained within the plan for all other positions remains status quo;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Sierra Madre approves the June 12, 2016 – June 30, 2018 MOU with the Police Association as presented in Exhibit A.

Section 2. The City of Sierra Madre amends the salary matrix as presented in Exhibit B.

Section 3. Effective Date. This Resolution shall go into effect June 12, 2016.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

_____

Gene Goss, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 14th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Melinda Carrillo, City Clerk
City of Sierra Madre, California

CITY OF SIERRA MADRE

Memorandum of Understanding

Sierra Madre Police Association

June 12, 2016 – June 30, 2018

TABLE OF CONTENTS

Article 1 PREAMBLE 3
Article 2 PERSONNEL RULES AND REGULATIONS 3
Article 3 IMPLEMENTATION 3
Article 4 RECOGNITION 3
Article 5 MANAGEMENT RIGHTS 3
Article 6 EMPLOYEE RIGHTS 4
Article 7 ASSOCIATION RIGHTS 4
Section 1 Recognition 4
Section 2 Dues 4
Section 3 Bulletin Board 4
Section 4 Association Member's Representative 5
Section 5 Representing the Association 5
Section 6 Chief Selection Process 5
Article 8 PUBLIC EMPLOYEES RETIREMENT SYSTEM 5
Section 1 CalPERS Membership 5
Section 2 City Payment of Employee Contribution for CalPERS Retirement 6
Section 3 Salary Subject to PERS 6
Section 4 City Payment of Employer Contribution for CalPERS Retirement 6
Section 5 The California Public Employees' Pension Reform Act of 2013 (PEPRA) 6
Article 9 INSURANCE 6
Section 1 Employee Insurance 6
Section 2 Medical Stipend 7
Section 3 Retiree Medical Insurance 7
Article 10. EDUCATIONAL PROGRAM / TUITION REIMBURSEMENT PROGRAM 8
Section 1. Eligibility 8
Section 2. Impact of Resignation upon Restitution to the City of Funds Distributed 9
Article 11 UNIFORMS AND SAFETY EQUIPMENT 10
Section 1 Uniform Stipend 10
Section 2 New Hires 10
Section 3 Safety Equipment 10
Article 12 PROBATIONARY PERIOD 10
Article 13 SENIORITY 10
Article 14 SHIFTS 11
Section 1 Shift Assignments 11
Section 2 Exchange of Days Off 11
Section 3 Work Day 12
Section 4 Work Period 12
Section 5 Pay Period 12
Article 15 SALARY ADJUSTMENTS 12
Article 16 OVERTIME 12
Section 1 Sworn Officers 13
Section 2 Non-sworn Employees 13
Section 3 Compensatory Time 13
Article 17 ADDITIONAL COMPENSATION 13
Section 1 Signing Bonus / Finder's Fee 13
Section 2 Special Security Detail 14
Section 3 On-Call / Standby Compensation 14
Section 4 Criminal Court Compensation 14
Section 5 Administrative and Job Related Civil Appearance 15
Section 6 Training Compensation and Reimbursement 15
Section 7 Training Officer 15
Section 8 Detective and Traffic Bureau 15
Section 9 POST Stipends 16

Article 18 **SICK LEAVE** **16**
Section 1. Sick Leave Use 16
Section 2. Sick Leave Accrual 17
Article 19 **VACATION LEAVE** **17**
Section 1 Vacation Accrual 17
Section 2 Accumulated Vacation 18
Article 20 **HOLIDAY LEAVE** **18**
Article 21 **JURY LEAVE AND COURT APPEARANCES** **19**
Article 22 **LIGHT DUTY** **19**
Article 23 **OUTSIDE EMPLOYMENT** **19**
Article 24 **DISCIPLINE** **20**
Section 1 Disciplinary Action 20
Section 2 Cause for Disciplinary Action 20
Section 3 Imposition of Disciplinary Action 20
Section 4 Appeals 21
Section 5 Hearing Procedure 21
Article 25 **ADMINISTRATIVE APPEAL PROCEDURE** **22**
Section 1 Right to Administrative Appeal 22
Section 2 Notice of Appeal 22
Section 3 Hearing Officer 23
Section 4 Burden of Proof/Persuasion 23
Section 5 Conduct of Hearing 23
Section 6 Recording of the Hearing 23
Section 7 Representation 23
Section 8 Decision 24
Article 26 **GRIEVANCE PROCEDURE** **24**
Section 1 Purpose 24
Section 2 Individual Petition Procedure 24
Section 3 Association Petition Procedure 25
Article 27 **AGREEMENT, MODIFICATION, WAIVER** **25**
Article 28 **PROVISIONS OF LAW** **25**
Article 29 **EFFECT** **26**

Article 1 PREAMBLE

It is the intent and purpose of this Agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between the employees of the Police Department represented by the Sierra Madre Police Association ("Association") and the City of Sierra Madre ("City"), in accordance with California Government Code section 3500, et seq. and Chapter 2.48 of the Sierra Madre Municipal Code. The term of this Agreement is from June 12, 2016 through June 30, 2018.

Article 2 PERSONNEL RULES AND REGULATIONS

This document is intended to be used in conjunction with the City of Sierra Madre Personnel Rules and Regulations. The Personnel Rules and Regulations address items including, but not limited to, employee evaluations, personnel files and computer loan program. Current Rules and Regulations of the City that do not deal with matters covered by this agreement shall remain in full force and effect.

Article 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until the City Council acts, by a majority vote, formally to approve and adopt said Agreement.

Article 4 RECOGNITION

The City recognizes the Association as the Recognized Employees' Organization for all classified employees of the Sierra Madre Police Department except the Chief of Police, any Captain(s), and any Lieutenant(s), in accordance with Section 2.48.040 of the Sierra Madre Municipal Code.

Article 5 MANAGEMENT RIGHTS

The rights of the City include and are not limited to all rights provided under State law, and the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and levels 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; determine style and/or types of City-issued wearing apparel, equipment or technology used; establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City; establish and change work schedules and assignments as necessary; and exercise complete discretion over its organization and the technology of performing its work. The City may exercise its management rights without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact of the exercise of such rights, unless the matter of the exercise of

such rights is provided for in this Memorandum of Understanding, the Personnel Rules and Regulations or Municipal Code. By agreeing to meet and confer as to the impact of any of the City's rights, management's discretion in the exercise of these rights shall not be diminished.

Article 6 EMPLOYEE RIGHTS

Each employee shall have the following rights which he/she may exercise in accordance with all applicable laws, ordinances, rules and regulations, and provisions of this Memorandum of Understanding:

- The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, and the right to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employee organizations through the regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal for membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- The right to represent himself/herself individually in his/her employee relations with the City.
- The right to review his/her personnel files by making a request in writing to the Personnel Officer or the Chief of Police.
- The right to have citizen initiated formal personnel complaints removed after five years, non-sustained non-citizen complaints removed after two years, and Employee Performance Reviews (EPR) removed with each annual evaluation.

Article 7 ASSOCIATION RIGHTS

Section 1 Recognition

The City recognizes the right of the Association to govern its internal affairs.

Section 2 Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee on a bi-weekly payroll basis and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3 Bulletin Board

The Association shall have sole and exclusive use of specific bulletin board space. Such space shall be clearly marked and identified as such, approximately three feet by four feet in dimension and located in the Police Department. The Chief of Police shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of

Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall be for legitimate communications with its members. Said posting shall not be offensive to good taste, defamatory, involve support or opposition to candidates for political office within City government, or violate City policies regarding harassment, discrimination or retaliation. The Chief of Police or his/her designee shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the bulletin board space in an orderly condition and shall promptly remove outdated materials. No other space in the Police Station is authorized for use by the PA.

Section 4 Association Member's Representative

An employee shall be allowed to designate a representative to assist said employee in: preparing and presenting grievances, preparing and processing material for disciplinary hearing, and preparing and presenting material for any legitimate employer-employee relations which representation is granted pursuant to existing law. This representative may be a member of the association as long as the representative is not potentially involved in the matter.

Section 5 Representing the Association

Subject to the needs of the Department and the approval of the Chief of Police, a designated employee representative of the association shall be allowed: 1) reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearings on behalf of an affected employee if said employee requests said assistance, and 2) to meet with City management representative relative to matters of employer-employee relations.

Section 6 Chief Selection Process

During any selection process for hiring a Chief of Police, the PA Board will meet with the City Manager prior to the City Manager's interview with prospective candidate(s) to give input regarding what the PA would like to see in a new Chief.

Article 8 PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the most recent amendment to the contract between the Board of Administration of CalPERS and the City Council.

This memorandum of understanding provides for military buy-back and/or sick leave conversion options: Employees who have been temporarily relieved from their assignment to serve in the U.S. military may elect to buy back, at a 1:1 ratio, their military service time in exchange for PERS service credit. The cost of such a transaction shall be borne entirely by the employee. PERS members may purchase up to four years of service credit for any continuous active military or merchant marine service. The member must contribute an amount equal to the contribution for current and prior service that the employee and the employer would have made with respect to

that period of service. Should changes in state law disallow military buy-back and/or sick leave conversion options, such benefits will cease to be offered.

Section 2 City Payment of Employee Contribution for CalPERS Retirement

From June 12, 2016 – June 30, 2016, the City shall continue to pay four percent of the Employer Paid Member Contribution (EPMC) for safety employees and five percent of the EPMC for non-safety employees. Beginning July 1, 2016, the City will no longer pay any portion of the Member Contribution; each employee will be responsible for paying the full employee portion, which is 9% for safety employees and 8% for miscellaneous employees.

Section 3 Salary Subject to PERS

The City will include the EPMC as "salary subject to PERS" through June 30, 2016. The City will follow "CalPERS Public Agency & Schools Procedures Manual" as it pertains to "reportable and unreportable wages". Total hours reported will not exceed 160 in a 28 day FLSA work period.

Section 4 City Payment of Employer Contribution for CalPERS Retirement

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by this Memorandum of Understanding. For classic members as defined in Section 5 of this Article, the retirement benefit is the 3% at 55 for safety employees; 2.5% at 55 for miscellaneous employees. For new members, as defined in Section 5 of this Article, the retirement benefit is 2.7% at 57 for safety employees and 2% @ 62 for miscellaneous employees.

Section 5 The California Public Employees' Pension Reform Act of 2013 (PEPRA)

All provisions of PEPRA will be applied to applicable employees. Employees who join CalPERS on or after January 1, 2013 will have an alternate retirement benefit level of 2.7% at 57 for the safety employees and 2% at 62 for miscellaneous employees. New CalPERS members must pay at least 50% of "normal cost" as determined by CalPERS. New members are not eligible for EPMC. Final compensation for new CalPERS members will be determined by the highest 36 consecutive month period.

Article 9 INSURANCE

Section 1 Employee Insurance

The City shall maintain the following overall level of insurance benefits for each employee covered by this Memorandum of Understanding. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

Insurance Benefits offered by the City include:

- Health Insurance
- Dental Insurance
- Life and Accidental Death Insurance (for the employee only)
- Vision Insurance

The City has participated in the CalPERS medical program since 1999 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2016, the City will contribute $125 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.

The City will contribute an amount over its contribution under PEMHCA (which is $125 per month for the calendar year beginning January 2016). The total contribution, including the City's contribution under PEMHCA, shall be up to $650 per month for health, dental and vision insurance coverage, plus 25% of premiums in excess of $650 per month, through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee. In addition, the City provides a Flexible Spending Plan to allow employees to contribute to their health, dental and vision insurance coverage on a pre-tax basis.

The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre. Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this Agreement, provided that the benefits to employees shall be not less than those in existence as of implementation of this Agreement. All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement or other COBRA defined event.

Section 2 Medical Stipend

An employees who elects not to purchase medical, dental, and vision insurance through the City's plan and provides proof of coverage by another group insurance plan, will receive a medical stipend of $325 per month. The medical stipend will not be provided for and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange.

Section 3 Retiree Medical Insurance

The City has participated in the CalPERS medical program since 1999 for association members. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based this Memorandum of Understanding beyond those required under PEMHCA. The following is a summary of these benefits:

All association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an unequal amount to the active employees, for 2016 this amount is $106.25.

In addition to the benefits described above, the City also provides the following monthly subsidy, toward retiree (single coverage) medical premiums until the retiree reaches age 65:

For employees hired after December 21, 2011, upon retirement from the City and with an application approved by PERS for retirement benefits, an employee will be extended "employee only" health insurance coverage for the lowest cost plan available from the City at the time of retirement until age 65. An employee must be a minimum of age 60 on the effective date of retirement and have worked 30 years of full-time service with the City to be eligible for this coverage.

For employees hired prior December 21, 2011, upon retirement from the City and with an application approved by PERS for retirement benefits, employee only health insurance coverage will be extended for the lowest cost plan available through the PERS Health Program upon retirement to age 65, based on the vesting level the employee has reached. All other insurance coverage (vision, dental, life) terminate upon retirement and are subject to COBRA. Partial vesting shall be accrued at 5% per full year of service. Employees are subject to the CalPERS vesting schedule described in the table below, which establishes specific percentages of employer contributions based on an employee's credited years of service.

Credited Years of Service	Percentages of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

Article 10. EDUCATIONAL PROGRAM / TUITION REIMBURSEMENT PROGRAM

The Tuition Reimbursement Program is intended to encourage permanent and full-time employees in good standing to enroll in college level undergraduate, graduate, and post-graduate courses and/or study majors that bear a reasonable and rational relationship to the job classification held by the employee at the time of such enrollment. Subject to the approval of the Personnel Officer, this program may be utilized to earn certifications related to an employee's current position.

Section 1. Eligibility

Permanent and full-time employees shall be considered eligible to participate in this program after completing 18 months of satisfactory City service.

Additional requirements for participation in the Tuition Reimbursement Program are as follows:

- No employee shall receive greater than $10,000 of tuition reimbursement during his/her cumulative term of employment with the City.

- Tuition shall be reimbursed in an amount not to exceed the per unit tuition charged by the California State University system for classes comparable in content to that in which the employee has enrolled or intends to enroll. If the California State University system does not offer a comparable class, then the Personnel Officer shall make the final determination as to whether reimbursement shall be provided. In no case shall reimbursement exceed the per unit California State University system tuition fee.

- The precise amount of tuition reimbursement shall be based upon all criteria stated herein, including the grade received by the employee in the class(es) for which reimbursement is sought. If an employee receives a grade of "B" or higher (or its numerical equivalent), then the employee shall be eligible for 100% tuition reimbursement as described above. If the employee receives a grade of "C" (or its numerical equivalent), then the employee shall be eligible for 50% tuition reimbursement as described herein. Courses in which the employee/student receives a grade lower than a "C" (or its numerical equivalent) will not be reimbursed.

- Tuition reimbursement shall not be advanced and is contingent upon the employee's submission to the Personnel Officer of official college transcripts or comparable documentation indicative of the employee's grade(s).

- An employee seeking tuition reimbursement for eligible class(es) shall submit the official transcript documentation to the Personnel Officer in conjunction with a City provided form for said use. The Personnel Officer shall conduct any necessary investigation to verify the employee's eligibility for the tuition reimbursement. The decision of the Personnel Officer shall be final and binding and shall not be subject to administrative or judicial appeal.

Section 2. Impact of Resignation upon Restitution to the City of Funds Distributed Pursuant to the Tuition Reimbursement Program

In the event that an employee's resignation from City service is tendered one year or less from the date that tuition reimbursement is approved by the City Manager, then the employee agrees by participation in the tuition reimbursement program to fully reimburse the City for said amount no later than 90 calendar days after the effective date of the employee's resignation or termination. Upon the employee's request, this amount can be deducted from the employee's final paycheck. If the City commences litigation to recover said monies, then the employee agrees that any judgment for the amount to be reimbursed shall also include attorney's fees and costs expended by the City in said litigation.

Article 11 UNIFORMS AND SAFETY EQUIPMENT

Section 1 Uniform Stipend

Each employee is responsible for purchasing his or her own uniforms. Each employee will receive a uniform stipend of $55 on the 28th day of the work period.

Section 2 New Hires

At the time of hire, new employees on the department will receive:

- 1 Long Sleeve Shirt
- 2 Short Sleeve Shirts
- 2 Pair of Trousers
- 1 Uniform Basket weave belt
- 1 Name Tag
- 1 Field Jacket

Shoes shall be purchased at the employees' expense.

New employees will not receive a uniform stipend until after he/she has completed probation.

Section 3 Safety Equipment

The City will provide job related safety equipment which may include: protective vest, duty belts, weapon, handcuffs, pepper spray, and baton.

Article 12 PROBATIONARY PERIOD

The probationary test period for all personnel hired in an entry level position shall be 18 months. Additionally, the probationary test period for promotional positions shall be 12 months. Further, the probationary test period for all lateral entry sworn personnel in any classification shall be 12 months.

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically be extended by a number of days equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services. The probationary period may be extended by up to six months for any reason at the discretion of the Chief of Police. The exercise of such discretion is not subject to administrative or judicial appeal. Although the probationary period may be extended, the employee's anniversary date will remain the same.

Article 13 SENIORITY

Seniority shall be based on the length of time of uninterrupted service of an employee in the classified service of the City.

Article 14 SHIFTS

The Police Department's normally assigned shifts for uniform patrol and desk duty begin at 0600 hours and at 1800 hours daily.

Patrol officers shall work three 12.50 hour shifts per workweek, plus one 10 hour payback shift during each 28 day work period cycle. If an officer is held over scheduled time, he/she will continue to work at straight time until he/she reaches 171 hours in a 28 day work period cycle.

The City has allocated $30,000 from the time of adoption until June 30, 2015 for payment of time and a half overtime to an officer who is held over to cover another employee because the employee has called in sick. Therefore, if an officer is held over to cover another employee because the employee has called in sick, the held over officer shall receive time and a half his/her base pay for time worked related to the hold over even if the officer has worked less than 171 hours in a 28 day work period, so long as the City has not expended $30,000 in paid overtime related to this form of overtime work. Once this $30,000 allocation is exhausted, if an officer is held over to cover another employee because the employee has called in sick, the held over officer shall receive straight time pay until the officer reaches 171 hours in the 28 day work period.

Employees assigned to the Dispatch, Traffic, Detective Bureau, and Administration shall work 40 hours per a week as assigned.

Personnel reporting after the designated time or leaving prior to the designated end of shift without authorization shall be considered tardy and absent without leave. Reasonable efforts shall be made to have on-duty personnel relieved on time without inconvenience or delay in service to the community.

Section 1 Shift Assignments

A shift shall be defined as the working hours during a day shift assignment, an overlap assignment or a night shift assignment. No employee shall be authorized to remain on the same shift for a period exceeding one year, with the following exceptions.

- Administration or Administrative Assistants
- Employees assigned to a Specialized Assignment
- Approval by the Chief of Police

Employees who move to a new shift will normally stay on that shift for a minimum of six months, but no longer than twelve months.

Section 2 Exchange of Days Off

An exchange of days off shall be defined as a "day trade." Requests for a day trade shall be made on a Department approved "day trade form" and shall be submitted at least 10 calendar days in advance of the day trade, unless otherwise agreed to by the Chief of Police or designee. Day trades must be done within the 28 day work period in which the requesting employee needs the

day off. All non-overtime hours worked during exchanged days off shall be paid at the employee's base rate.

Section 3 Work Day

A work day shall include "roll call," two 15 minute rest periods and one 30 minute meal break; all on a paid status, but subject to recall.

Section 4 Work Period

For sworn officers, a work period shall constitute 28 calendar days per the 7(k) exemption of the Fair Labor Standards Act. For non-sworn employees the work period shall constitute seven calendar days.

Section 5 Pay Period

A pay period shall constitute 14 calendar days. There is no minimum hours for each pay period; the City will report 160 hours of base pay worked to CalPERS each 28-day period unless the employee was absent without pay at any time during the work period.

Article 15 SALARY ADJUSTMENTS

The six-step meritorious program will be changed to a five-step program, with step 1 of the pay scale in place on June 11, 2016 being eliminated. Those employees at step 6 will keep the pay rate of step 6, but will be at step 5 on June 12, 2016; those in step 5 on June 11, 2016 will be in step 4 on June 12, 2016 and so on and so forth.

Upon ratification of this agreement, Police Association members will receive a 6% salary increase effective June 12, 2016.

Beginning July 1, 2016, association members will receive a salary increase of 4% for safety employees and 5% for miscellaneous employees, in exchange for employees paying the entire employee portion of the CalPERS retirement.

Effective July 1, 2017, Police Association members will receive a 6% salary increase.

Article 16 OVERTIME

Overtime shall be paid in accordance with the Federal Fair Labor Standards Act ("Act") and specifically in accordance with the partial overtime exemption of Section 7(k) of the Act. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to the following:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave

- Worker's Compensation Leave
- 4850 Time
- Jury Duty
- Bereavement Leave
- Military Leave

Section 1 Sworn Officers

Overtime will be paid at a rate of one and one half after an employee has worked 171 hours in a 28 day work period. In addition to the minimum overtime requirements of the Act and other applicable laws, all unscheduled overtime shall be paid at the employee's base rate multiplied by one and one-half when a shift is assigned and worked without 48-hours' notice.

Section 2 Non-sworn Employees

Overtime will be paid at a rate of one and one half after an employee has worked 40 hours in a seven day work period. In addition to the minimum overtime requirements of the Act and other applicable laws, all unscheduled overtime shall be paid at the employee's base rate multiplied by one and one-half when a shift is assigned and worked without 48-hours' notice.

Section 3 Compensatory Time

Any employee working overtime may designate either payment or "credit" to the employee's Compensatory Time Account. The "Compensatory Time Account" for any employee shall be limited to 200 hours. An employee shall notify the Department at least seven calendar days prior to taking time off credited to "Comp Time," except that pursuant to current practice, when a position is already staffed and does not require coverage by another employee working overtime, the seven calendar days' notice shall not apply.

City-wide emergencies, special events, movie details, bicycle patrol and special details are cash payment only assignments and are not eligible for compensation time account credits.

Article 17 ADDITIONAL COMPENSATION

Section 1 Signing Bonus / Finder's Fee

In order to improve the City's ability to recruit sworn officers, a $5,000 signing bonus and a $1,000 finder fee has been implemented. One half of the $5,000 signing bonus will be paid to a new sworn officer on her/her first day of work and the other half will be paid to them when the successfully complete probation. If a sworn officer leaves prior to serving the City for three years, the second half of the signing bonus will be returned to the City. Further, $1,000 would be available to any city employee who is identified on the employment application as referring the newly hired police officer to the City. One half of the $1,000 finder's fee will be paid to the individual on the day the new police officer is hired and the other half will be paid to them when the officer successfully completes probation. If two or more employees are identified as referring a new police officer, the stipend will be split accordingly.

Section 2 Special Security Detail

Employees covered under this Memorandum of Understanding electing to serve special security detail for movies and other special security detail for non-City events must be trained in traffic control regulations. Compensation will be at time and a half the employee's base pay. This time is not counted as "time worked" towards an employee's FLSA overtime. Payment for special security details are not eligible for Compensatory Time "credit" and must be taken as a cash payment.

This provision shall not apply towards any special security detail performed as a part of a City sponsored event. Current City events are subject to change, but currently include the Mount Wilson Trail Race, Halloween, and 4th of July. Whether an event is City or non-City sponsored will be designated on the schedule. Special security detail performed as part of a City event will be counted towards an employee's FLSA overtime and overtime will be compensated after an employee has worked 171 hours in the work period.

Eligibility and assignment for special security detail shall be determined by the Chief of Police or designee.

Section 3 On-Call / Standby Compensation

Pursuant to operational needs, any employee who is on "stand-by" shall receive $50 for each 24 hour period. Standby duty requires that the employee:

- Be ready to respond immediately to calls for service;
- Be reachable by telephone, pager, or police radio;
- Be enroute to work as soon as possible, but no longer than 30 minutes after receiving call;
- Refrain from intoxicants or other activities which might impair the ability of the officer to perform the assigned duties.

An employee trained in other operational duties may be placed on "stand by" for another capacity other than his/her regular duties.

Failure to be reachable by telephone, pager, and/or police radio and/or to report for duty when on call will result in forfeiture of the $50 stipend.

Section 4 Criminal Court Compensation

The minimum pay for DMV, traffic related and criminal court appearances shall be two hours at time and a half of the employee's base pay. If said employee's court appearance is for more than two hours, said employee shall be paid for all hours in conjunction with said court appearance at time and a half of the employee's base pay.

Employees will be paid beginning with the time to appear listed on the subpoena. Employees shall have the court clerk time stamp the subpoena upon completion of the court appearance, signifying the end of the employee's court time. Additional preparation time must be pre-approved by the Chief or his/her designee.

The watch commander is required to contact the handling attorney 24 hours or the business day prior to the date of the scheduled court appearance to verify the necessity to appear. Said employee, if excused from appearance, must be notified by the end of the business day prior to the court appearance, otherwise the employee is entitled to the minimum court appearance pay. Court standby will continue to be two hours for each session (morning and afternoon). It is the responsibility of the officer to determine if afternoon on-call is required.

Each employee shall be entitled to a maximum of two hours of base pay at time and a half for "on-call" status per each day regardless of the number of subpoenas.

Section 5 Administrative and Job Related Civil Appearance

Employees who are required to participate in administrative and job related civil appearances will be paid straight time for time served. Time will be counted towards FLSA overtime.

Section 6 Training Compensation and Reimbursement

When City employees must travel for training during the day, a City vehicle, if available, should be used. If a City vehicle is not available, the City will reimburse the employee for business use of a personal vehicle at the IRS established rate (revised periodically) in effect on the day of travel. This reimbursement is calculated from the Police Station to the training location and subject to the Vehicle Usage Policy. No meal reimbursement will be provided for day travel should an employee travel outside the City during a regularly scheduled meal break. If any employee is scheduled for less than eight hours on a scheduled work day, the employee must report back to work upon completion of the training. Any training scheduled for eight or more hours on an employee's regularly scheduled work day will be considered the employee's regular work day.

Overnight travel must comply with the policies outlined in the Personnel Rules and Regulations.

Section 7 Training Officer

Employees who engage in training a probationary employee will receive a $275 stipend on the 28th day of the work period provided they are actively training such new employee during that work period, and provided the employee has trained the probationary employee for a minimum of 36 hours during the work period. A "Request for Training Compensation" form must be completed each period to receive compensation. This special assignment is subject to testing per the Personnel Rules and Regulations.

Section 8 Detective and Traffic Bureau

A sworn officer assigned to either the Detective or Traffic Bureau will receive a $275 stipend on the 28th day of the work period. The stipend may be prorated depending on number of day assigned to the bureau. This special assignment is subject to testing per the Personnel Rules and Regulations and holds a term of two years with up to two six month extensions at the discretion of the Chief of Police.

Section 9 POST Stipends

POST Stipends will be paid on the 28th day of the work period.

- Intermediate POST Certificate: Any officer who has an Intermediate POST Certificate shall receive an additional 5% pay over said officer's base salary.

- Advanced POST Certificate: Any officer who has an Advanced POST Certificate shall receive an additional 10% pay over said officer's base salary. This may not be combined with any other POST Stipend.

- Supervisory POST Certificate: Any sergeant who has a Supervisory POST Certificate shall receive an additional 15% pay over said sergeant's base salary. This may not be combined with any other POST Stipend.

Article 18 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee's immediate family requiring the employee's attendance and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's spouse or domestic partner, children, step-children, the employee's, the spouse's or the domestic partner's mother, father, brother, sister, grandchildren or grandparents or other members of the employee's family residing in the employee's home or other member of the employee's family primarily dependent upon the employee.

Section 1. Sick Leave Use

An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise required by law. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour after the time established at the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposefully self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to any employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

Section 2. Sick Leave Accrual

Employees shall accrue 3.69 hours of sick leave per pay period for a total of 96 hours per year. Accrual shall occur on a daily basis. No accrual shall take place for any day in which the employee has performed less than a full day of service.

Sick leave may be accrued to a maximum of 2,000 hours except as provided below.

Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave during such leave as provided therein.

Sick leave shall not be accrued by an employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

Article 19 VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

Section 1 Vacation Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period and annually as follows:

Years	Length of Service	Per Payroll	Annually
1 – 4	0 - 48 months	3.385 hours	88.010 hours
5	49 – 60 months	3.693 hours	96.018 hours
6	61 - 72 months	4.000 hours	104.000 hours
7	73 - 84 months	4.308 hours	112.008 hours
8	85 - 96 months	4.616 hours	120.016 hours
9	97 - 108 months	4.923 hours	127.998 hours
10	109 - 120 months	5.231 hours	136.006 hours
11	121 - 132 months	5.539 hours	144.014 hours
12	133 - 144 months	5.847 hours	152.022 hours
13	145 - 156 months	6.154 hours	160.004 hours
14	157 - 168 months	6.462 hours	168.012 hours
15	169 – 180 months	6.770 hours	176.02 hours
16	181 – 192 months	7.077 hours	184.002 hours
17	193 – 204 months	7.385 hours	192.010 hours
18	205+ months	7.693 hours	200.018 hours

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month. For purposes of this section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation, of any given year. For example, if an employee's annual accrual is 104 hours annually, the employee may accumulate 104 hours + 135 hours, up to 239 hours. This employee will cease to accumulate any vacation leave over 239 hours.

After 80 hours of Vacation Leave have been taken in a 12 month period, the employee may request payment in cash at the employee's regular hourly rate, as long as 40 hours of vacation leave remains on the books.

Article 20 HOLIDAY LEAVE

On July 1 of each year, each Association Member will be granted 104 hours of Holiday Leave. For employees who are hired by the City and/or leave the City and only work a portion of the fiscal year, employees will be granted prorated hours of Holiday Leave. A *Request for Leave of Absence* form shall be submitted fifteen working days prior to any use of holiday leave, unless otherwise authorized by the Chief of Police or his/her representative. The balance of any Holiday Leave will be automatically cashed out at the employee's regular hourly rate when the employee leaves the City or on June 30th on the regular paycheck for that pay period (generally the first paycheck in July). This leave may not be cashed out at any other time during the fiscal year.

Article 21 JURY LEAVE AND COURT APPEARANCES

Every employee who is called or required to serve as a juror shall be entitled to be absent from his or her duties during the period of such service. Unless otherwise stated in an applicable MOU, there is no limit to the amount of time employees may serve on jury duty. The City will continue to pay an employee his/her regular salary so long as proof of service is submitted within five calendar days. Employees are entitled to retain any mileage reimbursement received in connection with jury service. If any employee is released from jury service prior to the end of his/her normal workday / scheduled shift, the employee must report to work unless otherwise authorized by his/her supervisor.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which arose in the course and scope of his or her City employment shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his or her official capacity as a City employee shall be permitted time off without pay or, if the employee chooses, to use accrued non-sick leaves for this purpose.

Article 22 LIGHT DUTY

At the discretion of the Department, a limited number of temporary light duty positions may be identified. The Department may assign employees injured on duty to light duty positions. The Department has the discretion to consider approving requests that involve off-duty injuries for light duty positions; however, on-duty or industrial injuries will take precedence.

Light duty assignments will be limited to 90 calendar days. The Personnel Officer may approve a one-time extension of that time frame where circumstances warrant. If an extension is granted, it does not create a permanent light duty position, but is intended solely to reasonably accommodate an employee on a temporary basis.

If the Chief of Police determines that the department is unable to accommodate the restrictions, the employee will be subject to the City's Transitional Return to Work Policy.

Article 23 OUTSIDE EMPLOYMENT

No full-time employee shall engage in any outside employment without first obtaining permission of the Chief of Police prior to the commencement of employment. Once permission is granted, the employee must provide the City with written notification of a change in job responsibilities or classification, and if the employee discontinues his/her employment with the outside agency. The request for outside employment must be done in writing and it must be completed for any outside employment regardless of length or classification of employment. The Chief of Police may deny permission to an employee to engage in any outside employment which is incompatible with City employment as described in Government Code section 1126 or if the Chief determines that the outside employment would render the employee incapable of, or less effective in performing his/her duties as an employee of the City.

Article 24 DISCIPLINE

Section 1 Disciplinary Action

Disciplinary action may be imposed upon any employee for any of the causes set forth in this Article. For the purposes of this Article, "disciplinary action" (hereafter "action") shall mean suspension without pay, reduction in class or position, or any combination thereof, or dismissal.

Section 2 Cause for Disciplinary Action

Any of the following shall be cause for the imposition of disciplinary action:

- Violations of any provision of this memorandum of understanding;
- Violations of any provision of the SMPD Policies & Procedures Manual;
- Violations of any provision of the Personnel Rules and Regulations;
- Incompleteness or inefficiency in the performance of the employee's duties;
- Insubordinate conduct directed at a supervisor or Department Head;
- Violation of any official regulation or order;
- Final conviction including a plea of guilty or *nolo contendere* of any criminal offense involving moral turpitude;
- Negligent or willful conduct by any employee which results in, or causes damage to public property or waste of public supplies;
- Absence without authorized leave;
- Excessive absence without good cause; and
- Other good and sufficient cause.

Section 3 Imposition of Disciplinary Action

Disciplinary action may be imposed upon an employee as follows:

The Chief of Police shall serve a notice of intended disciplinary action upon the employee stating the disciplinary action that is being proposed, the charges upon which the proposed disciplinary action is based, and a general description of the facts and/or circumstances supporting the charges. The notice shall inform the employee that he or she may respond to the notice in writing and/or in person. Any written response must be submitted to the City Manager within 15 calendar days of receipt of the notice. If the employee wishes to respond to the notice in person, he/she must submit a written request for a meeting with the City Manager. The request must be submitted to the City Manager within 15 calendar days of receipt of the notice.

If a timely request is made by the employee, the City Manager shall conduct an informal meeting with the employee to permit the employee to respond to the notice. The employee is entitled to be represented at the meeting by an attorney or association representative. The meeting shall be conducted at a time and in the manner determined by the City Manager. The City Manager shall have the authority to impose, reject, or modify the proposed disciplinary action. If a timely request for a meeting is not made by the employee, the City Manager may immediately impose the proposed disciplinary action.

The City Manager shall give the employee written notice of his/her decision which shall, in the

absence of an appeal, be considered final and conclusive. At this time the disciplinary action shall be imposed.

Section 4 Appeals

A permanent employee, against whom disciplinary action has been taken, may appeal to the City Council within 15 calendar days after receiving a copy of the City Manager's decision and by filing a written answer to such decision with the City Manager. Appeal can be made on the following grounds:

- That the procedures set forth herein have not been followed.
- That the action taken was not in accord with the facts.

Upon receipt of a timely appeal, the City Manager shall advise the City Council thereof and shall forward a copy of the statement of charges, the City Manager's notice of decision and the employee's answer to such decision. The City Council shall give the appealing party written notice of the time and place of the hearing to be held before the City Council upon such appeal. The hearing shall be limited to items which are disputed by the employee and contained within employee's written answer to the City Manager's decision. All items not disputed by the employee shall be deemed admitted by the employee for the purposes of the hearing.

Section 5 Hearing Procedure

Hearings shall be conducted in the manner most conducive to determination of the truth, and the City Council shall not be bound by technical rules of evidence. Decisions made by the City Council shall not be invalidated by any informality of the proceedings.

The formal rules of evidence shall not apply. All hearings shall be conducted in an orderly and expeditious manner with a view to the presentation of all material facts so that a fair and impartial decision may be made. The City Council shall have full authority at all times to maintain orderly procedure and to restrict the hearing to facts and witnesses that are relevant to the appeal, and that are not unduly time consuming, cumulative, prejudicial, confusing or misleading.

Each side will be permitted an opening statement (City Manager or designee first) and closing arguments (City Manager or designee first, employee second, followed by rebuttal by City Manager or designee). The City Manager or designee shall first present the witnesses and evidence to sustain the charges. Then, the employee shall present his/her witnesses and evidence in defense. Each side will be allowed to examine and cross-examine witnesses. The hearing shall be recorded by a certified shorthand reporter.

The City Council shall have the authority to issue subpoenas to compel the attendance of witnesses. If any person in proceedings before the City Council disobeys or resists any lawful order or fails to respond to a lawfully issued subpoena, refuses to take the oath or affirmation as a witness, or thereafter refuses to be examined, or is guilty of misconduct during the hearing or so near the hearing location as to obstruct the proceeding, the City Council may, pursuant to the authority of Government Code sections 11455.10 et seq., certify the facts to the Superior Court and request the Court to issue an order directing the person to appear before the Court to show

cause why he or she should not be punished for contempt.

Each party may be represented by an attorney. Each party shall bear its own costs, including attorney fees, in connection with the proceeding.

In his/her discretion, the City Council may designate a neutral hearing officer to conduct the hearing. The hearing officer will be selected through from strike list in conjunction with the employee. The hearing officer shall have the same powers as the City Council in conducting the hearing on behalf of the City Council. The hearing officer shall render a recommended decision to the City Council who shall set forth proposed findings of fact and conclusions of law in support of the recommended decision. The City Council may adopt, modify, or reject the recommended decision. The City and the employee shall equally split the costs of the neutral hearing officer.

The final decision by the City Council shall be subject to judicial review under Code of Civil Procedure section 1094.5 within the time limits described in Code of Civil Procedure section 1094.6.

Article 25 ADMINISTRATIVE APPEAL PROCEDURE

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal process established in Article 11.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to the City's Municipal Code or existing personnel rules. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under Article 11.

Section 1 Right to Administrative Appeal

Any public safety officer (as defined by Government Code § 3301), who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion, or suspension without pay is entitled to an administrative appeal pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.

An officer who appeals a punitive action under this procedure shall bear his/her own costs in association with the appeal hearing, including but not limited to any and all attorney fees.

Section 2 Notice of Appeal

Within five calendar days of receipt by an officer of notification of punitive action, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

Section 3 Hearing Officer

The City Manager shall serve as the hearing officer. Alternatively, the City Manager may designate a hearing officer of his or her choosing at his or her sole discretion who will issue an advisory opinion to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's advisory decision and the City Manager's decision shall be final and binding.

Section 4 Burden of Proof/Persuasion

Unless the action being appealed involves allegations of misconduct (i.e., allegations that the officer has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden shall be satisfied if the Department establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

If the punitive action involves charges of misconduct, (i.e., allegations that the officer has violated one or more laws, regulations, procedures, or rules), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

Section 5 Conduct of Hearing

The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

The parties may present opening statements.

The parties may present evidence through documents and direct testimony.

The parties shall not be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may present closing arguments.

Section 6 Recording of the Hearing

The hearing shall be audio recorded. A stenographer may be used in lieu of an audio recording at the discretion of the hearing officer.

Section 7 Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the officer.

The Department shall also be entitled to representation at all stages of the proceedings.

Section 8 Decision

The City Manager shall serve the parties with written notice of his/her decision within 30 calendar days of submission of the case by the parties for decision (or receipt of the recommended decision by the hearing officer).

The decision shall be served by first class mail upon the officer or the officer's attorney or representative. The decision shall be final upon mailing of the decision.

If judicial relief is available pursuant to Code of Civil Procedure Section 1094.5, then a petition must be filed within 90 days as specified in Code of Civil Procedure Section 1094.6.

Article 26 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide employees a grievance procedure within the scope and framework of the City's personnel system. For the purpose of this Article, the word "grievance" shall mean and include any complaint arising out of alleged violations of written rules and regulations, policies, administrative procedures, or this memorandum of understanding, except that the same shall not include any disciplinary action or proceedings.

Section 2 Individual Petition Procedure

An employee or group of employees having a complaint or grievance (hereinafter "Grievant") shall present their grievance in a written statement to the immediate supervisor for resolution within 10 calendar days of the alleged violation being grieved. The immediate supervisor shall have 10 calendar days to respond to the grievance in writing. If the grievance cannot be resolved with the immediate supervisor, the grievant may present his/her written grievance up the Chain of Command, with the grievance going to the Chief of Police last. Each supervisor will have 10 days to review of the decision by previous supervisor. The Chief of Police shall have 14 calendar days to respond in writing to the grievance.

If the grievance cannot be resolved by the Chief of Police, then the grievant may submit the written grievance to the City Manager not more than 10 calendar days from the date of the Chief's decision.

The City Manager may conduct an investigation into the grievance as he or she deems necessary. The City Manager shall issue a written decision on the grievance within 14 calendar days of his/her receipt of the grievance.

The timelines for filing and/or responding to any grievance may be extended by mutual agreement of the parties. Any such agreement must be confirmed in writing. If any response to a grievance is not timely, then the grievance shall be considered to have been denied and may proceed to the next step. The decision of the City Manager is final and binding.

Section 3 Association Petition Procedure

The Association may file a grievance on behalf of the Association as a whole for any violation of this memorandum of understanding. The Association shall present their grievance in writing to the Chief of Police. The Chief of Police shall have 14 calendar days to respond in writing to the grievance.

In the event of failure to resolve the case of the dispute with the Chief of Police, the Association, by a majority vote of the Board of Directors and by notifying any/all employees affected by this grievance may then request a meeting with the City Manager and the City Manager shall hold said meeting for the discussion and attempted resolution of the matter.

If the Association is dissatisfied with the determination of the City Manager, the Association may appeal such a decision by filing a written letter of appeal with the City Council within 30 calendar days after the giving of notice by the City Manager. The City Council, upon receiving a timely appeal, shall instruct the City Manager to give the appealing party (or parties) written notice of the time and place of the hearing.

At the time of the hearing before the City Council, all interested parties shall be given reasonable opportunity to be heard upon the merits of the grievance and the positions taken with reference thereto. Upon conclusion of such hearing, the City Council shall review the testimony given and shall approve, disapprove or approve with modification, the decision rendered by the City Manager. The City Council's decision shall be final and conclusive in all cases.

In his/her discretion, the City Council may designate a neutral hearing officer to conduct the hearing. The hearing officer shall have the same powers as the City Council in conducting the hearing on behalf of the City Council. The hearing officer shall render a recommended decision to the City Council. The City Council may adopt, modify, or reject the recommended decision. The City shall bear the costs of the neutral hearing officer.

Article 27 AGREEMENT, MODIFICATION, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all-parties and approved by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

Article 28 PROVISIONS OF LAW

This Agreement is subject to all future and current applicable Federal and State laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of Federal and State laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of the provision shall be suspended and superseded by such

applicable law or regulations, and the remainder of the Agreement shall not be affected.

The Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances which are in conflict with the Agreement.

Current rules, regulations, and ordinances of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

Article 29 EFFECT

This Agreement shall remain in full force and effect until a new Memorandum of Understanding is negotiated by the City and Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City.

In exercising the above rights the City shall comply with all applicable provisions of this agreement. In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 12th day of June, 2016:

Sierra Madre Police Association Representatives:

Ken Berry, Association President

Henry Amos, Association Vice President

City of Sierra Madre Management Representatives:

Elaine Aguilar, City Manager

Elisa Cox, Assistant City Manager

Chief Larry Giannone, Public Safety Director

Police Association Salary Matrix
June 12, 2016 - June 30, 2018

Effective June 12, 2016

Dispatcher	1	2	3	4	5
Annual Salary	40,426	42,448	44,570	46,798	49,138
Monthly Salary	3,369	3,537	3,714	3,900	4,095
Bi-weekly Salary	1,555	1,633	1,714	1,800	1,890
Hourly Salary	19.44	20.41	21.43	22.50	23.62

Recruit	1
Annual Salary	50,776
Monthly Salary	4,231
Bi-weekly Salary	1,953
Hourly Salary	24.41

Police Officer	1	2	3	4	5
Annual Salary	59,235	62,197	65,306	68,572	72,000
Monthly Salary	4,936	5,183	5,442	5,714	6,000
Bi-weekly Salary	2,278	2,392	2,512	2,637	2,769
Hourly Salary	28.48	29.90	31.40	32.97	34.62

Corporal	1	2	3	4	5
Annual Salary	62,209	65,320	68,586	72,015	75,616
Monthly Salary	5,184	5,443	5,715	6,001	6,301
Bi-weekly Salary	2,393	2,512	2,638	2,770	2,908
Hourly Salary	29.91	31.40	32.97	34.62	36.35

Sergeant	1	2	3	4	5
Annual Salary	73,856	77,548	81,426	85,497	89,772
Monthly Salary	6,155	6,462	6,785	7,125	7,481
Bi-weekly Salary	2,841	2,983	3,132	3,288	3,453
Hourly Salary	35.51	37.28	39.15	41.10	43.16

Police Association Salary Matrix
June 12, 2016 - June 30, 2018

Effective July 1, 2016

Dispatcher	1	2	3	4	5
Annual Salary	42,447	44,570	46,798	49,138	51,595
Monthly Salary	3,537	3,714	3,900	4,095	4,300
Bi-weekly Salary	1,633	1,714	1,800	1,890	1,984
Hourly Salary	20.41	21.43	22.50	23.62	24.81

Recruit	1
Annual Salary	50,776
Monthly Salary	4,231
Bi-weekly Salary	1,953
Hourly Salary	24.41

Police Officer	1	2	3	4	5
Annual Salary	61,604	64,685	67,919	71,315	74,881
Monthly Salary	5,134	5,390	5,660	5,943	6,240
Bi-weekly Salary	2,369	2,488	2,612	2,743	2,880
Hourly Salary	29.62	31.10	32.65	34.29	36.00

Corporal	1	2	3	4	5
Annual Salary	64,697	67,932	71,329	74,895	78,640
Monthly Salary	5,391	5,661	5,944	6,241	6,553
Bi-weekly Salary	2,488	2,613	2,743	2,881	3,025
Hourly Salary	31.10	32.66	34.29	36.01	37.81

Sergeant	1	2	3	4	5
Annual Salary	76,810	80,651	84,683	88,917	93,363
Monthly Salary	6,401	6,721	7,057	7,410	7,780
Bi-weekly Salary	2,954	3,102	3,257	3,420	3,591
Hourly Salary	36.93	38.77	40.71	42.75	44.89

Police Association Salary Matrix
June 12, 2016 - June 30, 2018

Effective July 1, 2017

Dispatcher	1	2	3	4	5
Annual Salary	44,994	47,244	49,606	52,086	54,690
Monthly Salary	3,749	3,937	4,134	4,340	4,558
Bi-weekly Salary	1,731	1,817	1,908	2,003	2,103
Hourly Salary	21.63	22.71	23.85	25.04	26.29

Recruit	1
Annual Salary	53,823
Monthly Salary	4,485
Bi-weekly Salary	2,070
Hourly Salary	25.88

Police Officer	1	2	3	4	5
Annual Salary	65,300	68,565	71,994	75,593	79,373
Monthly Salary	5,442	5,714	5,999	6,299	6,614
Bi-weekly Salary	2,512	2,637	2,769	2,907	3,053
Hourly Salary	31.39	32.96	34.61	36.34	38.16

Corporal	1	2	3	4	5
Annual Salary	68,579	72,008	75,608	79,389	83,358
Monthly Salary	5,715	6,001	6,301	6,616	6,946
Bi-weekly Salary	2,638	2,770	2,908	3,053	3,206
Hourly Salary	32.97	34.62	36.35	38.17	40.08

Sergeant	1	2	3	4	5
Annual Salary	81,419	85,490	89,764	94,252	98,965
Monthly Salary	6,785	7,124	7,480	7,854	8,247
Bi-weekly Salary	3,131	3,288	3,452	3,625	3,806
Hourly Salary	39.14	41.10	43.16	45.31	47.58

ATTACHMENT

RESOLUTION NO. 16-38

ELIMINATING THE PERCENTAGE PAID BY THE EMPLOYER OF THE EMPLOYEES' CONTRIBUTION TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR FULL-TIME SAFETY EMPLOYEES REPRESENTED BY THE POLICE ASSOCIATION

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the governing body of the City of Sierra Madre has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Sierra Madre has a written labor policy or agreement which specifically provides for the normal member contribution to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Sierra Madre of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Sierra Madre has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all safety employees of the Police Officers Association.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Sierra Madre elects to no longer pay EPMC, as set forth above.

Section 2. This Resolution shall go into effect July 1, 2016.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

_____

Gene Goss, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 14th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

_____

Melinda Carrillo, City Clerk
City of Sierra Madre, California

ATTACHMENT

RESOLUTION NO. 16-39

ELIMINATING THE PERCENTAGE PAID BY THE EMPLOYER OF THE EMPLOYEES' CONTRIBUTION TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR FULL-TIME MISCALANEOUS EMPLOYEES REPRESENTED BY THE POLICE ASSOCIATION

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the governing body of the City of Sierra Madre has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Sierra Madre has a written labor policy or agreement which specifically provides for the normal member contribution to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Sierra Madre of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Sierra Madre has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all miscellaneous employees of the Police Officers Association.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Sierra Madre elects to no longer pay EPMC, as set forth above.

Section 2. This Resolution shall go into effect July 1, 2016.

PASSED, APPROVED AND ADOPTED this 14th day of June, 2016.

_____

Gene Goss, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 14th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Melinda Carrillo, City Clerk
City of Sierra Madre, California