

ARTICLE 1 - INTENT

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Employer-Employee Relations Procedure of the City of El Cajon, this Memorandum of Understanding, hereinafter referred to as an "MOU", is entered into by the staff of the City of El Cajon, hereinafter referred to as the "CITY", and the El Cajon Police Officers' Association, hereinafter referred to as the "ECPOA", which is to be in effect through June 30,2005.

The purpose of this MOU is to provide orderly procedures for the administration of employer-employee relations between the City and the ECPOA, for the establishment of fair and reasonable wages, hours and other conditions of employment for employees in the classifications of Police Officer, Police Agent and Police Sergeant, hereinafter referred to as the "EMPLOYEE(S)", and for the peaceful and equitable resolution of disputes arising thereof.

This MOU has been reached through the process of "Meet and Confer" with the objectives of fostering effective cooperation between the CITY and its EMPLOYEES.

ARTICLE 2 - RECOGNITION

The ECPOA is recognized as the majority representative for employees in the classifications of Police Officer, Police Agent, and Police Sergeant.

ARTICLE 3 - COMPENSATION

SECTION A. Salary

POLICE OFFICER

The seven-step, four and one-half year, eighteen-month probation Police Officer compensation plan shall be as follows:

(Effective Pay Period Ending July 6,2001)

RANGE	77.9	79.9	81.9	81.9	81.9	81.9	81.9
STEP	A-2	A-1	A	B	C	D	E
HOURLY RATE	\$19.54	\$20.53	\$21.57	\$22.66	\$23.81	\$25.01	\$26.28
BI-WEEKLY RATE	\$1563.20 \$1402.40	\$1642.40 \$1472.80	\$1725.60 \$1548.00	\$1812.80 \$1626.40	\$1904.80 \$1708.80	\$2000.80 \$1795.20	\$2102.40 \$1885.60
SALARY REVIEW PERIODS	Hire Rate	After 6 months	After 6 months	After 6 months	After 1 year	After 1 year	After 1 year
		(Entry)	(Open Enrollee)				

(Effective Pay Period Ending July 5, 2002)

RANGE	80.3	82.3	84.3	84.3	84.3	84.3	84.3
STEP	A-2	A-1	A	B	C	D	E
HOURLY RATE	\$20.73	\$21.78	\$22.88	\$24.04	\$25.26	\$26.54	\$27.88
BI-WEEKLY RATE	\$1658.40	\$1742.40	\$1830.40	\$1923.20	\$2020.80	\$2123.20	\$2230.40
SALARY REVIEW PERIODS	Hire Rate	After 6 months	After 6 months	After 6 months	After 1 year	After 1 year	After 1 year
		(Entry)	(Open Enrollee)				

(Effective Pay Period Ending July 4, 2003)

RANGE	82.7	84.7	86.7	86.7	86.7	86.7	86.7
STEP	A-2	A-1	A	B	C	D	E
HOURLY RATE	\$22.00	\$23.11	\$24.28	\$25.51	\$26.80	\$28.16	\$29.58
BI-WEEKLY RATE	\$1760.00	\$1848.80	\$1942.40	\$2040.80	\$2144.00		\$2366.40
SALARY REVIEW PERIODS	Hire Rate	After 6 months	After 6 months	After 6 months	After 1 year	After 1 year	After 1 year
		(Entry)	(Open Enrollee)				

(Effective Pay Period Ending July 2, 2004)

RANGE	85.1	87.1	89.1	89.1	89.1	89.1	89.1
STEP	A-2	A-1	A	B	C	D	E
HOURLY RATE	\$23.34	\$24.52	\$25.76	\$27.07	\$28.44	\$29.88	\$31.39
BI-WEEKLY RATE	\$1867.20	\$1961.60	\$2060.80	\$2165.60	\$2275.20	\$2390.40	2511.20
SALARY REVIEW PERIODS	Hire Rate	After 6 months	After 6 months	After 6 months	After 1 year	After 1 year	After 1 year
		(Entry)	(Open Enrollee)				

POLICE AGENT

The five-step, three and one-half year, twelve-month probation Police Agent compensation plan shall be as follows:

(Effective Pay Period Ending July 6, 2001)

RANGE	83.8	83.8	83.8	83.8	83.8
STEP	A	B	C	D	E
HOURLY RATE	\$22.60	\$23.75	\$24.95	\$26.21	\$27.54
BI-WEEKLY RATE	\$1808.00	\$1900.00	\$1996.00	\$2097.00	\$2203.00

(Effective Pay Period Ending July 5, 2002)

RANGE	86.2	86.2	86.2	86.2	86.2
STEP	A	B	C	D	E
HOURLY RATE	\$23.98	\$25.20	\$26.47	\$27.81	\$29.22
BI-WEEKLY RATE	\$1918.00	\$2016.00	\$2118.00	\$2225.00	\$2338.00

(Effective Pay Period Ending July 4, 2003)

RANGE	88.6	88.6	88.6	88.6	88.6
STEP	A	B	C	D	E
HOURLY RATE	\$25.45	\$26.74	\$28.09	\$29.51	\$31.01
BI-WEEKLY RATE	\$2036.00	\$2139.20	\$2247.20	\$2361.00	\$2480.80

(Effective Pay Period Ending July 2, 2004)

RANGE	91.0	91.0	91.0	91.0	91.0
STEP	A	B	C	D	E
HOURLY RATE	\$27.00	\$28.37	\$29.80	\$31.31	\$32.90
BI-WEEKLY RATE	\$2160.00	\$2269.60	\$2384.00	\$2504.80	\$2632.00

POLICE SERGEANT

The five-step, three and one-half year, twelve-month probation Police Sergeant compensation plan shall be as follows:

(Effective Pay Period Ending July 6, 2001)

RANGE	89.8	89.8	89.8	89.8	89.8
STEP	A	B	C	D	E
HOURLY RATE	\$26.21	\$27.54	\$28.93	\$30.40	\$31.94
BI-WEEKLY RATE	\$2096.80	2203.20	2314.40	2432.00	2555.20

(Effective Pay Period Ending July 5, 2002)

RANGE	92.2	92.2	92.2	92.2	92.2
STEP	A	B	C	D	E
HOURLY RATE	\$27.81	\$29.22	\$30.70	\$32.25	\$33.89
BI-WEEKLY RATE	\$2224.80	\$2337.60	\$2456.00	\$2580.00	\$2711.20

(Effective Pay Period Ending July 4, 2003)

RANGE	94.6	94.6	94.6	94.6	94.6
STEP	A	B	C	D	E
HOURLY RATE	\$29.51	\$31.01	\$32.58	\$34.22	\$35.96
BI-WEEKLY RATE	\$2360.80	\$2480.80	\$2606.40	\$2737.60	\$2876.80

(Effective Pay Period Ending July 2, 2004)

RANGE	97.0	97.0	97.0	97.0	97.0
STEP	A	B	C	D	E
HOURLY RATE	\$31.31	\$32.90	\$34.56	\$36.31	\$38.15
BI-WEEKLY RATE	\$2504.80	\$2632.00	\$2764.80	\$2904.80	\$3052.00

SECTION B. Progression for Merit Step Increases - Entry Police Officer

The hiring rate for an entry-level Police Officer shall be 10% (or 4 salary ranges) below the A step of the range for the Police Officer classification in the compensation plan (A-2). Advancement to the next step (5%, or 2 salary ranges) below the A step of the range for the Police Officer classification in the compensation plan (A-1) may occur after 6 months of completed service. After a total of 12 months of satisfactory work performance, the employee may be advanced to the A step of the salary range for the Police Officer classification in the compensation plan.

SECTION C. Normal Advancements for Police Officer and Other Represented Classifications

Advancement to Step B is an incentive adjustment to encourage EMPLOYEES to improve their work. EMPLOYEES shall be made eligible for this adjustment if they were appointed to Step A and if they have completed six months service in Step A. Steps C, D and E are provided for EMPLOYEES who are fully qualified, experienced and ordinarily conscientious in their work and therefore, upon completion of at least one year of service in step B, C or D, an EMPLOYEE may be advanced to the next highest step.

SECTION D. Application of the Compensation Schedule

The salary range as set forth for each classification shall be applied in accordance with the following:

(1) New Appointments

The minimum step for the class shall generally apply to EMPLOYEES upon original appointment. When circumstances warrant it, however, an original appointment or reinstatement may be made at a step other than the minimum. The City Manager shall decide each case based in part on the experience and training of each EMPLOYEE involved and according to the needs of the CITY.

(2) Advancement Provisions

No salary advancement shall be made so as to exceed any maximum step established in the compensation schedule for the class to which the advanced EMPLOYEE'S position is allocated. Advancement shall depend upon increased service value of an EMPLOYEE to the CITY as exemplified by the recommendations of his/her department head, length of service, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the compensation schedule. The advancement of an EMPLOYEE, therefore, is one in which actual merit and not time alone governs.

EMPLOYEES shall be recommended for pay increases then, only when they clearly deserve advancement as indicated by at least a competent rating on their last performance evaluation, and not simply according to the lapse of a time period.

SECTION E. Promotion to Another Class

Upon promotion, EMPLOYEES shall receive a five percent increase in pay, subject to the following conditions: The position held by the EMPLOYEE immediately prior to the promotion must have been held under a regular or probationary appointment. EMPLOYEES shall be paid at a rate which is at least as high as they would receive if they were entering the classified service in the class to which they are promoted.

SECTION F. Pay Increases Other Than Advancement and Promotion

The provision governing the granting of pay increases specified in Section D-2 shall apply to all pay increases as well as advancements.

SECTION G. Transfer to Assignment Within the Classification

(1) When a transfer of assignment is made within a given classification, there shall be no salary increase or decrease because of such transfer.

(2) Voluntary Demotion

An EMPLOYEE may request a voluntary demotion for any reason. Such voluntary demotion shall require the recommendation of the EMPLOYEE's Department Head and the approval of the City Manager. Voluntary demotions shall not result in salary increases.

An EMPLOYEE taking such a voluntary demotion shall be placed in the appropriate salary range of the classification to which the EMPLOYEE is taking the voluntary demotion, that would be commensurate with the salary said EMPLOYEE would have been receiving had said EMPLOYEE remained in his/her old job classification.

Voluntary demotion as a result of an impending layoff shall be in accordance with the provisions of the applicable section of Article 8.

SECTION H. Inequitable Compensation

If, in the opinion of the City Manager, provisions of this Article result in compensating EMPLOYEES at an inequitably low step compared to other EMPLOYEES in the same class, the City Manager may raise such salary to the step deemed most equitable. Such action shall not be contrary to the general intent and spirit of this Article. If a disagreement arises between a petitioning party and the City Manager as to whether an inequity exists or not, the petitioning party may use the normal appeal and/or grievance procedure as set out in this MOU.

SECTION I. Entry-level Salary - Police Officer

The CITY has the right to establish the entry level salary for probationary Police Officers at a level deemed appropriate for recruitment purposes.

SECTION J. Paydays/Early Checks

(1) Payday

The CITY'S regular payday shall be every other Friday. Every effort will be made to distribute paychecks at this time. In the event of unforeseeable delays, delivery of

paychecks will be made as expeditiously as possible.

(2) Early Paychecks

The CITY will attempt to deliver the bi-weekly paychecks to EMPLOYEES prior to 11:00 p.m. on the Thursday preceding the normal Friday payday. It would be mutually understood, however, that this normal payday will remain as Friday and the CITY would be under no contractual liability to assure delivery on any day other than a normal payday.

SECTION K. Workday/Workweek

UNIFORMED PERSONNEL. The work day normally shall consist of eight (8) consecutive hours except for interruptions for two (2) ten minute rest breaks, one thirty minute lunch break, and a "shift meeting". In the event the EMPLOYEE must respond to a call for service during a rest or lunch break, the EMPLOYEE will be compensated for the time only as part of the normal eight-hour shift, and shall not be entitled to any form of overtime compensation.

UNIFORMED PERSONNEL/PATROL. The work day shall consist of twelve and one half (12 ½) consecutive hours except for interruptions for two (2) fifteen (15) minute rest breaks and one forty-five (45) minute lunch break. In the event the Employee must respond to a call for service during a rest or lunch break, the EMPLOYEE will be compensated for the time only as part of the normal twelve-hour shift, and shall not be entitled to any form of overtime compensation.

The normal work week shall consist of three (3) consecutive days of work and four (4) scheduled consecutive days off, with a ten-hour "make-up" day every four weeks, except during regularly scheduled shift changes and/or divisional transfers.

Employees who are assigned to the overlap or evening shift and required to attend court or mandatory training between their work days may use up to eight (8) hours of compensatory time off or vacation leave before starting the next shift.

NON-UNIFORMED PERSONNEL. The work day normally shall consist of eight and one-half (8 1/2) consecutive hours except for interruptions for two (2) fifteen-minute rest breaks, one thirty-minute lunch break, and a "shift meeting". In the event the EMPLOYEE must respond to a call for service during a lunch break, the EMPLOYEE will be entitled to overtime compensation.

The normal work week shall consist of five (5) consecutive days of work and two (2) scheduled consecutive days off, except during regularly scheduled shift changes and/or divisional transfers.

Trainees will be exempted from the provisions of the normal work week schedule during both academy and phase training periods.

SECTION L. Alternative Work Schedules

Alternative work schedules such as the 9/80 plan, 4/10, 3/12 or others may be instituted in accordance with Federal law as the needs of the City permit and may continue indefinitely. However, at any time during the term of this contract, it is agreed that meet and confer shall be re-opened on the subject of the patrol 3/12 work schedule upon the request of either the City or the ECPOA. Unless the parties agree otherwise, any changes to the 3/12 patrol work schedule shall require five (5) months advance notice prior to implementation.

Prior to implementation of an alternative work schedule for a work group or an individual, the Association shall be notified and the City shall meet and confer, if requested, regarding the work rules under which the alternative work schedule shall operate.

The City agrees to pilot program to implement a 4/10 work schedule for non-uniformed assignments for a period of six (6) months. Thereafter, the Chief of Police shall have the discretion to continue the program for any length of time, including for the length of the contract.

ARTICLE 4 - PREMIUM PAY

SECTION A. Overtime

The City declares the 7k exemption as permitted under the F.L.S.A.

The work period for sworn employees shall be 160 hours in 28 days.

"Hours worked" shall include court time, training, paid vacation and compensatory time off, paid sick leave, weapons qualification and any portion of scheduled shifts. Overtime premium pay of time and one-half shall be paid for hours worked (a) in excess of 160 hours during the 28 day work period, (b) on the employee's scheduled day off, (c) upon being called back or held over after the employee's scheduled shift. Shifts shall not be altered to avoid the payment of overtime. The hours of day of an employee's shift shall not be altered in order to avoid the payment of overtime except when a full shift is changed for training purposes.

The smallest unit of time worked to be credited as overtime shall be set out in the Fair Labor Standards Act as amended (FLSA).

When an employee receives a scheduled duty overtime assignment, the employee shall receive travel time, at the overtime rate, for the ½ hour prior to and the ½ hour after the scheduled duty overtime.

In those instances when the scheduled overtime continues into the regularly scheduled shift, the employee shall only be paid overtime for that period prior to the start of said shift including travel time of ½ hour. When scheduled overtime extends beyond a regularly scheduled shift, the employee shall only be paid overtime for that period after the conclusion of said shift, including travel time of ½ hour.

Other overtime shall be paid pursuant to the provisions contained in this Article.

SECTION B. Off-duty Medical Appointments for Work-related Injuries

Any officer with work-related injuries who has returned to work status and is assigned to a shift which commences at 2:30 p.m. or later is entitled to overtime pay for time spent at a medical practitioner appointment or treatment. Any officer who has returned to work status and is assigned to a shift which commences prior to 2:30 p.m. is entitled to overtime pay for time spent at a medical practitioner appointment or treatment only in the case where the officer is utilizing the City of El Cajon's designated clinic or referred specialist from that clinic and, after a good faith effort, is not able to schedule appointments during the assigned working hours of the officer. Officers who have working hours between 8:00 a.m. and 3:00 p.m., who feel that it is impractical or very difficult to schedule medical practitioner appointments or medical treatment appointments during those "normal" working hours, may process a written request substantiating their position, and these will be considered on an ad hoc basis by City Management. Officers who schedule such appointments during vacation leave shall also be eligible to receive their regular rate of pay charged as work time.

SECTION C. Compensatory Time

EMPLOYEES covered by this MOU shall be paid for overtime in either cash or compensatory time off at a time and one-half rate at the EMPLOYEE'S option as long as budgeted funds are available. EMPLOYEES shall not accumulate more than 104 hours compensatory time off. Once 104 hours have accrued, all additional overtime hours shall be taken in cash. (One hour of overtime equals one and one half hours comp time.) However, 16 hours mandatory training during off-duty hours shall be charged to compensatory time off.

SECTION D. Court Time

(1) Following is the overtime procedure when an eligible EMPLOYEE is required to appear before a judicial, legislative or administrative entity with the power of subpoena:

a. El Cajon Municipal Court

In addition to thirty (30) minutes travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the normal overtime rate, when they are responding to subpoenas outside of their normal work day or work week.

b. Superior Court or other judicial, legislative or administrative entity with the power of subpoena located in downtown San Diego:

In addition to the one (1) hour of travel and preparation time, EMPLOYEES shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas.

In those instances where the court appearance is continued into the regularly

scheduled shift, the EMPLOYEE shall only be paid court pay for that period prior to start of said shift including travel time of 1/2 hour. The same applies to the court appearances that extend beyond a regular shift.

- c. Department of Motor Vehicles or other judicial, legislative or administrative entity with the power of subpoena and the ability to hold telephonic hearings:

Employees shall receive a minimum of two (2) hours pay, at the overtime rate, when they are responding to subpoenas outside of their normal work day or work week. Employees shall not receive an additional thirty (30) minutes travel and preparation time for telephonic hearings due to the fact that they are not required to travel in response to the subpoena.

Employees who are subpoenaed for a telephonic hearing are responsible to be available at the time of the subpoena and for a period up to one (1) hour after the subpoena time, or until released by the subpoenaing authority.

(2) Court "Dead Time" Pay

- a. This procedure shall apply only when an EMPLOYEE assigned to the midnight shift (6:30 p.m. - 7:00 a.m.) is required to appear before an administrative entity with the power of subpoena (including Municipal Court and Superior Court), or testify telephonically before an administrative entity with the power of subpoena (including the Department of Motor Vehicles), following the end of shift.
- b. EMPLOYEES who meet the above criteria will be compensated 2 hours pay plus any actual time spent in court or testifying, both at the overtime rate.
- c. This shall supersede the overtime and travel provisions for these EMPLOYEES as outlined above, and shall apply to any a.m. court time.

(3) Court Time/Court Liaison Officer (If applicable, see (1) and (2) above)

- a. Officers required to attend court involving two court cases requiring both morning and afternoon attendance would receive two and one-half hours minimum court pay for each appearance where there is a break between court appearances. A break between court appearances will be recognized for the purpose of this Agreement when an officer finishes a morning court appearance prior to 12:00 p.m., and the officer returns for the second court appearance for the afternoon court session.
- b. The Chief of Police shall establish a clerical position where officers who have received subpoenas can telephone the designated clerk to leave information on where the officer can be reached when their appearance is required in court. The clerk shall have the responsibility to contact the officer at a time the

officer designates if a court appearance is necessary. It shall be the clerk's responsibility to keep updated information received from the court liaison officer regarding required court appearances of police officers. It shall be the responsibility of the police officers to insure they are available to be contacted by the designated clerk when their court appearance is necessary.

SECTION E. Call-out

- (1) Employees shall receive a minimum of two (2) hours pay, at the overtime rate, when reporting for unscheduled or unplanned duty outside their regularly scheduled shifts. Employees shall also be compensated for the ½ hour prior and the ½ hour after the call-out, in addition to the total hours worked, at the overtime rate. An unscheduled or unplanned event shall be defined as one in which less than seven calendar days notice was provided.
- (2) In those instances where the call continues into the regularly scheduled shift, only the ½ hour prior to the call-out will be credited.
- (3) In addition, the ½ hour after the shift will not be credited in those instances where the officer is required to remain on duty after completion of the regularly scheduled shift.

SECTION F. Temporary Upgrade

If an EMPLOYEE is temporarily assigned to a higher position by his/her supervisor and said assignment is approved by the City Manager, then the EMPLOYEE shall be granted a temporary advancement of not more than four standard salary ranges for the period of time in excess of eighty (80) cumulative hours per calendar year the EMPLOYEE is required to perform such duties. At the conclusion of such assignment, the EMPLOYEE'S salary shall be reduced to the normal step prescribed for their classification, had they remained in that classification.

SECTION G. Bilingual Pay

The City agrees to designate up to six (6) sworn positions as bilingual. Such designated positions shall be reviewed annually to determine the Department's needs with respect to shifts, employees' days of availability and division assignments.

Those who apply shall have at least a satisfactory rating on their most recent performance report and be certified as proficient by a language professional designated by the City. They will receive \$40/month compensation and may resign or be relieved of this duty if the employee's or Department's needs require.

ARTICLE 5 - PERQUISITES

SECTION A. Uniform and Equipment Allowance

1. a. The annual uniform and equipment allowance shall be \$550 per year. Employees assigned to the Special Weapons and Tactics Team (SWAT) shall receive an additional \$75 per year. The uniform allowance policy for newly-hired sworn EMPLOYEES shall be prorated over the twelve month period, from the actual hire date to the following July 1st. Yearly distribution will be made during the month of July.
- b. Supervisors shall ensure professional appearance of police personnel.

2. Vests

The CITY agrees to supply protective vest of a quality no less than the current accepted vest utilized by the EMPLOYEES, and will adhere to the manufacturer's replacement recommendations.

The EMPLOYEE(S) requesting said vests agree to wear the vests at all times the EMPLOYEE is on-duty in uniform (for those EMPLOYEE(S) who normally do not wear uniforms, they shall wear said vest during planned Critical Incidents.) Failure of the EMPLOYEE(S) to wear said vest will result in the CITY deducting the costs of said vest from the EMPLOYEE'S uniform allowance; and at that time, the vest becomes property of the EMPLOYEE. Vests will be purchased using the City purchase order system.

SECTION B. Educational Incentive Program

The Educational Incentive Program is adopted for the benefit of the EMPLOYEES in recognition of certain specified educational and/or professional achievements. The EMPLOYEES represented may receive the specified additional compensation only under one of the formulas listed below. In addition to the requirements below, to be eligible for the additional compensation, each EMPLOYEE must be a regular EMPLOYEE of the City with at least twenty-four (24) months of sworn law enforcement experience with the CITY.

- (1) A 2 1/2% salary increase for EMPLOYEES who possess an Associate of Arts or Associate of Science Degree in Criminology or Police Science. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (2) A 2 1/2% salary increase for EMPLOYEES who possess an Intermediate P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (3) A 5% salary increase for Police Officers, Police Agents and Police Sergeants who

possess a Baccalaureate Degree in any academic field. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions.

OR

- (4) A 5% salary increase for EMPLOYEES who possess an Advanced P.O.S.T. Certificate. Once this salary increase is awarded, it shall continue regardless of future promotions to higher non-management positions. It is the personal responsibility of each EMPLOYEE to forward to the Director of Human Resources documents which certify their eligibility. Additional compensation will not commence until these documents have been received. For purposes of this section, reference to Associate of Arts, Associate of Science or Baccalaureate degrees, in order to receive additional compensation, the degree must be from an accredited educational institution approved by the Council on Post Secondary Education.

SECTION C. Travel Reimbursement

The travel reimbursement allowance will be the rate established by the IRS at the time of reimbursement (currently \$.345 per mile.) for those EMPLOYEES required to use their personal vehicles in the conduct of CITY business. Reimbursement shall be in accordance with current CITY travel allowance policy.

SECTION D. Tuition and Book Reimbursement

(1) Qualifications

Tuition and the cost of books actually paid will be refunded to all regular CITY EMPLOYEES with at least a competent rating on the most recent performance report for professional and technical courses taken in accredited educational institutions provided that:

- a. The subject matter of the course relates directly to and contributes toward the performance of the EMPLOYEE's position with the CITY.
- b. Before receiving reimbursement, the EMPLOYEE shall furnish evidence that he/she has completed the course work with a grade of "C" or better in undergraduate work, and a grade of "B" or better in graduate work, except where an average grade of "C" is acceptable for graduation by the educational institution.
- c. POST schools or seminars, career development, non-POST schools or conferences are eligible for reimbursement of tuition only if proof of payment and attendance is submitted. These do not require grades and must be taken on the employee's own time. Reimbursement is subject to prior approval by the Chief of Police and review by the Director of Human Resources.

(2) Maximum Reimbursement

The maximum reimbursement for any course or courses shall be \$750.00 per individual per fiscal year, and no reimbursement will be made for any course aggregated in excess of six units in any one semester.

(3) Administration

The responsibility for administering this plan is placed with the Director of Human Resources.

SECTION E. Deferred Compensation

(1) The CITY agrees to continue to provide an Internal Revenue Code Section 457 Deferred Compensation Plan.

(2) The City Manager is designated as the Plan Administrator. He/she may appoint a Deputy Plan Administrator.

(3) The CITY shall monitor, administer and account for all funds distributed as deferred compensation, and shall charge no fees of any kind to the EMPLOYEES or against funds deposited on behalf of the EMPLOYEES.

(4) When a participant in the Plan becomes eligible to collect all accumulated funds deferred on his/her behalf, the City shall disburse funds according to the EMPLOYEE's participation agreement.

(5) A Deferred Compensation Plan Advisory Committee is hereby established. This Committee is advisory to the Plan Administrator. The prime purpose of the Committee is to assist the Plan Administrator in ensuring that the Plan is properly administered and that participants receive good service. Thus the role of the Committee is to receive comments, suggestions and complaints from EMPLOYEES and participants; to evaluate any such input, and in turn make recommendations to the Plan Administrator.

(6) A secondary purpose of the Committee is to review emergency withdrawal requests and recommend a course of action to the Plan Administrator.

(7) The Committee membership is comprised of a representative from each employee association, the Fire Management group, the Mid-Management group, a retired employee Plan participant who is currently receiving periodic payments of deferred compensation, and a management representative. The employee association representatives would jointly select the retired employee Plan participant. Whereas these are voting members, the Director of Finance would be chairperson of the Committee to facilitate Committee business, but is non-voting.

- (8) The committee will meet upon the call of any of its working members, the meeting to be convened by the chairperson.
- (9) In the event that the Plan Administrator contemplates changing where and/or how monies in the Deferred Compensation Fund are invested, the Administrator will provide the Committee the opportunity to review the changes and make recommendations pertaining thereto. However, this provision will apply only to any changes after June 30, 1984.

SECTION F. Field Training Officer Incentive Pay

EMPLOYEEES in the classifications of Police Officer and Police Agent who are approved Field Training Officers, and serve three (3) scheduled work shifts in this capacity, shall be eligible for an incentive pay of \$125.00 per month while serving in this capacity. EMPLOYEEES who serve three (3) scheduled shifts that fall in two (2) calendar months will qualify for FTO pay (e.g. June 29, 30, July 1). EMPLOYEEE will also be able to receive compensation for the second month if serving as an FTO for an additional three (3) shifts.

These individuals shall meet all POST guidelines and be subject to an ECPD screening board and Chief of Police approval.

EMPLOYEEES shall receive the incentive pay after selection and while available to train and monitor recruits in an ongoing capacity. A list of eligibles shall be forwarded to the City Manager via the Chief to initiate or delete payment. Recommendations for selection and removal from the FTO program will be made by the screening board and forwarded to the Chief of Police for final action. There shall be no appeal beyond the Chief of Police for non-selection or removal from the program.

As a general statement, every effort will be made to insure the fair and equitable distribution of work among FTO's. Nothing in this policy should be construed as limiting the Chief of Police's authority to make necessary assignments when needed to accomplish departmental goals and objectives.

When an officer has completed the selection process for FTO, his/her name will be added to an availability list of FTOs. Placement on that list will be determined by seniority as an FTO (consecutive service).

Should more than one FTO be selected by the board at one time, placement on the list will be determined by the normal seniority process.

As recruit officers are hired, FTO's will generally be selected from the availability list on a seniority basis, and then rotate down the list. Due to the shift rotation requirements of phase training, each shift will be by seniority. This list will be maintained by the Sergeant or Division Commander in charge of scheduling for that Shift. A current copy of the list shall be sent to the scheduling Lieutenant as updates occur.

Phase training requires that recruit officers be rotated through Traffic and Communications Division. Because of the limited number of personnel available in those divisions, a separate availability (seniority) list will be established for each of those divisions. A current copy of that list shall be forwarded to the scheduling lieutenant.

COMPENSATION

The current phase training program is sixteen (16) weeks long. Each phase is divided up into four (4) week blocks with phase II and IV divided between Patrol, Traffic and Communication assignments respectively. Generally, FTO pay will not be granted to those FTOs who "fill in" (because of special leave, injury, illness, etc.) for the regular FTO for periods of time less than three scheduled shifts.

It is the responsibility of the FTO to complete an FTO Assignment Form when he/she believes they are due compensation. (To insure timely compensation, the form should be completed as soon as the FTO has met the minimum requirement). That form will be approved by the FTO's supervisor and forwarded through the chain of command to the Human Resources Department. A copy of the form will be sent to the scheduling Lieutenant.

Compensation shall be paid no later than the fourth Friday after application has been made by the FTO.

SECTION G. Canine Officer Pay

The City agrees to compensate EMPLOYEES actively participating in the department canine program at the rate of three (3) hours of straight time weekly. The EMPLOYEE may select either cash or compensatory time.

Review shall be made by the Operations Captain's or designee's signature on a regular overtime slip and submitted with the department payroll.

SECTION H. Headquarters Officer Pay

An employee assigned to work as the Headquarters Officer who serves at least three (3) complete scheduled work shifts in this capacity within a calendar month, shall be eligible for an incentive pay of \$125.00 per month while serving in this capacity.

Recommendations for selection for the Headquarters Officer position will be made by the screening board and forwarded to the Chief of Police for final action. There shall be no appeal beyond the Chief of Police for non-selection or removal from the position. This does not preclude temporary assignment of officers due to unscheduled vacancies due to transfer, illness, or other personnel considerations pending appointment of a replacement per Department Transfer Policy.

Headquarters Officer compensation only applies to the officer assigned to coordinating the

operation of the communications center and station security (one per shift) and does not apply to additional officers assigned to the communications center due to light duty status or other limited duty reasons or considerations.

Nothing in this policy should be construed as limiting the Chief of Police's authority to make necessary assignments when needed to accomplish departmental goals and objectives.

ARTICLE 6 - HEALTH AND WELFARE

SECTION A. Medical Insurance

The CITY agrees to continue the PERS Health Benefits Program that was adopted January 1, 1986. From the total allotted under the cafeteria benefit, the CITY agrees to pay to PERS \$75 per month toward the cost of any PERS health plan which the EMPLOYEE chooses. This shall be the amount contributed on behalf of retirees as well. The EMPLOYEE agrees to be liable for the difference between the total cost of the health plan chosen and the CITY'S contribution of \$75. This benefit shall be part of the Section 125 cafeteria plan.

SECTION B. Dental Insurance

The CITY agrees to offer the EMPLOYEES a choice of at least two (2) dental insurance plan options. This benefit shall be an option within part of the Section 125 cafeteria benefit plan.

SECTION C. Life Insurance

The CITY agrees to continue to provide term life insurance in the amount of \$25,000 per EMPLOYEE, for which the CITY agrees to pay the cost.

SECTION D. Cafeteria Benefit Plan

The CITY implemented an Internal Revenue Code Section 125 cafeteria plan ("PLAN") on or about August 1, 1989. The PLAN contains provision for employer contribution and EMPLOYEE flexible spending accounts. The PLAN, if practical, shall be written to provide for all allowable benefits. This MOU shall control which of those benefits are utilized and the dollar amount of any employer contribution.

Whereas the CITY will continue to make available individual term life insurance, such insurance will not be part of the PLAN and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

Effective January 1, 2001: The cafeteria benefit allowance provided by the City shall increase by \$92/month from \$308/month to \$400/month.

Each EMPLOYEE who elects health insurance shall have \$75 paid by the City to PERS

(See Section A of this Article) for that benefit, with the balance available for other cafeteria selections. (This \$75 is the amount which is paid to PERS on behalf of retirees electing such insurance.) An EMPLOYEE who elects not to be covered under medical insurance may use the total amount for other eligible benefits.

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a "salary reduction" item; i.e., paid with before-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE in cash once the written 125 plan is implemented.

The City agrees to re-open the contract effective March 2003 to meet and confer on health insurance issues. Topics will include the amount of the cafeteria benefit allowance and health insurance carriers.

SECTION E. Retirement Systems (PERS)

The CITY entered into a contract with the Public Employees' Retirement System, hereinafter referred to as PERS, effective January 1, 1959.

(1) The following benefits were put into effect for ECPOA members:

- a) One year Highest Compensation (Section 20024.2) and
- b) Post Retirement Survivor Allowance (Sections 21263, 21263.1 and 21263.3) effective June 11, 1988.

(2) Retirement-Formula
1959 Survivor Benefit

- a. The City has provided the 2% at age 50 PERS retirement plan, with the 1959 Survivor Benefit effective October 5, 1974. In exchange for this benefit, the ECPOA agreed to relinquish all present and/or future rights they may have against the City's contributions on their behalf for coverage under the Social Security Act.
- b. The City withdrew from Social Security membership and adopted the Safety 2% at 50 benefit through PERS in 1974. As agreed, the City contributes an amount not to exceed 2.5% of the first \$13,200 annual earnings or \$330 per year to the City's Deferred Compensation Plan for ECPOA- represented individuals on the payroll October 1, 1974. Individuals who separated from City employment after October 1, 1974 and have been or will be rehired will not be eligible for this benefit.
- c. The City agrees to contract with PERS to provide the 3% @ 50 enhanced retirement benefit pursuant to Sec. 21362.2 of the Public Retirement Law. Said benefit shall be effective June 30, 2002.

The City agrees to re-open the contract to meet and confer on a DROP (Deferred Retirement Option Program) during the life of the contract if Governor signs legislation allowing for such programs.

(3) Military Service Credit

- a. The contract with PERS has been amended to allow eligible EMPLOYEES to receive military service credit as outlined in Section 20930.3 of the Public Employee's Retirement Law.
- b. The contract with PERS has been amended to provide that after October 1, 1977, any EMPLOYEE electing to receive military credit toward retirement shall pay the cost of the time credited.

(4) Sick Leave Credit

- a. The contract with PERS was amended to include unused sick leave at retirement credit as outlined in Section 20862.8 of the Public Employees' Retirement Law. At retirement, EMPLOYEES will be allowed to elect to participate in the unused sick leave reimbursement program. This will have no effect on the annual unused sick leave conversion program.

(5) City Paid Employee Contribution

- a. The contract with the Public Employees' Retirement System was amended to provide a retirement system fully paid for by the CITY. Currently the CITY pays the 9% EMPLOYEE share of the retirement cost.

Any State mandated or other increases in the cost of the retirement system resulting from increases in the benefit level of the current plan are subject to future negotiations between the CITY and the ECPOA. Any such cost increases will not automatically be absorbed by the CITY as part of the fully paid plan.

- b. The CITY agrees to deposit the EMPLOYEE'S portion of PERS retirement premiums currently paid by the City into the EMPLOYEE'S individual PERS account.
- c. In 1999, the City agreed to adopt PERS Section 20636(c) whereby the Employer Paid Members Contribution is reported to PERS as compensation.

(6) Third Level Survivors' Benefits

The CITY agreed to amend its contract with PERS to provide the third level of 1959 Survivors' Benefits effective August 13, 1995.

ARTICLE 7 - LEAVES - TIME OFF

SECTION A. Vacation

(1) Earned Vacation - Full Time

Each EMPLOYEE shall be credited with annual vacation with pay according to the number of months of continuous, uninterrupted, full-time service as follows:

(2) Vacation Rate

EMPLOYEES shall receive vacation and vacation in lieu of the current eleven (11) holidays (New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Admissions Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day) in accordance with the following schedule:

- a. 6.44 working hours of vacation accrued bi-weekly, accumulating, but not "credited or vested" until completion of the first year of service;
- b. 6.44 working hours of vacation and vacation in lieu accrued and credited bi-weekly from the date of hire until completion of the 60th month;
- c. 7.97 working hours of vacation and vacation in lieu accrued and credited bi-weekly following completion of the 60th month through the 180th month;
- d. 9.51 working hours of vacation and vacation in lieu accrued and credited bi-weekly following completion of the 180th and succeeding months of service.

(3) Vacation Credit Accumulation

If an EMPLOYEE does not take all of the vacation to which he/she is entitled to in any fiscal year, he/she shall be allowed to accumulate the balance to be taken in a subsequent fiscal year.

Maximum Vacation Accumulation

- a. EMPLOYEES may accumulate unused vacation up to, but not exceeding, the total of three times the annual vacation allowance based on the EMPLOYEE'S total months of service with the CITY (i.e. 0-60 months of service = 80 hours per year; 61 - 180 months of service = 120 hours per year; over 180 months of service = 160 hours per year) plus 88 hours as of July 1st year of each year.

EMPLOYEES shall be granted that part of their annual vacation which could not be accumulated and carried to a subsequent fiscal year.

b. Unused Vacation at Separation

Regular EMPLOYEES who separate from the CITY, whether voluntarily or involuntarily, shall be paid for all of the unused vacation time.

(4) Vacation Schedules

The EMPLOYEE shall select his/her vacation based on seniority and the Department Head shall approve or deny said request based on the needs of the Department.

(5) Vacation Usage

EMPLOYEES shall normally use a 40-hour block of vacation at least once each year. Requests to take more than two times the annual vacation in any one year will not normally be considered.

If extenuating circumstances exist, such requests must have the approval of the City Manager. The balance may be used in increments of one (1) hour.

(6) The times during the calendar year at which an EMPLOYEE may take vacation leave either one day at a time or in weekly increments shall be determined by:

- a. A vacation list posted in the department no later than October of each year for the following year. EMPLOYEES shall have preference to select a block of up to two (2) times their annual allowance on a strictly seniority basis (first by rank, then by time in rank). After all EMPLOYEES have had an opportunity to exercise their rights the first time then the process shall be repeated a second time. After all EMPLOYEES have exercised their right to vacation based on the above, an EMPLOYEE may then request additional time off on said vacation list, on a first come first serve basis, subject to availability of said time slots. Once vacations have been selected on the vacation list, said vacations cannot be changed by either the Department or the EMPLOYEE except in exigent circumstances.

The following are the minimum number of vacation slots that will be available per week:

Patrol .. 7 (2 Sgts. & 1 Agt. & 4 Officers); Investigations.. 2 (1 Sgt. & 1 Agt. or 1 Officer) ; Traffic.. 1 (1 Sgt. or 1 Agt. or 1 Officer)

- b. By requesting to the Department with at least five (5) days notice, except in cases of bona fide emergencies, an EMPLOYEE may request additional vacation time off. Requests under this Section shall be subject to staffing requirements, and the Department shall not unreasonably deny said request.

The Department shall approve or deny said request within 72 hours after receiving the request.

(7) Vacation Cash Conversion

Any EMPLOYEE who has used a minimum of 80 hours vacation during the period from June 1 through May 31 may cash in a minimum of five days to a maximum of 10 days of accrued unused vacation days during the month of June.

Any EMPLOYEE who has used a minimum of 80 hours of vacation during the period from November 1 through October 31, may cash in a minimum of five days to a maximum of 10 days of accrued unused vacation days during the month of November.

If an eligible EMPLOYEE attaches proof that 80 hours of vacation has been taken within the prescribed period, payment will be made within 10 City Hall working days following receipt by the Human Resources Department. If the form is submitted without proof, the request will be processed as soon as reasonably possible thereafter.

SECTION B. Holidays

In the event that the City Council grants a one-time additional holiday(s) to personnel not covered by this MOU, then the EMPLOYEES covered by this MOU shall be credited immediately with eight (8) hours of vacation for each holiday.

SECTION C. Sick Leave

(1) Sick leave with pay shall be granted to all probationary and regular EMPLOYEES in accordance with this section. Sick leave shall not be considered as a right which an EMPLOYEE may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability. Abuse of sick leave privileges, as with all Rules, may be grounds for disciplinary action.

a. Compensation Procedure

In order to receive compensation while absent on sick leave, the EMPLOYEE shall notify his/her immediate supervisor or the Department Head one hour prior to the time set for beginning their daily duties.

b. Certificate of Absences

- i. In cases of suspected abuse, chronic sick leave use, instances requiring modified duty work assignments, or at the discretion of the City Manager, a physician's certificate may be required regardless of the length of absence.
- ii. If EMPLOYEES are placed on the CITY's sick leave abuse program

and required to bring a doctor's certificate for an extended period, they will be notified in writing. The notice shall include the period of time in question, the reason for placement on the program, what the EMPLOYEE must do while on the program, who the EMPLOYEE is to contact to give information or correct a mistake, the length of time an EMPLOYEE will usually remain on the program, and the right to file a written response to the Personnel Office within 30 days of receipt.

c. Family Sick Leave

Sick leave may be taken in case an EMPLOYEE'S presence is required to care for relatives who are members of EMPLOYEE'S household or for parents and minor children (not required to be members of the household) due to serious illness or disability. This provision shall include time for scheduled doctor or dentist appointments.

d. Sick Leave Earning Rate

All EMPLOYEES who are paid at a bi-weekly rate shall accrue sick leave at the rate of 3.68 hours per bi-weekly pay period. All unused sick leave may be accumulated.

e. Sick Leave Conversion Privilege

Any employee who has taken 40 hours sick leave or less during the calendar year ending December 30 of each year shall be entitled to either convert up to 40 hours of unused sick leave to vacation leave or receive a cash payment for up to 24 hours, based upon the current compensation rate on an hour-for-hour basis. In no event may an EMPLOYEE select a combination of two options or reduce the accumulated sick leave balance below 192 hours. No prorations shall be made for an EMPLOYEE terminating on or before December 30 of the calendar year.

f. Reimbursement of Unused or Unconverted Sick Leave Upon Separation

After 10 years of continuous (uninterrupted) City service and upon voluntary separation under satisfactory conditions (as determined by the City Manager), an EMPLOYEE shall be eligible to receive a cash payment equivalent to 25% of all unused sick leave, less the total number of hours converted to either cash, vacation, or a combination thereof as set forth in Article 7, Section (C)(1)(e). Such reimbursement is to be computed upon the EMPLOYEE'S final compensation rate. (e.g. 600 (balance of sick leave on the books after conversion and use) x .25 = 150; 150-400 (hours converted previously = -0-)

(2) Funeral Leave

Up to twenty-four hours special leave with pay may be granted to a regular or regular-probationary EMPLOYEE in order to discharge the customary obligations arising from the death of a relative who is a member of EMPLOYEE'S household or

a parent, step-parent, grandparent, sibling or child of employee or employee's spouse (not required to be a member of the household). Requests for such leave must be approved by the City Manager or designee supported by such facts as may be required.

(3) Compulsory Sick Leave

- a. If, in the opinion of the City Manager, an EMPLOYEE is incapacitated for work due to illness or disability, such EMPLOYEE may be required to submit to examination by a CITY designated physician, the costs to be borne by the CITY. The EMPLOYEE may request one change of physician. If the report of the physician shows the EMPLOYEE to be in an unfit condition to perform job duties, the City Manager shall have the right to compel the EMPLOYEE to take a leave of absence. Verification of fitness for duty shall be made by a physician designated by the CITY, with the same EMPLOYEE right to request a change as set out above, and expenses incurred in securing such verification shall be borne by the CITY. Accrued sick leave and/or vacation may be used for this absence. If balances are exhausted, the City Manager may approve leave without pay up to one year. The object of this rule is to protect the CITY'S interest in having a safe and effective work force and in assisting EMPLOYEES in achieving a level of fitness to perform their duties.
- b. EMPLOYEES whose performance is adversely affected by the use of alcoholic beverages, chemical substances (illicit drugs) or prescribed or unprescribed medications, may be subject to the provisions above. EMPLOYEES whose medication may alter their behavior so as to cause a potential safety problem (e.g. related to operating equipment or restrictions on being on ladders, at heights or in confined areas) must report the use of medication to their supervisors for modifying their work. EMPLOYEES whose potential safety problem (e.g. related to operating equipment, restrictions on being used on ladders, at heights or in confined areas) must report the use of medication to their supervisor for modifying their work assignments temporarily. Abuse or failure to report could lead to discipline.

Any application of this section which results in adverse action by the CITY may be appealed to the Personnel Commission.

(4) Family Care and/or Medical Leave

EMPLOYEES shall be granted family care leave or medical leave in accordance with Administrative Policy D-4 for any of the following reasons:

1. to care for a newborn child of the EMPLOYEE within 12 months of the birth;
or
2. to care for a newly adopted child or a child placed in foster care with the employee within 12 months of the placement; or

3. to care for a spouse, child or parent of the employee with a serious health condition; or
4. because of a serious health condition which causes the employee to be unable to perform his/her duties.

SECTION D. Military Leave

Military leave shall be granted in accordance with the Military and Veterans Code Section 395.01, which states that a temporary military leave of absence shall be granted as provided by federal law. Military leave, with pay, shall be granted for duty ordered for purposes of active military training, encampment, naval cruises, special exercises or like activity, providing that the activity does not exceed 180 calendar days. Compensation shall be limited to thirty (30) days per fiscal year and will be granted for military leave for EMPLOYEES who have been with the City at least one year or have actively served in the military prior to working for the City and the combined "service" exceeds one year. EMPLOYEES are entitled to unpaid leave (or paid vacation or comp time) for inactive military leave, such as drills. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken. EMPLOYEES should forward a leave slip with orders attached to the Human Resources Department prior to date of military leave.

SECTION E. Jury and Witness Leave

Every EMPLOYEE shall be entitled to be absent from duty with the CITY when called to serve as a trial juror or as a witness called by a subpoena before a court of law. Under such circumstances, the EMPLOYEE shall be paid the difference between his/her full salary and any payment received by them, except travel pay, for such duty. If jury service or witness time is less than a full work day, the EMPLOYEE is expected to return to work, unless a justification is provided.

SECTION F. Leave of Absence Without Pay

The City Manager may grant a regular or probationary EMPLOYEE leave of absence without pay or accrual of seniority or benefits, for a period not to exceed one year. No such leave shall be granted except upon written request of the EMPLOYEE, setting forth the reason for the request, and approval shall be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the EMPLOYEE shall be reinstated in the position held at the time leave was granted. Failure on the part of an EMPLOYEE on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

EMPLOYEES making use of this provision who return to duty in one year or less shall return with the seniority status for benefits and working conditions which he/she held prior to the leave. An EMPLOYEE may choose to remain in any group insurance plans by

agreeing to pay the full cost, while on a leave of absence.

SECTION G. Workers' Compensation Leave

All compensation received in accordance with the provisions of the Labor Code and Workers' Compensation Laws of the State of California shall be deemed to be included in any compensation due from the City by virtue of any grant for sick leave with pay.

SECTION H. Exchange of Shifts

EMPLOYEES shall be allowed to exchange days off and/or shifts with other EMPLOYEES under the following conditions:

- a. Requests for exchange of days off shall be submitted in writing, signed by both parties, no less than two (2) days before the first day of exchange. All supervisors involved shall receive a copy of the request.
- b. Requests for exchange of shifts between regular EMPLOYEES shall be submitted in writing, signed by both parties, no less than ten (10) days before the first day of the new shift. Requests for exchange of shifts shall be submitted to the Chief of Police or designee. In cases of verifiable need, an EMPLOYEE may be authorized to exchange shifts after the shift schedule has been finalized. The Department shall not unreasonably deny this request.
- c. Exchange of days off or exchange of shifts shall be between generally comparable EMPLOYEES.
- d. No patrol personnel shall be authorized to remain on the same shift for a period exceeding one (1) year, without the approval of the Chief of Police.

SECTION I. Catastrophic Leave

1. This program allows one or more EMPLOYEES to donate vacation for use by another who, due to extensive or catastrophic illness or injury, has exhausted paid leave and is subsequently facing financial hardship. Each request will be considered on a case-by-case basis.
2. Requests by an EMPLOYEE(S) to donate vacation and/or compensatory time are submitted for approval to the Director of Human Resources. After considering all issues and consultation with concerned parties, the Director of Human Resources will make a determination. Any request denied by the Director of Human Resources may be appealed to the City Manager.

Once approved, vacation credits may be transferred from the donor EMPLOYEE(S) to a "fund" established for recipient EMPLOYEE to be used on an hour-for-hour basis, in accordance with the following conditions:

- a. Program is administered City-wide allowing hours to cross departments and EMPLOYEE bargaining groups. Management EMPLOYEES may also participate.
- b. Receiving EMPLOYEE must have exhausted all earned leave (sick leave, compensatory time and vacation/vacation-in- lieu) and will/has entered leave without pay status.
- c. EMPLOYEE(S) donating time must transfer a minimum of eight hours and in whole hour increments thereafter.
- d. Donated hours are considered a gift to the recipient and irrevocable. Therefore, recipient is not required to "pay back" any hours received.
- e. Hours transferred will have an hour-for-hour value with no regard to dollar value of donor v. recipient.
- f. Unused hours will remain in the "fund" for future use to be determined by the Director of Human Resources.
- g. Once donated leave benefits become payable, temporary recovery may occur resulting in a future period(s) of disability. Approval procedures should not be necessary if periods of disability are separated by temporary recovery of 90 days or less.
- h. EMPLOYEES wishing to donate vacation hours must maintain a minimum vacation balance of 80 hours (after donation).

ARTICLE 8 - LAYOFF

SECTION A. Purpose:

To provide a means by which EMPLOYEES are to be demoted when a reduction in force is necessitated by a financial emergency, the City Council may choose to adopt other alternatives which are legally available to avoid layoffs. Prior to any action being taken, written notice shall be given to the ECPOA.

SECTION B. Determination:

- (1) The City Council shall determine, on the basis of the needs of the CITY, as recommended by the City Manager, which department and classifications shall be subject to layoff in the event a reduction in force is necessitated by lack of funds.
- (2) In the event a reduction in force is necessitated by a lack of work or the abolishment of positions, the City Manager shall determine which department or classifications

shall be subject to layoff based upon the needs of the CITY.

SECTION C. Reduction in Force - Demotion:

Except as otherwise provided, if a vacant position is available during a reduction in workforce, the qualified employee with the greatest length of service in the series affected who is otherwise subject to layoff shall be offered a demotion to the vacant position in lieu of layoff. Whenever two or more EMPLOYEES have identical seniority status, the order of demotion shall be determined by the City Manager on the basis of performance. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

SECTION D. Order of Reduction in Force:

In a reduction-in-force situation, the following order of layoffs shall be followed: (a) Part-time and provisional EMPLOYEES in the affected classification series; (b) Limited term EMPLOYEES in the reverse order of their classification seniority in the affected class series; (c) Probationary EMPLOYEES in reverse order of their classification seniority in the affected class series; (d) Should there be a need for further reduction, regular EMPLOYEES in the affected classification series shall be involuntarily demoted in reverse order of their classification seniority. (e) Should a reduction in force still be necessary, regular EMPLOYEES shall be laid off in reverse order of their seniority in the affected class series. Any EMPLOYEE so laid off will be given (10) working days notice in writing from the City Manager.

SECTION E. Determining Order of Layoff and Demotion For Employees With Identical Seniority:

Should two or more EMPLOYEES have identical classification seniority, the order of layoff and demotion will be determined by length of continuous service in the affected series. Whenever two or more EMPLOYEES have identical service in the affected series, the order of layoff and demotion shall be determined by the City Manager on the basis of performance.

SECTION F. Order and Method of Demotion Pursuant to a Reduction in Force - Bumping:

When required, due to a reduction in force, employees shall be demoted in the following manner:

- (1) EMPLOYEES who are involuntarily demoted, who have held regular status in a lower classification, shall have the right to bump EMPLOYEES in a lower classification with less classification seniority. For this purpose, classification seniority shall include the seniority the EMPLOYEE had in any higher classification in the affected class as well as the seniority the EMPLOYEE has in the lower classification that the EMPLOYEE is demoted to.
- (2) EMPLOYEES who have not actually held status in a lower classification shall be

allowed to demote to a vacant position or to a position held by a City probationary EMPLOYEE in such lower class. They will also be allowed to demote to a lower class if they meet or exceed the employment standards of the lower class and the skills, knowledge, abilities and typical tasks are similar to the class from which they are being demoted. However, an EMPLOYEE may not bump to a lower classification he/she has not previously held where knowledge, skills, abilities and typical tasks are not similar or related to the higher classification. Bumping to a lower classification in the class series will be allowed even though the EMPLOYEE had not previously held a position in the lower classification if the classification has been created or added to the class series following the EMPLOYEE'S promotion to a higher classification in the affected class series, or if a new entry level position was created following the EMPLOYEE's date of hire. Bumping to a newly created classification will only be allowed if the City Manager has determined that the EMPLOYEE meets or exceeds the qualifications for that classification.

SECTION G. Reinstatement of Employees Demoted as a Result of a Reduction-in-Force:

EMPLOYEEES who are demoted as a result of a reduction-in-force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall first be offered to EMPLOYEEES on this list.

SECTION H. Reemployment of Employees Laid Off as a Result of a Reduction in Force:

EMPLOYEEES who are laid off and who held regular CITY status at the time of lay off shall have their names placed on a reemployment list for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their seniority in the affected class series. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies prior to an open or promotional recruitment.

SECTION I. Duration of Reinstatement and Reemployment List:

The eligibility of individuals on the Reinstatement and Reemployment Lists shall extend for a period of one year from the date of demotion or lay off. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from either the Reemployment or Reinstatement List.

SECTION J. Restoration of Benefits Upon Reemployment Following a Reduction-in-Force:

Upon reemployment following a reduction-in-force, an individual will have the following benefits restored:

- (1) Prior sick leave accruals unless the EMPLOYEE elected cash payment at the time of the lay off.

- (2) Seniority at time of lay off for purposes of determining merit increases, vacation accruals and future reduction-in-force.
- (3) Upon reemployment, the EMPLOYEE shall be paid at the same step of the salary range currently in effect for the classification the EMPLOYEE held immediately prior to lay off. If the EMPLOYEE chooses to be re-employed in a classification which has a salary range lower than the classification from which the EMPLOYEE was laid off, then the salary placement will be made at a point either equivalent to the EMPLOYEE'S salary range and step immediately prior to layoff or, if the maximum of the salary range of the position to which the EMPLOYEE is to be re-employed is less than the salary currently in effect for the classification, the EMPLOYEE will receive the maximum of the salary range for the classification in which EMPLOYEE is re-employed.
- (4) All benefits EMPLOYEES are eligible to receive including deferred compensation benefit if they were receiving it prior to lay off.

SECTION K. Quarterly Performance Reports

Quarterly performance reports will be required to be completed during the first year of reemployment on any EMPLOYEE appointed from a reemployment list or classification reinstatement list.

SECTION L. Payoff of Accruals Upon Layoffs

Laid off EMPLOYEES are to be paid for accrued holidays, vacation and non-exempt overtime when separated as a result of a lay off. The sick leave accruals of such EMPLOYEE will remain on the books and will be reinstated if they are reappointed unless the EMPLOYEE is eligible for, and elects to participate in, the sick reimbursement program for termination.

SECTION M. Retirement Contribution

Upon layoff, the EMPLOYEE may elect to either withdraw his/her retirement contribution or leave the money in the retirement system. Prior to reemployment, however, if the retirement funds have been withdrawn, they must be redeposited in accordance with arrangements satisfactory to the Public Employees' Retirement System.

SECTION N. Non-discrimination in Reduction in Force

Layoffs and demotions which result from a reduction in force shall be made without regard to an EMPLOYEES' race, color, national origin, religion, sex, age, citizenship, or physical handicap.

ARTICLE 9 - INDIVIDUAL PERSONNEL FILES

SECTION A. Traffic Accidents

The City and the ECPOA do hereby agree to purge the personnel records of EMPLOYEES of all references to reprimand relating to the officers' traffic accidents. Purging will be at the request of the EMPLOYEE to the City Manager after three years of accident-free driving.

SECTION B. Disciplinary Actions

In addition, upon request of the EMPLOYEE to the City Manager, the City will purge disciplinary actions that do not relate to worker's compensation or unresolved liability claims and are more than 5 years old, provided that no similar disciplinary actions have been imposed on said EMPLOYEE.

ARTICLE 10 - GRIEVANCE PROCEDURE

SECTION A. Purpose

- (1) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- (2) To assure fair and equitable treatment of all EMPLOYEES and promote harmonious relations among EMPLOYEES, supervisors and management.
- (3) To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
- (4) To provide that appeals shall be conducted as informally as possible.
- (5) To resolve grievances as quickly as possible and correct, if possible, the cause of grievance thereby reducing the number of grievances and future similar complaints.

SECTION B. Reviewable Grievances

To be reviewable under this procedure, a grievance must:

- (1) Concern matters or incidents that have occurred.
- (2) Result from an act or omission by management regarding working conditions or other aspects of employer-employee relations over which the head of the department or the CITY has control.
- (3) Arise out of a specific situation, act or acts complained of as being unfair which result in an inequity or damage to the EMPLOYEE.
- (4) Specify the relief sought, which relief must be within the power of the head of the department or the City Manager to grant in whole or in part.
- (5) Or be in violation of this MOU.

SECTION C. Non-reviewable Grievances

A grievance is not reviewable under this procedure if it requires the modification of a policy established by law, or is a matter which is reviewable under some other administrative procedure and/or personnel rule such as:

- (1) Applications for changes in title, job classification or salary.
- (2) Appeals from formal disciplinary proceedings.
- (3) Appeals arising out of merit system examinations.
- (4) Appeals from work performance evaluations.

SECTION D. Informal Grievance Procedure

An EMPLOYEE who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, the EMPLOYEE does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the EMPLOYEE is not in agreement with the decision reached by discussion, he/she shall have the right to file a formal grievance in writing within ten days after receiving the informal decision of the immediate superior. An informal grievance shall not be taken above the City Manager.

SECTION E. Special Provisions of the Formal Grievance Procedure

(1) Filing of Grievances

Grievances may be filed by an individual EMPLOYEE, a group of

EMPLOYEES, or the ECPOA on behalf of one or more EMPLOYEES if said EMPLOYEE(S) so request.

(2) Procedure for Presentation

In presenting a grievance, the EMPLOYEE shall follow the sequence and procedure outlined in this Article.

(3) Prompt Presentation

The EMPLOYEE shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.

(4) Prescribed Form

The formal written grievance shall be submitted on a form prescribed by the City Manager for this purpose. Supervisors and the Human Resources Department shall maintain an adequate supply of such forms.

(5) Statement of Grievance

The grievance shall contain a statement of:

- a. The specific situation, act or acts complained of as being unfair;
- b. The inequity or damage suffered by the EMPLOYEE; and
- c. The relief sought.

(6) EMPLOYEE Representation

The EMPLOYEE may choose someone to represent him/her at any step after the first step of the procedure; i.e., at any step after formal discussion with his/her immediate supervisor. No person hearing a grievance need recognize more than one representative for any EMPLOYEE at any one time unless he/she so desires.

(7) Handled During Working Hours

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

(8) Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

(9) Consolidation of Grievances

If the grievance involves a group of EMPLOYEES or if a number of EMPLOYEES file separate grievances on the same matter, the grievances shall be handled as a single grievance.

(10) Settlement

Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the pre-scribed period of time.

(11) Reprisal

The grievance procedure is intended to assure the right to present a grievance without fear of disciplinary action or reprisal from the supervisor, superior to department head, provided the provisions of this grievance procedure are observed.

SECTION F. Formal Grievance Procedure Steps

(1) First Level of Review

The appeal shall be presented in writing to the EMPLOYEE'S immediate supervisor, who shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the supervisor's decision, or if no answer has been received within 15 calendar days, the EMPLOYEE may present the appeal in writing to the supervisor's immediate superior. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the written decision of the supervisor, or within a total of 25 calendar days if no decision is rendered, will constitute a dropping of the appeal.

(2) Further Level or Levels of Review as Appropriate

The supervisor receiving the appeal shall review it, render the decision and comments in writing, and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the department head. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

(3) Department Review

The department head receiving the appeal or the designated representative, shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render a decision and comments in writing and return them to the EMPLOYEE within 15 calendar days after receiving the appeal. If the EMPLOYEE does not agree with the decision reached, or if no answer has been received within 15 calendar days, the appeal may be presented in writing to the City Manager. Failure of the EMPLOYEE to take further action within 10 calendar days after receipt of the decision, or within a total of 25 calendar days, if no decision is rendered, will constitute a dropping of the appeal.

(4) City Manager

The City Manager receiving the appeal or the designated representative should

discuss the grievance with the EMPLOYEE, their representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee, or officer not in the normal line of supervision, or Personnel Commission to advise concerning the appeal. The City Manager shall render a decision in writing to the EMPLOYEE within 20 calendar days after receiving the appeal.

ARTICLE 11 - SUGGESTION AWARD PROGRAM

SECTION A. Purpose

- (1) The purpose of the Suggestion Award Program is to develop increased efficiency of governmental operations in the City of El Cajon by providing recognition to EMPLOYEES for submission of original and constructive suggestions. Such a program stimulates imaginative and inventive thinking among EMPLOYEES which can eliminate duplication, waste or safety hazards, reduce costs or accidents, improve service, methods or equipment or save time, manpower, money, materials or space.

SECTION B. Suggestion Award Program

A copy of said program is available at the CITY'S Personnel Department.

ARTICLE 12 - OUTSIDE EMPLOYMENT

SECTION A. General Statement

When a person accepts employment with the CITY, it is understood that this employment is to be that person's primary vocational responsibility. Any other employment, regardless of form, where personal services are rendered or goods or property are sold for financial gain, is considered outside employment and is subject to the provisions set forth in this section.

SECTION B. Applications for Outside Employment

(1) Outside Employment Statement

An EMPLOYEE who wishes to engage in outside employment must be a regular employee (non-probationary) with a satisfactory or better overall rating in the employee's last scheduled performance report. This limit shall not apply to promotional probation. A qualified EMPLOYEE who wishes to engage in outside employment must file an Outside Employment Statement with the Chief of Police and the Director of Human Resources. All Outside Employment Statements on file in the Human Resources office will be annually reviewed by the Director of Human Resources in accordance with the guidelines in Section C.

(2) Acceptable Statements

The Outside Employment Statement will be given to the City Manager who will make the determination concerning the acceptability of the request.

(3) Failure to Submit Statement

If the CITY discovers that an EMPLOYEE is engaged in outside employment and has not submitted an Outside Employment Statement, the EMPLOYEE may be subject to disciplinary action including termination as determined by the City Manager.

SECTION C. Guidelines for Approving Outside Employment

Outside employment will be reviewed on the basis of its compatibility with the continued satisfactory performance of an EMPLOYEE'S official CITY duties. Review of Outside Employment Statements will be based on the following criteria:

- (1) Does the EMPLOYEE'S Outside Employment compromise the CITY so as to create a conflict of interest?
- (2) Does the EMPLOYEE'S department control, inspect, review, audit or enforce the Outside Employment?
- (3) Does the Outside Employment involve the acceptance of money or other consideration from an agency or individual(s) other than the City for the performance of an act which the EMPLOYEE would be required to render while acting in an official capacity as an EMPLOYEE?
- (4) Is the EMPLOYEE utilizing CITY information not normally available to the public in the performance of outside employment?
- (5) Is the position inconsistent, incompatible or in conflict with assigned duties?
- (6) Does the Outside Employment unduly interfere with the scheduling of work hours and/or emergency call-out?
- (7) Would the Outside Employment aggravate any physical disability or infirmity of the EMPLOYEE (as indicated by sick leave record and/or physical or mental stress of the outside work)?
- (8) The EMPLOYEE will not be allowed, under any circumstance, to use his/her CITY title when engaged in Outside Employment.

SECTION D. Revocation

The CITY may revoke any prior approval of Outside Employment for any reason where any act or behavior of the EMPLOYEE during his/her performance of outside work detrimentally reflects upon a department or the CITY in general. The City may also revoke any prior approval when the EMPLOYEE fails to meet the requirements and conditions stated in Sections B and C. Written notice stating the reason for revocation and the effective date shall be given to the EMPLOYEE. A copy of this notice will be placed in the EMPLOYEE's personnel jacket.

SECTION E. Workers' Compensation

Workers' Compensation claims resulting from injuries or illnesses sustained during the course of Outside Employment shall be determined by State Law.

SECTION F. Unauthorized Outside Employment

Unauthorized outside employment may result in disciplinary action, up to and including dismissal.

ARTICLE 13 - EMPLOYEE RIGHTS

SECTION A. No Discrimination

EMPLOYEES shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. EMPLOYEES also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. No EMPLOYEE shall be interfered with, intimidated, restrained, coerced, or discriminated against by the CITY or by any EMPLOYEE organization because of his/her exercise of these rights.

SECTION B. Public Safety Officers Procedural Bill of Rights

That the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq) shall be applied equally to all EMPLOYEES and is incorporated by reference.

SECTION C. Discipline

The CITY may only discipline an EMPLOYEE for just cause. In the case of disciplinary action involving a reprimand, suspension, demotion, or discharge, the EMPLOYEE shall be given notice of the action to be taken, a copy of the evidence or materials upon which the action is based, and an opportunity to respond to the imposing authority either orally or in writing within seven (7) calendar days of the notice of the action. The above process will occur prior to the imposition of the discipline. In the event of extraordinary circumstances, the CITY may suspend an EMPLOYEE without pay pending termination. In said event the

EMPLOYEE shall still have a right to the above hearing.

City may also use counseling memoranda to document perceived deficiencies in performance that are not deserving of formal discipline. Such counseling memoranda should not be used to document specific incidences of misconduct, but only to remind employees of City policies and the expectation that such policies will be met by the employee. Such counseling memoranda will be retained for either six months or the next performance evaluation, whichever is sooner, and do not have to be referenced in employee's performance evaluation. Employees will not be allowed to appeal a counseling memorandum, but will be afforded rebuttal rights pursuant to Government Code Section 3306.

ARTICLE 14 - 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; and exercise complete control and discretion over its organization and the technology of performing its work. In exercising the above rights, the CITY shall comply with all applicable provision(s) of this MOU.

Drug-free Workplace Act of 1988

The ECPOA agrees to support a drug-free workplace as required by the Federal Regulations passed in 1988. For further details, refer to City Council Policy A-19.

ARTICLE 15 - FEDERAL - STATE LAWS

It is understood and agreed that this MOU is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented not to conflict with such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provisions shall be suspended and superseded by such applicable laws and regulations, and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect. Modifications to such sections will be made within a reasonable period of time via the Meet and Confer process.

ARTICLE 16 — NON-DISCRIMINATION

The ECPOA accepts and supports the official City policy of Affirmative Action as outlined in City Council Policy A-17 or successor providing equal employment opportunities on the

basis of merit and avoiding discriminating practices against any EMPLOYEE because of race, color, religious creed, national origin, ancestry, marital status, sex, age (over 40), medical condition (cancer) or disability, including HIV and AIDS.

ARTICLE 17 - AGENCY SECURITY

Continuous and uninterrupted service by the CITY and its EMPLOYEES to the citizens, and an orderly employment relationship between the CITY and its EMPLOYEES being essential considerations of this MOU, the ECPOA agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, boycotting, work stoppage, shutdowns, or slowdown/speed-up actions, or a concerted refusal to render services or to work overtime or any other curtailment, restriction or acceleration of work at any time during the term of this MOU.

Nothing shall be construed in this MOU to prevent the ECPOA or the EMPLOYEES from exercising any legal rights prescribed by State law.

ARTICLE 18 - EMPLOYEE ASSISTANCE PROGRAM

The CITY agrees to continue funding an EMPLOYEE Assistance Program as proposed by the ECPOA to a maximum cost to the CITY of \$30,000 for the term of this contract. Details shall be finalized as part of a separate contract with the provider and will be available from either the ECPOA or the CITY.

ARTICLE 19 - ECPOA RIGHTS

SECTION A. ECPOA Rights

The CITY recognizes the right of the ECPOA to govern its internal affairs

SECTION B. Dues Deduction

Upon the receipt of a written request and authorization from an EMPLOYEE for deduction of ECPOA "dues" the CITY shall withhold such dues from the salary of the EMPLOYEE on a bi-weekly payroll basis and remit the withholding to the ECPOA in a timely manner. The CITY shall continue to withhold such dues until the EMPLOYEE files a written statement with the CITY withdrawing authorization for the continued withholding of the dues, giving at least 30 days advance notice.

SECTION C. Bulletin Board

The ECPOA shall have sole and exclusive use of specific bulletin board space, clearly marked and identified as such, of approximately 4 feet by 8 feet in dimension, located in the briefing room of the Police Department. The Police Chief and the ECPOA shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of ECPOA business. Material placed on the bulletin board shall be at the discretion of the ECPOA with the understanding that materials so posted shall only be for legitimate communications with members. Said postings shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office

within the CITY government. The ECPOA shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

SECTION D. EMPLOYEE Representation

The EMPLOYEE shall be allowed to designate a representative to assist said EMPLOYEE in:

1. Preparing and presenting grievances.
2. Preparing and processing material for Disciplinary Hearings.
3. Preparing and presenting material for any legitimate employer-employee relations matter for which representation is granted pursuant to existing law.

SECTION E. Access to Work Locations

Reasonable access to employee work locations shall be granted to the officers of the Association and its designated official representative during employees' work hours for the purpose of processing grievances or to contact members of the Association concerning business within the scope of representation. Such officers or representative desiring access shall follow departmental procedures governing non-employee access to work locations. Association meetings may be held during work hours at the police facility provided the proposed Association meeting does not interfere with the normal operations of the Department. On-duty personnel may not attend any meeting without the prior approval of the appropriate supervisor.

ARTICLE 20 - MODIFIED DUTY

SECTION A.

EMPLOYEES recommended for modified duty must bring a written statement from a physician stating the reasons why they are being recommended for modified duty and the length of time. This must be presented to the Chief of Police as soon as possible after the physician recommends said EMPLOYEE for modified duty. The length of working days is left to the discretion of the treating physician.

SECTION B.

An EMPLOYEE who is on modified duty per a physician's order shall immediately notify the Chief of Police when he/she is available for full duty and shall give his/her department a physician's statement of release from modified duty.

SECTION C.

The Chief of Police shall provide a general job description for the EMPLOYEE solely for the

purpose of allowing the physician treating an EMPLOYEE to specify exactly the types of duties an EMPLOYEE may or may not perform on modified duty.

SECTION D.

The CITY shall provide modified duty as long as work is available.

SECTION E.

The CITY retains the right to require periodic medical updates from the EMPLOYEE'S treating physician and the right to send an EMPLOYEE for an evaluation at CITY expense, if the amount of modified duty time appears to be excessive.

ARTICLE 21 - CURRENT PRACTICES

It is understood that existing ordinances, resolutions, City Council and administrative policies of the CITY, past ECPOA MOUs, Personnel Rules, and Police Department Rules and Regulations cover matters pertaining to employer-employee relations including, not limited to, wages, salaries, benefits, hours and other terms and conditions of employment, are hereby incorporated herein by this reference and made a part hereof as though set forth in full and, except as provided herein, shall remain in full force and effect during the term thereof.

ARTICLE 22 - MAINTENANCE OF BENEFITS

The status of existing benefits and conditions of employment now enjoyed by EMPLOYEES shall not be deemed affected by this MOU except as specifically modified by provisions hereof or by actions taken in implementation thereof.

The CITY and ECPOA hereby expressly waive any right to request any improvements or other changes in the wages, hours, or other conditions of employment of EMPLOYEES in the ECPOA covered by this MOU. Neither the CITY nor the ECPOA shall be required to "Meet and Confer" as to any such request unless by mutual consent of both parties. The right of ECPOA and the CITY to "Meet and Confer" on the interpretation of application of this MOU is excluded in the waiver described above.

ARTICLE 23 - TERMS AND RENEGOTIATIONS

This MOU shall become effective only after the ratification by members of the ECPOA and the adoption by the City Council of the CITY and continue in effect through June 30, 2005.

Should either party to this MOU desire to meet and confer on a successor MOU, that party shall serve upon the other a written request for such meet and confer, on or about March 1, 2001, and the meet and confer process should commence on or about April 15, 2005.

This MOU is entered into by the following representatives of the CITY and the ECPOA, to become effective the date of approval by the City Council.

City Negotiating Committee

ECPOA Negotiating Committee

Bill Garrett
City Manager

James Ferguson
Police Sergeant

Kathi J. Hubert
Assistant City Manager

Charles Merino
Police Sergeant

Joan M. Ward
Director of Human Resources

Michael Moore
Police Sergeant

Jason Taub
Police Officer

Everett L. Bobbitt
Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL CAJON
AND
EL CAJON POLICE OFFICERS' ASSOCIATION
2001 - 2005

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL CAJON
EL CAJON POLICE OFFICERS' ASSOCIATION

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